



BIRMINGHAM FORWARD

The Birmingham Transit Program

Bus Rapid Transit (BRT)

REQUEST FOR QUALIFICATIONS

East & West Stop Facilities Design Services

Key Dates:

RFQ Issued: December 15, 2017

Pre-Submittal Conference: January 9, 2018, 1:00pm Central

Submittals Due: January 29, 2018, 4:00pm Central

**City of Birmingham
710 N. 20th Street, Suite 207
Birmingham, AL. 35203**

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I. INTRODUCTION

A. Purpose

The City of Birmingham (City), in conjunction with The Birmingham-Jefferson County Transit Authority (BJCTA), is issuing this Request for Qualifications (RFQ) to firms interested in performing professional Architectural and Engineering (A&E) Design Services and construction phase related services for the Birmingham Bus Rapid Transit (BRT), Bus Stop Facilities (hereinafter referred to as “Project”).

B. Birmingham Transit Overview

Transit Program

The City is undertaking a series of public transit initiatives aimed at enhancing quality-of-life, drive economic activity, and increase mobility for citizens within the region and visitors to our great city. As such, the Birmingham Transit Program (Transit Program) comprises various projects that will achieve these goals over the next decade, creating a high-capacity “world-class” people-moving system that will provide communities with access to educational and employment opportunities, and vital services.

Bus Rapid Transit

The BRT Project, one of the projects within the Transit Program, is a high-capacity public-transit system that will serve the Birmingham Metropolitan Planning Area and the Birmingham-Hoover Metropolitan Statistical Area. The BRT Project corridor is approximately ten-miles between the east and west termini located in the Woodlawn and Five Points West Communities respectively, running through downtown Birmingham with connectivity to the new Intermodal Station/BJCTA central station on Morris Avenue.

For this Project, the West Segment begins at the intersection of Lomb Ave/Fairgrounds Dr., going east along Lomb, curving south to Montevallo Rd./Martin Luther King Jr. Drive, and going south along Martin Luther King Jr. Drive to 6th Avenue Southwest. The alignment then travels east and northeast along 6th Avenue Southwest/South to 8th Street South. The East Segment begins at the intersection of 1st Avenue North/57th Street North, and travels west along 1st Avenue North to 18th St. North downtown. An overview of the BRT bus stops and corridor is depicted in Exhibit A, with seven (7) stop locations identified on the west segment (W-1 thru W-7) and four (4) stop locations (E-2 thru E-5) identified on the east segment. The locations identified as W-8 and E-1 are Community Transit Stations, and are not part of the Project.

Exhibit B illustrates a typical bus stop shelter, while Exhibit C illustrates a typical bus lane section. Public benefits of the BRT system are wide-ranging that include; economic

competitiveness, improved quality-of-life, safety improvements, and environmental sustainability.

The overall BRT Project scope includes the following components:

- A. Bus Transitways (Guideways),
- B. Community Transit Stations and Bus Stops,
- C. Support Facilities,
- D. Sitework & Special Conditions (including passenger access), and
- E. Systems and Technology.

The BRT Project underwent a Project Development phase which included conceptual design and environmental review, and was classified as Documented Categorical Exclusion (DCE) by FTA. These reports will be made available to the selected Consultant.

Implementation of the BRT Project will be multi-phased, utilizing various professional services and construction contracts to be delivered under the traditional Design-Bid-Build project delivery method. Final design phase of the BRT Project will commence with the objective of having a functioning BRT System prior to the start of the 11th Edition of The World Games in July 2021. The City will leverage the BRT Project developed for the World Games to continue to benefit the citizens and economy of the City. The website address to learn more about the Transit Program and other projects is located at www.birminghamtransitprogram.org.

Specific aspects of the BRT Project are funded by FTA grants on a matched basis with local matched and unmatched funds from the City or BJCTA. The overall forecast cost for all phases of the BRT Project is approximately \$42M. Contracts awarded for any portion of the BRT Project will be subject to the terms of the contract between FTA and grantee (i.e. City or BJCTA), and will be required to comply with all provisions of the contract documents, laws, and regulations regarding Equal Employment Opportunity, Disadvantaged Business Enterprise (DBE), Title VI Civil Rights Act of 1964, Debarred Bidders rules, and other provisions required by federal regulations.

C. Program Management Office

Because the Birmingham Transit Program is multifaceted, and interfacing with other City and agencies' plans, projects and strategies; the City engaged STRADA Professional Services, LLC (STRADA) to provide Program Management Services, which includes establishing and managing a Program Management Office (PMO). STRADA is also serving as Project Manager/Owner's Representative for the overall BRT Project and Project scope described herein.

STRADA, serving as PMO, is providing oversight and program management to ensure that the City's prime objectives and desired outcomes are achieved. This is being accomplished by ensuring that all projects and resources (direct and contracted) are working optimally towards the common goals of the program, through streamlined processes, reusable work products, and at times consolidating and performing key tasks across multiple projects.

II. GENERAL INSTRUCTIONS AND SPECIAL REQUIREMENTS

A. Required Services

The selected Design Consultant, and its Sub-consultants, shall be responsible for the performance of a full range of Design and Construction Administration services that include, but are not limited to, the disciplines of Cost Estimating, Civil, Environmental, Geotechnical, Structural, Architectural, Mechanical, Plumbing, Electrical, Security systems, Traffic Studies, Interior Design, Site Planning and Landscape Design. All services provided will be in accordance with both FTA and City guidelines and regulations.

The selected firm shall have proven familiarity and experience that includes the Design, Project Management and Construction Administration of similar bus stops and BRT Facilities. The selected firm also must have prior Design and Project Management experience working with FTA on transportation projects and multimodal facilities, as well as demonstrated knowledge of FTA and the City guidelines and regulations.

The selected firm also must employ professionals licensed in the State of Alabama to perform services and seal the drawings.

B. Pre-Submittal Conference

There will be a Pre-Submittal Conference held on Tuesday, January 9, 2018 at 1:00 p.m. at the Birmingham Transit Program Management Office (PMO) - Innovation Depot, Training Room, 1500 1st Ave N, Birmingham AL 35203. Each firm/team will be limited to not more than three (3) attendees. Interested firms may also attend via teleconference using the following access line: (857) 216-3654, access code 88460. Attendance at this meeting, in-person or teleconference, is NOT mandatory.

C. Qualification Statement Submittal

Submittals received in response to this RFQ will be received by the City of Birmingham at its office, the Planning, Engineering & Permits Department, 710 North 20th Street, Room 207, City Hall, Birmingham, Alabama, 35203, until **4:00 p.m. on Monday, January 29, 2018.** The Qualifications submittals should be addressed to Mr. Andre Bittas, Director, Planning, Engineering & Permits Department. ANY SUBMITTAL OF QUALIFICATIONS DELIVERED TO THE CITY AFTER THE TIME SPECIFIED

WILL NOT BE ACCEPTED AND WILL BE RETURNED TO THE PROPOSER UNOPENED.

D. Inquiries/No Contacts

Mr. Andre Bittas, the City's Director of Planning, Engineering & Permits, is the City's contact on the Project. Should an interested firm/team have questions about the project, please forward those inquiries in writing to Mr. Bittas by mail at 710 North 20th Street, room 207, City Hall, Birmingham, Alabama, 35203, or by email to andre.bittas@birminghamal.gov. Communication via e-mail will also be considered a written inquiry. All written questions must be received by **4:00 p.m. on Friday, January 12, 2018**. Every effort will be made to respond to all questions by Close of Business, **Wednesday, January 17, 2018**. ANY VERBAL COMMUNICATION BETWEEN ANY INTERESTED FIRM AND ANY REPRESENTATIVE OF THE CITY OR BJCTA RELATED TO THIS PROJECT IS NOT OFFICIAL AND WILL NOT BIND OR COMMIT THE CITY OR BJCTA IN ANY RESPECT BEFORE, DURING OR FOLLOWING THE AWARD OF ANY CONTRACT.

It is the responsibility of each interested firm to examine the entire RFQ, seek clarifications in writing, and review its qualifications submittal for accuracy. Except for the submission of questions, submitting firms shall not contact any members or employees of the City or BJCTA regarding any aspect of this solicitation until after the award of contract. Contact with any of the above-mentioned individuals or entities may be grounds for elimination of your firm's submittal.

E. Insurance

The successful firm/team shall carry and maintain the insurance specified below for the duration of any contract, and any supplements thereto. At the time of contract negotiations, the firm/team will be expected to submit to the City a certificate of insurance indicating the existence of the required coverage. Should evidence of insurance coverages not be provided by at the time of contract negotiations, the City has and maintains the right to consider the firm's submittal non-responsive and terminate contract negotiations.

The selected firm/team also shall insure that insurance shall be provided by or on behalf of all of its sub-consultants who perform services under this contract and are included in all subcontracts.

The firm/team shall provide and maintain at their cost, the following minimum insurance:

- Errors and Omissions coverage with minimum limits of \$1,000,000 per occurrence.

- Worker's Compensation coverage to the statutory limits of the State of Alabama or documentation of an approved self-insurance program.
- General Liability limit of \$1,000,000 per occurrence.
- Motor Vehicle Liability Insurance with minimum limits of \$1,000,000.

The City and BJCTA shall be named as additional insureds on the General Liability and Motor Vehicle Liability coverages.

F. Prohibited Interests

No member, officer, or employee of the City, BJCTA or of the State of Alabama, the governing bodies of the City, BJCTA, State of Alabama, and/or member of, delegate to, the Congress of the United States shall, during his/her tenure, or for one year thereafter, have either a direct or an indirect interest in the contract awarded on this project or the proceeds thereof.

G. Requirements by Law

The procurement of the Architectural/Engineering Design services described herein are guided by the Brooks Act. The following procedures are required by that Act:

1. The qualifications of all interested offerors will be evaluated;
2. Price will be excluded as a factor in the evaluation process;
3. Negotiations for a contract to perform the requested services will be conducted with only the most qualified offeror; and
4. If price or other contract terms cannot be agreed with the offeror which initially is deemed most qualified, negotiations will then be conducted with the offeror(s) who have been evaluated as the next most qualified until a contract award is made.

H. Proposal Award Process

A Selection Committee will be established to evaluate submittals, and, using the applicable criteria, rank the most-qualified offerors to perform this project. The Selection Committee may include representatives of the City, BJCTA, the Regional Planning Commission, or others. Firms responding to the RFQ will first be evaluated by each committee member as to being qualified or not qualified for further consideration. For those firms determined to be qualified to perform the work, their proposal will be placed on a "long list" for review, evaluated, and rated by each member of the selection committee. A consolidation of each individual committee member's rating and ranking of those long-listed firms will be made into a composite summary representing the findings

of the total committee. The highest rated firms will be advanced to a “short list” and may be asked to make an in-person presentation to the Selection Committee. Interviews of the top-rated firms/teams will take place at a later time. Subsequent to the consultant presentation, each committee member will again evaluate, rate and rank the short-listed firms and a composite of individual findings to establish a final rank order of their choices. The City reserves the right to reject any and all proposals, any part or parts of a proposal, waive any technicalities, and award any or the entire contract in a manner that is in the best interest of the City. Following successful negotiation of contractual terms, a contract will be awarded to the highest rated firm/team subject to approval from the City Council of Birmingham.

I. Selection / Evaluation Criteria

The following criteria will be used by the Selection Committee to evaluate the submittals. Submittal of Statement of Qualifications should address at least the following areas, as these are necessary to conduct the evaluation:

1. Firm Capabilities and Experience (20 points)

a. Technical Capabilities:

- i. Firm’s capabilities and experience with the design of bus stop facilities and related infrastructure funded by the FTA.
- ii. Firm’s capabilities and experience in Project Management and Construction Administration of Transit passenger facilities of similar size and scope.
- iii. Firm’s knowledge of; BJCTA, the City of Birmingham and ALDOT standards, guidelines, and requirements, and other applicable standards and design criteria for transit facilities and bus running ways.

b. Project References: The Proposer should demonstrate experience in the prior delivery of other Bus Transit facilities. Provide at list of three (3) Transit project references completed in the past five (5) years, arranging the information for each project in a manner that addresses the following:

i. Project Description and Contact

This should include the project name, location, overall cost of the facility, and client contact, for design and construction phase and facility operator. Identify the portion of the project that was funded through FTA and the role your firm played in the delivery of the

project (e.g. A&E, project/program management, construction management, etc.) and whether your firm was the prime/lead or a sub-consultant.

ii. Project Budget

This should include the original project budget and the final project fees, indicating whether the changes were due to directed scope changes or unforeseen conditions.

iii. Project Schedule

This should include: Pre-Design, Design, and Construction phases. This does not need to be a detailed schedule but should reference the overall duration of each phase.

iv. Project Implementation

This should be a brief account of how the project was delivered, including any challenges and how they were addressed.

c. Financial conditions and stability of the firm.

2. Team Composition and Organization (15 points)

- a. Clearly describe the organization and composition of your team to include the identification of the prime/lead firm, subcontractors, or joint venture partners, if applicable.
- b. Describe the proposed distribution of work. Address how the team is organized to accomplish the Scope of Services.
- c. Identify the office location of each firm and where the work will be accomplished.
- d. Address the team's familiarity with the Birmingham area and the applicable code, zoning, and permit requirements.
- e. Address whether the firms have worked together before on FTA-funded transit facilities and if so, in what capacity. Please provide a list of relevant projects that the firms have worked on as a team including project scope, location, and project cost.

- f. If multiple firms are involved, address how the work will be managed and coordinated to assure that the project requirements are met in an efficient and effective manner.
- g. Describe the processes you use to assure project coordination among the disciplines.
- h. Address the team's experience in Bus Stop Facility Design and Construction/Project management Experience.
- i. Address the team's familiarity and knowledge of City of Birmingham, ALDOT, FTA, and other related design requirements and regulations.

3. Project Approach and Methodology (15 points)

- a. Demonstrated understanding of the Project requirements and potential problem areas. Describe in detail the tasks, subtasks, and activities that will be undertaken to accomplish the work and produce the deliverables identified in the Scope of Services. Provide additional details about the processes that will be used in developing the deliverables and the end-product.
- b. Completeness of Proposal and technical content.
- c. The responsibilities of any subcontracting firms will be clearly noted.
- d. The Proposer must demonstrate a clear approach to the management of the Project including the administration of the budget; the management of the schedule; the administration of the pre-design, design and construction phases, and the reporting protocol to BJCTA.
- e. Provide a statement as to why your firm should be selected for this assignment. Explain what differentiates your firm relative to specialized disciplines.

4. Project Management and Controls (10 points)

- a. Demonstrated capability to perform the work on schedule and within budget.
- b. Past performance on similar projects including control of costs, quality of work, and ability to meet schedules.
- c. Methods used to control costs, prevent delays, and cost overruns.

- d. Quality Control and Assurance Program – describe in detail the firm’s approach to quality control and assurance and explain how it will apply to this project.
- e. Project Schedule that shows major milestones, deliverable dates and completion dates. The timeline should be shown in weeks following the Notice to Proceed.
- f. The Proposer must clearly demonstrate their understanding and experience of FTA’s reporting requirements and grant administration requirements including but not limited to, project progress and financial reporting.

5. Proposed Key Staff Qualifications (25 points)

- a. Identify the principal of your firm that will have total responsibility for managing your team’s services under this Project.
- b. Qualifications of the Project Manager, Project Architect, or Project Engineer, and specialized staff in required disciplines in performing related work who will be assigned to this Project.
- c. Quality of relevant experience. Experience working with public agencies/transit authorities, including FTA.
- d. Percentage of the key personnel’s time that will be devoted to this Project. Assurances must be given that the personnel proposed will remain available for the duration of this assignment.
- e. Projects and percentage of time the key proposed personnel are presently committed to this Project. Resumes of key individuals who will work on this Project must be included.
- f. Experience of key personnel assigned to this Project in designing, and managing Transit facilities similar in size and scope. For the reference project listed above describe their role in the project delivery or list other projects along with their roles if necessary.
- g. Knowledge of federal and state transit requirements for transit facilities.

6. Disadvantaged Business Enterprise (DBE) (15 points)

- a. Provide the names and addresses of the DBE firms that will participate in the project team. BJCTA’s DBE goals are stated in Section IV below.
- b. Describe the work that the DBE firm will perform.

- c. Provide an estimate of the percentage of work by phase that the DBE firms will perform.
- d. If you cannot meet the DBE goals established for this Project, you must provide evidence of a good faith effort by completing the DBE Unavailable Certification form attached.
- e. If your firm is selected for negotiation, you must provide signed documentation of commitments to use the identified DBE firms and confirmation from the DBE firms prior to entering negotiation.

J. Compliance Issues

- 1. The chosen firm/team must be able to comply with all City, State, and Federal laws, regulations and guidelines.
- 2. As noted above, this project is funded in part by assistance from the FTA, and is subject to all applicable federal regulations. As a condition of award, applicants must submit certification that they and their prospective consultants and their proposed sub-consultants are not debarred, suspended, or excluded from participation in federally-assisted projects.

K. Protests

- 1. Protests related to this solicitation will only be accepted from prospective firms/teams who submitted on this RFQ and whose direct economic interest would be affected by the award of or the failure to award a Contract. Any pre-qualification protests must be submitted in writing by no later than fifteen (15) calendar days after the date award to:

Mr. Andre' V. Bittas, Director
Planning, Engineering & Permits Department
710 North 20th Street, Room 207
Birmingham, Alabama 35203
Email: andre.bittas@birminghamal.gov

- 2. The scope of any FTA review of protests is limited to a grantee failing to have protest procedures, violating such procedures, or failing to review a complaint or protest.

L. Ownership of Submittals/Pre-Contractual Expenses

- 1. Upon receipt of a submittal of Qualifications, the Qualifications Statement shall be property of the City of Birmingham, without compensation to the offeror, for

disposition or usage by the City at its discretion. Neither the City nor BJCTA will bear any responsibility for reimbursing any offeror any of the following expenses: costs incurred by offerors in preparing the qualifications in response to this RFQ and submitting responses to this RFQ; expenses related to making presentations to the selection committee; and any other expense incurred by the offeror prior to the date of the Contract award and Notice to Proceed shall not be the liability of the City.

2. The City of Birmingham and the Birmingham-Jefferson County Transit Authority shall be held harmless from any liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization in responding to this RFQ.

M. Reserved Rights

1. The City reserves the right to reject any and all proposals submitted in connection with this RFQ, and to waive what it considers to be informalities and minor irregularities in those proposals.
2. Any Contract resulting from this RFQ will be financed in part with funds available to the City through grants from FTA. The obligations of the City are contingent upon the receipt of these requested funds by the City. In the event that funding from federal sources or local matching funding is eliminated or decreased, the City reserves the right to terminate any contract that may be awarded on this project or modify it accordingly.

III. SCOPE OF CONSULTANT SERVICES

A. Scope Overview

The specific Scope of Services for this RFQ (i.e. the Project) is the development phase services necessary to design twenty-two (22) total bus stops (eleven locations) and construction phase support services required for the East and West BRT Segments described above. The Project will receive Federal financial assistance on a fifty-percent (50%) matched basis. The City has established a Project budget of \$2.9 million for the design and construction phases of the Project. Though design of other BRT components such as bus running ways, transit signal priority (TSP), signal upgrades, and intelligent transportation system (ITS); are not part of this RFQ, the Consultant is required to deliver compatible designs and/or design coordination with the design development work to ensure the BRT bus stops integrate with the overall BRT system. For example; optimum final bus stop locations relative to future bus running-ways, striping, and signage. The Consultant is also required to identify and coordinate with other City and agencies', with assistance provided by the PMO, projects that are not part of the BRT system, but which the Project may impact or be impacted by.

BRT technology has been selected as the preferred alternative. The system will use special rubber-tired vehicles with low-floors and wide doors to allow for easy and quick access for boarding and exiting passengers. The Project will operate in both dedicated lanes and mixed flow traffic with bus stops located along the alignment. The Project will be located within ROW adjacent to the curb with accommodations for a single bus at each stop. The system will also include transit signal priority (TSP) for transit at BRT intersections. Vehicles and traffic signals at these locations will be equipped with transponders that let the signal know a transit vehicle is approaching the intersection. The traffic light controller may apply “green extension” or “red truncation” to allow a transit vehicle to proceed through the intersection.

The BRT transit vehicles will also be specially branded to look different from the local bus system so that passengers can easily identify the vehicles as being part of the BRT system. The service along the route will be frequent, approximately every 15 minutes during the peak rush hours and 20-30 minutes in the off peak.

Project bus stops will consist of elevated platforms to provide level boarding with passenger shelter facilities that include real-time vehicle arrival information, route and area maps, and service schedules. The stops will be branded to identify with the BRT service so that they are easily identified by prospective passengers.

For each stop type, there are three amenity levels, low, medium and high, depending largely on anticipated ridership and potential transfers that may occur at the stop. The three levels of amenities are listed in Table 1. High level amenity stops consist of a 10’ x 45’ platform at a height that provides level boarding with services and amenities provided as noted. Within the East and West Segments, the following stops are classified as “High” amenity level stops: E3, E5, W3, W4, W5. There are no “Low” amenity level stops. All other stops are classified as “Medium” amenity.

Table 1: Stop Amenity Descriptions

Amenity Extent	Low	Low	Medium	Medium	High	High
Station Type	At-grade Stop, no shelter, no curb extension	At-grade Stop, no shelter, with curb extension	At-grade Stop with 6'x13' shelter, no curb extension	At-grade Stop with 6'x13' shelter, with curb extension	At-grade Stop with 6'x26' shelter, no curb extension	At-grade Stop with 6'x26' shelter, with curb extension
Stop Dimensions	45 feet long, width goes from edge of curb to edge of ROW (9.5-11 feet)	45 feet long, width goes from edge of curb to back of adjacent parking curb	45 feet long, width goes from edge of curb to edge of ROW (9.5-11 feet)	45 feet long, width goes from edge of curb to back of adjacent parking curb	45 feet long, width goes from edge of curb to edge of ROW (9.5-11 feet)	45 feet long, width goes from edge of curb to back of adjacent parking curb
Station Shelter	None	None	X	x	X	X
Shelter Dimensions	None	None	5 x 13	5 x 13	5 x 26	5 x 26
Bus Pad/Platform Slab	Level (14 inches) - 2 door	Level (14 inches) - 2 door	Level (14 inches) - 2 door	Level (14 inches) - 2 door	Level (14 inches) - 2 door	Level (14 inches) - 2 door
Bus Pad Dimension	45' x 10' (8.5' min) x 14" high	45' x 10' (8.5' min) x 14" high	45' x 10' (8.5 min) x 14" high	45' x 10' (8.5 min) x 14" high	45 x 10 (8.5 min) x 14" high	45 x 10 (8.5 min) x 14" high
Signage	10' Totem	10' Totem	10' Totem	10' Totem	10' Totem	10' Totem
Furnishings						
Ticket Vending Machines					X	X
Next Bus Information			x	x	X	x
Transit News Kiosk			x	x	X	x
Leaning Rail					X	x
Bike Rack			Bike connectivity	Bike connectivity	X	x
Trash Can			x	x	X	x
Benches			x	x	X	x
Public Art			Shelter Integrated	Shelter Integrated	X	x
Lighting/Electrical			x	x	X	x
Landscaping			x	x	X	x

Exhibit B shows a typical illustration of a typical “High” level Project Bus Stop. Project features include the following:

- Shelter with lighting designed to serve the expected number of riders and future growth in ridership
- Unique shelter design to project the BRT service image
- Fixed signage including stop identification signs, maps and schedule information
- Real-time information sign with bus arrival information
- Benches or leaning rails
- Bike racks or connections
- Pedestrian-scaled lighting
- Trash receptacles
- ADA compliant paved accessible pathway connecting to the stop

Other Project Bus Stop infrastructure includes:

- Electrical and communication connections for lighting and electronic passenger information systems
- Electrical wiring or application of solar panels for interior shelter lighting
- Reinforced concrete footings to anchor shelters
- Appropriate paving surface for each bus stop location

The Consultant will be required to provide professional services using technical staff and specialists from its own firm and/or sub-consultants as required, in completing the work under this contract. This scope of services under this contract is intended to cover the development of all necessary design documents and construction plans, technical specifications and detail cost estimates associated with construction and installation of the Project components at each BRT Bus Stop. The Consultant will evaluate and design an innovative approach, such as off-site fabrication and assembly and transported to the designated BRT Bus Stops for “place-and-plug” installation on foundations, sidewalks, and extensions/curb bulbs designed under this scope.

Generally, development at each of the stops include but are not limited to, design of sidewalk extensions, ADA ramps, shelters and amenities, foundations, signage, utility modifications, and design paving surface at each bus stop location. There are a variety of BRT passenger amenities to be implemented at each Bus Stop. The Consultant will coordinate with other design and construction work, including design and implementation

of Intelligent Transportation System (ITS), traffic signal upgrades, and other roadway improvements. The Consultant will work with Utilities and local jurisdictions to locate power and telecommunication sources. Execution of preliminary and final design plans to integrate electrical and telecommunications elements into the site plans, will also be required.

The Consultant will likely be involved, as requested, in coordination among a wide variety of entities, including the City of Birmingham, BJCTA, utility owners, property owners, and other stakeholder groups that may be affected by any Bus Stop location.

B. Required Tasks

The City wishes to secure a Consultant for design and construction phase support services of the Project. The Consultant will be fully involved with the City and PMO in undertaking the work of this Project as described in this RFQ. Consultant services for this RFQ include project management, preliminary and final design, community outreach support, developing procurement documents for construction, and construction management support services. The City reserves the right to add additional scope of work that is pertinent to the BRT Project at its discretion. The following is a description of tasks and activities to be performed, and deliverables to be provided by the Consultant for this Project.

Task 1: Management and Coordination

The intent of this task is to provide overall project management both internally within the Consultant team and externally between the Consultant team and the City, its Owner's Representative and other stakeholders. This task includes regular and ongoing Project Management and Coordination necessary for the successful completion of this Project.

As part of this task, there will be a Project Team kick-off meeting, and weekly and/or monthly coordination meetings/teleconferences to include the Consultant project manager and additional Consultant team members as needed to participate in these regular meetings/calls. These meetings will be held to review the Project progress, budget and cost-to-complete, discuss issues that may arise, and provide any needed direction to the Consultant.

The City will review and approve technical Project parameters including but not limited to study area, design decisions, transportation and operational improvements to be considered as part of Project Development, and review appropriate plans, standards and policies from the Consultant. The Consultant will be responsible for compiling and distributing notes from each meeting, and the City is expected to provide a review of the meeting notes from each meeting.

The Consultant will develop a Project Management Plan (PMP) that will provide a mechanism for integrating and coordinating all elements of this Project and to assure delivery of work products in a timely manner and in accordance with the needs and requirements of the City, while keeping in mind FTA's reporting requirements. The PMP will include key elements such as Project schedule, organization and staffing, design project, project controls, quality assurance/quality control (QA/QC) procedures, risk management, and a communications and conflict resolution plan.

Monthly status reports will be submitted describing the previous month's activities and the planned activities for the next month; identify issues and/or concerns that may affect the Project scope, schedule and/or budget; compare the planned schedule to the work accomplished; and compare actual task expenditures to approved task budgets. Additionally, monthly status reports will accompany all invoices, briefly describing the previous month's activities.

Task 2: Community Outreach Support

Effective involvement of the public and impacted stakeholders is critical to the success of this Project. The fundamental objective of public outreach is to ensure that the concerns and issues of those with a stake in the Project corridor are identified and addressed. The PMO has developed and implemented a Public and Stakeholder Involvement Plan that addresses the specific activities, milestones and schedule for engaging the public and stakeholders in disseminating information, presenting various Project plans, and obtaining feedback.

For this Project, the Consultant is expected to support the City and PMO as needed, in attending targeted workshops with stakeholders for the Project, as well as other public meetings including community open houses and strategic meetings with key stakeholders. The Consultant will be responsible for supporting design workshop(s) including design themes consistent with the BRT system branding, as well as incorporating potential historic, cultural, or other location area significance into stop design. Other aspects of support by the Consultant includes; illustrative renderings with multiple views of concepts for public and stakeholder presentations, and peer reviews of the branding exercises and meetings to assist in the development of a brand theme for the BRT.

Task 3: Preliminary Engineering and Design Decisions

This task includes design refinement to develop a 30 percent design that supports the Project. The City will review the design and provide comments and approval, with the next step including final design and implementation upon the completion of this task. Work under this task also includes design decisions and refinement and updates to the existing Conceptual Design Report which will be provided to the Consultant prior to commencing this task. Because of the City's concern about cost effectiveness and minimizing the risk

of cost overruns, the Consultant will be expected to continually assess ways to optimize costs and reduce other risks while still maintaining the Project value.

The Project construction is expected to occur within existing rights-of-way owned or controlled by the City of Birmingham. Design deliverables will be reviewed by the City, the PMO, BICTA, FTA, ALDOT, as well as presented to the public in meetings and workshops noted in this Scope. The Consultant will coordinate with the City and respond to comments through meetings and reviews that will be scheduled and facilitated by the City.

Design review meetings will mostly be conducted at the City's PMO. All review entities will be expected to complete their design reviews within one business week, and the Consultant will be expected to provide their response to comments within two business weeks after receiving all comments. If FTA is involved, they will be asked to provide comments within three business weeks, and the Consultant will have two business weeks after receiving FTA comments to respond.

Prior to the initiation of work in this task, the Consultant will develop a Design Memo for the Project, which includes the following information:

- Design criteria and parameters, list of design references/standards for design components, and building code requirements including but not limited to: civil, structural, architectural, components/amenities and typical dimensions; system concepts for such items as security, ticket vending, and passenger information display.
- Assistance with the BRT branding and identifying stop-area design and architecture, consistent with system branding.
- Bus Stop design decisions and process for reaching those decisions, including final stop location recommendation, and roadway pavement for each Stop location.
- Data gathering and evaluation, including: coordination with separate surveying consultant, procured by the City, as needed to identify site features, right-of-way and utilities; site assessment; and review of and updates to previously-prepared background documents.

Any variances, including street/roadway, sidewalk, and streetscaping/landscaping variances, will need to be identified by the Consultant and will be approved by the respective entity having jurisdiction for the area/segment requiring the variance.

The outcome of this task will include 30 percent design plan sets, and a conceptual design/engineering report including a preliminary construction schedule and cost estimate.

Task 4: Advanced and Final Design

This task will begin upon the City approval to continue with final design. Included are 90 percent and 100 percent (issued for construction) design submittals, including plans and specifications for public bidding, engineer's cost estimate, and probable construction schedule.

Design documents will be reviewed by the City, the PMO, BJCTA, ALDOT, FTA, as well as presented to the public in meetings and workshops noted in this Scope. The Consultant will coordinate through the City with these design review entities and respond to comments through meetings and reviews that will be scheduled and facilitated by the City.

Design review meetings will be conducted at the City's PMO. All review entities will be expected to complete their design reviews within one business week, and the Consultant will be expected to provide their response to comments within two business weeks after receiving all comments. If FTA is involved, they will be asked to provide comments within three business weeks, and the Consultant will have two business weeks after receiving FTA comments to respond.

The Consultant will prepare and submit for review advanced and final design drawings at the 90 percent and 100 percent design stages, respectively. The Consultant team key discipline leads will participate in design reviews with the design review entities at each of these stages. The Consultant will prepare a comment-response memorandum, which addresses design comments and requested changes and the Consultant's response and recommended action for each.

Design components (disciplines) are expected to include (where applicable), but are not limited to:

- Location and dimensions of all existing and proposed buildings, structures, and features of the Project.
- All development of landscape spaces, features and elements, including, without limitation, all walks, roads, recreation areas, parking areas, retaining walls and exterior lighting.
- Existing contours and finished contours; bench marks and other control elements.
- Civil and structural, including bus stops and bus stop pads roadway and pavement design.
- Stop area design, including architectural and landscaping.

- Subsurface exploration and geotechnical engineering evaluation pertaining to the BRT Bus Stop locations.
- Utilities (proposed and existing) location and mapping, conflict, and coordination.
- Items of work requiring demolition.
- Mitigation site design and environmental clearances/permits, storm water, and water quality, and noise management (if needed).
- Other systems components, as needed, including security, ticket vending, passenger information display for ITS implementation, and wi-fi.
- Site construction limits with preliminary construction sequencing and staging plans.
- Right-of-ways or easements.
- All existing foundations, obstructions and other physical characteristics of the site which may affect the work and which the Consultant, after exercising reasonable diligence, has discovered.
- Overall elevations and sections through the structure(s).
- Detail drawings showing construction and materials.
- The foundation construction, materials and details with the locations and sizes of all piles, caissons, spread footings, floating slabs, pressure injected footings, as applicable.
- Design soil bearing pressures must be indicated on the foundation plans.
- Typical structural sections showing methods of connection, floor and roof deck selection, and the methods and locations of lateral bracing.
- The locations, types and sizes of electrical service connections, power, lighting and signal distribution systems, electrical fixtures, security devices, and conformance to the applicable Electrical Code(s).

Drawings and specifications must be cross-referenced to ensure that involved parties properly coordinate all technical provisions. Terminology used on the drawings and within the various specification sections must be consistent. All drawing items must be coordinated with the technical specifications. The Consultant must prepare a Probable Construction Schedule in enough detail to substantiate that the Project can be constructed within the City specified time, and detailed construction cost estimate.

Task 5: Railroad Crossings Elimination

The BRT Project has two existing at-grade railroad crossings with the objective to eliminate at the following locations:

1. The West Segment of the BRT at the intersection of Lomb Ave./13th St. West
2. The East Segment of the BRT at the intersection of 1st Ave. North/47th Place N.

The Consultant will determine and provide the steps/procedures required to remove these crossings and all related signs, markings, and signal devices. The Consultant will coordinate with the City, BJCTA, ALDOT and other agencies as required for removal of the crossings, and provide recommendations for improvements and final design as needed for construction phase. A detailed Project schedule with milestones, activities, and deliverables will be provided for both the planning and construction phases, along with a detailed cost estimate.

Task 6: Post-Design Services

This task, initiated after the City is approved by FTA to enter the Construction phase, will be for the Consultant to provide bid and construction support services as well as coordination with the PMO and separately contracted Construction Contractor.

Pre-Bid work elements will include construction bid and award support; providing responses to Bidder Requests for Clarification during the Bid Period and assisting the City in issuing addendums. The Consultant will participate, as requested by the City, in a pre-bid Conference and Bid Evaluation support.

Work efforts after the construction contract award will consist of design services during construction. Anticipated work efforts include: participation in Pre-Construction Conferences, providing reviews of Construction Contractor submittals, providing responses to Construction Contractor Requests for Information (RFI), and coordination as needed with the City and the PMO regarding Contract Change Orders and evaluating cost changes.

The Consultant will prepare a preventive maintenance plan for the Bus Stop facilities that define the maintenance requirements of all components, systems and equipment that need to be maintained on a regular basis and the frequency of maintenance required.

All Consultant efforts under this task will occur upon request by the City.

C. Major Deliverables

Task 1: Management and Coordination

- Project Management Plan
- Kickoff and Ongoing Internal & External Coordination meeting minutes
- Progress Reports
- Coordination Meetings with BJCTA and Other Key Project Stakeholders

Task 2: Community Outreach Support

- Stakeholder meetings support
- Drawings/posters/illustrations and facilitation as needed

Task 3: Preliminary Engineering and Design Decisions

- Data Gathering, Site Assessment and Base Mapping
- Design Criteria and Parameters
- 30 percent level Design
- Stop-area design and architecture
- Roadway bus stop pads design for each bus stop location
- Design reviews and responses to comments

Task 4: Advanced and Final Design

- 90 percent, and 100 percent Issued for Construction design packets
- Design reviews and responses to comments
- Drawings, Specifications and Special Provisions (originals and electronic files)
- Construction Sequencing and Staging Plans, Work Zone Traffic Control Plans
- Design and Materials reports

Task 5: Railroad Crossings Elimination

- Provide steps and procedures required to remove these two existing crossings and all related signs, markings, and signal devices.
- Provide recommendations for improvements and final design, schedule, and cost estimate as needed for construction phase.

Task 6: Post-Design Services

- Bid and Award Support
- Design Services During Construction
- Inspection support for compliance with design and specifications
- Other Agency and Contractor Coordination as Needed
- Facility Maintenance Plan

IV. PROPOSAL REQUIREMENTS

This RFQ contains instructions governing the content of the proposals and the format in which they are to be submitted. It does not attempt to define or detail all of the project needs. Rather, it allows for the credentials of the proposer to be demonstrated in the areas of expertise necessary to the project.

A. Proposal Due Date

Proposals must be submitted by **4 p.m., Monday, January 29, 2018** to:

Mr. Andre' V. Bittas, Director
Planning, Engineering & Permits Department
City of Birmingham
710 North 20th Street, Room 207
Birmingham, Alabama 35203

B. Proposal Format

Each proposal must include the following information, presented in a clear, comprehensive and concise manner to illustrate the firm's capabilities and technical approach to the planning, design and contract administration activities. Proposals shall be made on 8.5" x 11" paper in a 12-pt. type face. Supplemental information should be included separately in an appendix and all sections of the proposal must be tabbed. The format for the proposal is outlined in the following section. Interested firms must submit one (1) unbound original, seven (7) bound copies, and an electronic version in Adobe PDF format.

1. Project Contact – Firm name, business address, telephone number, fax number, e-mail address and name of contact person.
2. Project Goals and Methodology – A statement of the goals and objectives of the project team's approach to the project. This information should include a detailed description of the activities and services to be provided by the project team. This also should include a plan and schedule for project phases, including the acquisition of necessary contracts, permits, and supporting professionals. This portion shall be specific and detailed enough to illustrate that the project team has the knowledge of the necessary and appropriate tasks required to design and manage the construction of the facility. Proposers shall furnish methodology for each of the project phases as described in Section III Scope of Consultant Services.

3. Statement of Qualifications – Include experiences of the project team and assigned personnel of projects similar to the proposed BRT stop facilities. Areas should include planning, design, and construction phase services.
4. Describe each team member experience with design and construction phase services of BRT stop facilities funded by FTA.
5. Your qualifications submittal should include any additional information that relates to the selection criteria included in Section II.H, as that will be the basis of selection.
6. Project Team Organization Structure, Schedule and Personnel – This section should include the following:
 - a. An organization chart of the leading individuals assigned to the project by function.
 - b. The Consultant shall prepare and include an estimated matrix of person-hours only by skill for each phase and task. Any outside professional services or technical support shall be noted by man-hours and task.
 - c. A project work program schedule chronologically outlining the phases, tasks, submissions, meetings, review and approval periods.

C. Disadvantaged Business Enterprise (DBE) Goals

The City's overall DBE goal for this project is thirty-three percent (33%) including eighteen percent (18%) of the Federal financial assistance expended on this U.S. DOT assisted contract. As noted above, Federal financial assistance is expected to cover fifty percent (50%) of the costs of this project.

As a matter of public policy, the City of Birmingham agrees to make opportunities available to the maximum extent possible, to actively include Historically Underutilized Business Enterprises (HUBE's) such as architectural firms, engineering firms, investment banking firms, other professional consultant services providers, and construction contractors as part of business, economic and community revitalization programs.

The City reserves the right to treat any offeror's failure to make good faith efforts to comply with its DBE goal as a matter of responsiveness. In determining whether an offeror has made good faith efforts, the City will take into account the performance of other offerors in meeting the contract goals.

Offerors are required to submit the following information:

- Provide the names and addresses of the DBE firms that will participate in the project team.
- Describe the work that the DBE firm will perform.
- Provide an estimate of the percentage of work by dollar amount that the DBE firms will perform.
- If your firm/team cannot satisfy the DBE goals established for this project, you must provide evidence of a good faith effort to comply with that objective.
- If your firm/team is selected to negotiate a contract awarding the project, you must provide signed documentation of commitments to use DBE firms and confirmation from the DBE firms prior to entering negotiation.

DBE's certified by the Birmingham Construction Industry Authority (BCIA) or the State of Alabama DOT will be accepted for this project. If part of the selected team, any DBE not currently certified by the aforementioned agencies must complete certification prior to the execution of the contract.

The obligation of the offeror is to make good faith efforts. The offerors can demonstrate that it has done so either by meeting the contract goal or documenting good faith efforts. In determining whether an offeror has made good faith efforts, the City of Birmingham will take into account the performance of other offerors in meeting the contract goals.

D. Required Contract Clauses

The City will supply a prototype contract that it will present to the selected firm/team. In addition, the City will ensure that the following clauses must be placed in every U.S. DOT assisted contract and subcontract:

Contract Assurances:

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the City of Birmingham deems appropriate.

Prompt Payment:

The prime contractor agrees to pay each subcontractor under his prime agreements for satisfactory performance of its contract no later than 7 days from the receipt of each payment the contractor receives from the City of Birmingham. The prime contractor agrees to further return retainage payments to each subcontractor within 7 days after the subcontractor's work is successfully completed. Any delay or postponement of payment from the above referenced timeframe may occur only for good cause following the written approval of the City of Birmingham. This clause applies to both DBE and non-DBE subcontractors.

V. ATTACHMENTS

A. City of Birmingham Transparency in City Government Disclosure Form

APPLICABLE TO ALL CITY CONTRACTS AND APPOINTMENTS NOT GOVERNED BY STATE COMPETITIVE BID LAWS

INSTRUCTIONS:

This form must be fully completed by each individual, firm, group, agency, non-profit and other entity (hereinafter referred to as “you” or “Applicant”) seeking to do business with the City, provide services to the City, enter into a contract or appointment with the City, or apply for City funding.

Submit completed forms to the *Mayor’s Office, Third Floor City Hall – Attention: Internal Audit and Contract Compliance Division*. Answer all questions applicable to you. Respond “Not applicable” or “NA” if a question does not apply to you. Attach additional pages if needed. Completed forms will be submitted to the Birmingham City Council along with the Applicant’s proposed contract, appointment and/or funding request.

1. Name of Applicant:
2. Physical Street Address of Applicant:
3. Mailing Address of Applicant (if different from street address):
4. Phone Number of Applicant:
5. Key Contact Person for Applicant:
6. Identify all officers, directors, owners, substantial investors in (5% or more of Applicant’s stock) and partners of the Applicant:
7. Are any of these persons City employees?

8. Are any of these persons related by blood or by marriage to City officials or employees?
If yes, list all pertinent relationships.
9. Identify all key employees or personnel of the Applicant:
10. Are any of these persons City employees?
11. Are any of these persons related by blood or by marriage to City officials or employees?
If yes, list all pertinent relationships.
12. Has the Applicant ever received City funding, entered into a contract or appointment with the City, or provided services to the City?
13. If you answered “Yes” to Question No. 12 :
 - a) State the amount of funds received or amount of the contract or appointment.
 - b) Describe in detail the work performed, scope of appointment, or purpose for which the funds were used, and attach supporting documentation such as receipts and invoices.
 - c) Attach a copy of the contract or appointment.
14. Attach resumes of Applicant’s key personnel.

15. Attach Applicant's articles of incorporation if applicable.
16. Attach Applicant's 501(c)(3) letter from Internal Revenue Service if applicable.
17. Attach Applicant's City of Birmingham business license, if applicable.
18. Describe in detail the work Applicant seeks to perform for the City.
19. Identify all sources and amounts of public funding (federal, state and local) the Applicant has received within the past three (3) years.
20. Has the Applicant ever been suspended or barred from participating in federal contracts or other federal assistance? If yes, explain.
21. Has any individual associated with the Applicant ever been suspended or barred from participating in federal contracts or other federal assistance? If yes, explain.
22. During the past three (3) years, has Applicant retained, hired or paid any lobbyist, political consultant or attorney to assist Applicant in its bid to perform work for the City or obtain a City contract, appointment or funding? If yes, identify by individual name, firm name, address and telephone number any such lobbyist, political consultant or attorney.
23. Identify any business or firm in which:
 - a) The Applicant or its key personnel owns 5% or more of the stock;
 - b) The Applicant or its key personnel serves as an officer or director;
 - c) The Applicant or its key personnel is a partner.

Applicant's failure to file a Transparency in City Government Disclosure Form is punishable by state or local law to the maximum allowed by law and subject to any federal penalties required by the U.S. Code Annotated.

I declare under penalty of perjury that the Applicant's answers to each and every question on the City of Birmingham Transparency in City Government Disclosure Form are true and correct:

Signature

Print Name

Date

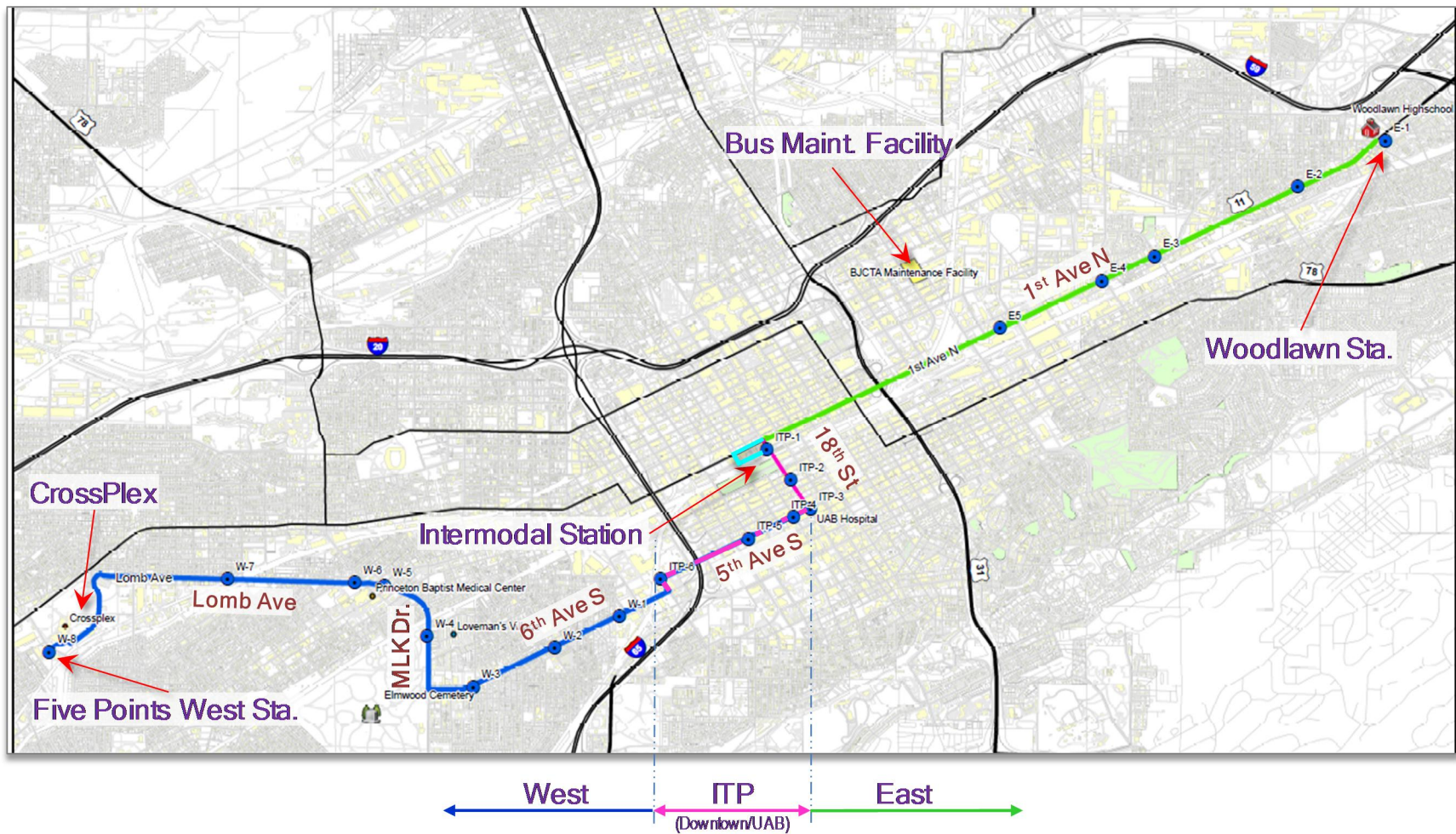
Title/Position with Applicant

B. Federal Clauses - Professional Services

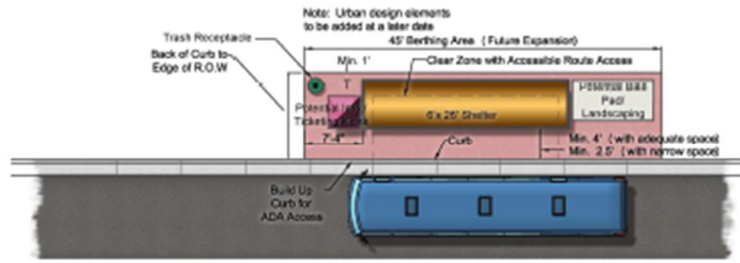
The Federal Clauses for Professional Services is provided as a separately attached file.

VI. EXHIBITS

A. BRT Bus Stop and Corridor Overview



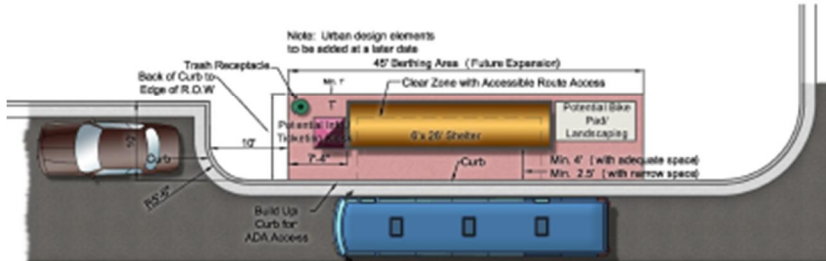
B. Exhibit – Typical Bus Stop Shelter



High Extent of Passenger Amenities

Back of Curb

Passenger
Information
Display

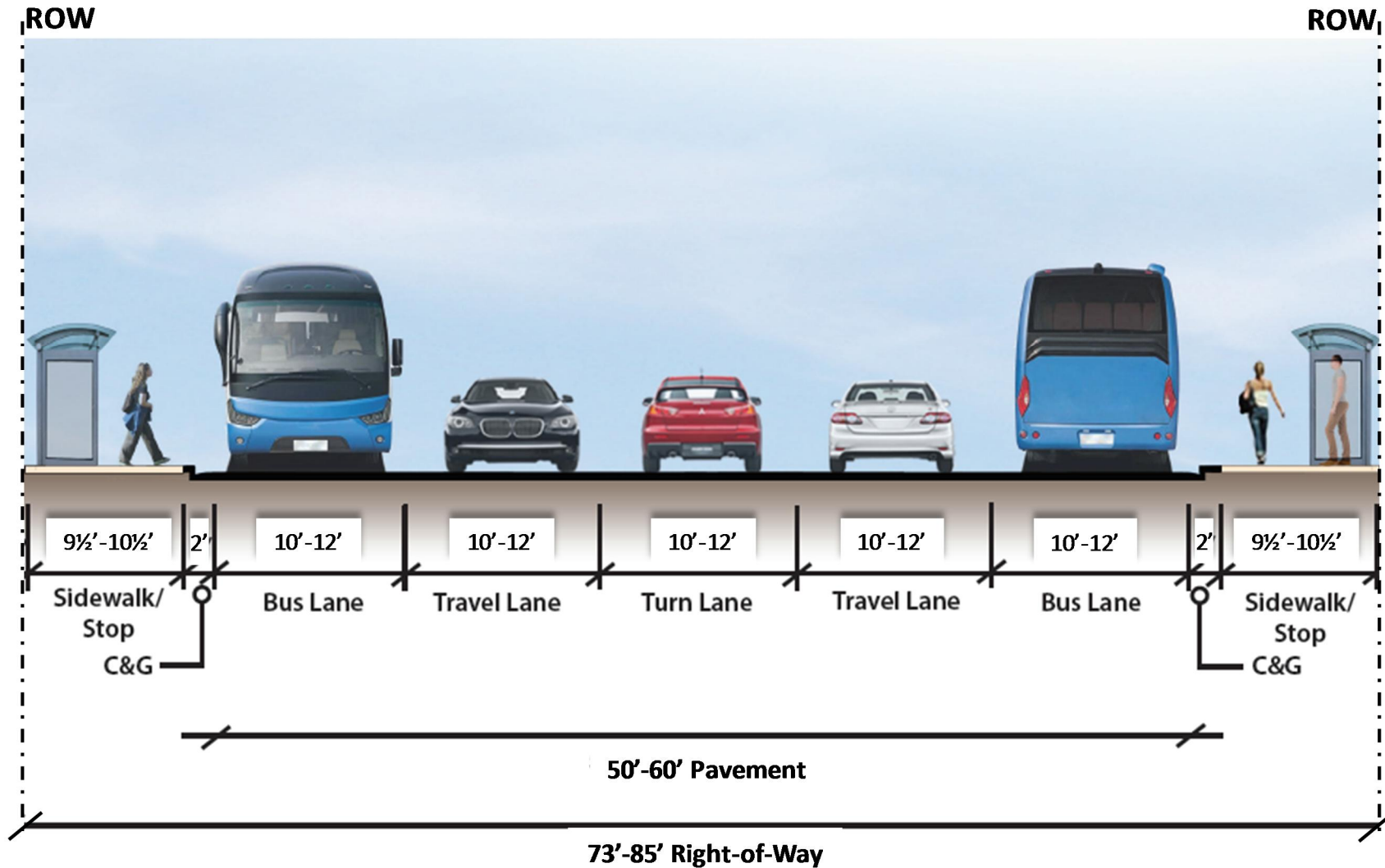


High Extent of Passenger Amenities

Curb Extension



C. Exhibit – Typical Bus Lane Section





BIRMINGHAM FORWARD

**The Birmingham Transit Program
Bus Rapid Transit (BRT)**

**FEDERAL CLAUSES & CERTIFICATIONS
Professional Services**

**City of Birmingham
710 N. 20th Street, Suite 207
Birmingham, AL. 35203**

Fly America Requirements

Applicability – all contracts involving transportation of persons or property, by air between the U.S. and/or places outside the U.S. These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000).

Contractor shall comply with 49 USC 40118 (the "Fly America" Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

Energy Conservation

All Contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

Clean Water

All Contracts and Subcontracts over \$100,000

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

Lobbying

Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts over \$100,000

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

Access to Records and Reports

Applicability – As shown below. These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The following access to records requirements apply to this Contract:

1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO

contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.

2. Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

3. Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where a purchaser which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11).

FTA does not require the inclusion of these requirements in subcontracts.

Federal Changes

All Contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the purchaser and FTA, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

Clean Air

1) Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.

2) Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

No Government Obligation to Third Parties

Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

(1) The recipient and contractor acknowledge and agree that, notwithstanding any concurrence by the US Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the US Government, the US Government is not a party to this contract and shall not be subject to any obligations or liabilities to the recipient, the contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) Contractor agrees to include the above clause in each subcontract financed in whole or in part with FTA assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts

Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

(1) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

(2) If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate.

(3) Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Termination

Applicability – All Contracts over \$10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is \$100,000

a. Termination for Convenience (General Provision) the recipient may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the recipient's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient. If contractor is in possession of any of the recipient's property, contractor shall account for same, and dispose of it as the recipient directs.

b. Termination for Default [Breach or Cause] (General Provision) If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the recipient that contractor had an excusable reason for not performing, such as a

strike, fire, or flood, events which are not the fault of or are beyond the control of contractor, the recipient, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) the recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient shall have the right to terminate the Contract without any further obligation to contractor. Any such termination for default shall not in any way operate to preclude the recipient from also pursuing all available remedies against contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that the recipient elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the recipient shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) the recipient, by written notice, may terminate this contract, in whole or in part, when it is in the recipient's interest. If the contract is terminated, the recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

g. Termination for Default (Transportation Services) If contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while contractor has possession of the recipient goods, contractor shall, as directed by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. Contractor and the recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

h. Termination for Default (Construction) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. the recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. In this event, the recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. Contractor and its sureties shall be liable for any damage to the recipient resulting from

contractor's refusal or failure to complete the work within specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the recipient in completing the work.

Contractor's right to proceed shall not be terminated nor shall contractor be charged with damages under this clause if:

1. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such causes include: acts of God, acts of the recipient, acts of another contractor in the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. Contractor, within 10 days from the beginning of any delay, notifies the recipient in writing of the causes of delay. If in the recipient's judgment, delay is excusable, the time for completing the work shall be extended. The recipient's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of contractor's right to proceed, it is determined that contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the recipient's convenience.

i. Termination for Convenience or Default (Architect & Engineering) the recipient may terminate this contract in whole or in part, for the recipient's convenience or because of contractor's failure to fulfill contract obligations. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the recipient all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the recipient's convenience, it shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for contractor's failure to fulfill contract obligations, the recipient may complete the work by contract or otherwise and contractor shall be liable for any additional cost incurred by the recipient.

If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

j. Termination for Convenience or Default (Cost-Type Contracts) the recipient may terminate this contract, or any portion of it, by serving a notice of termination on contractor. The notice shall state whether termination is for convenience of the recipient or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the recipient, or property supplied to contractor by the recipient. If termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the recipient's convenience, contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the recipient determines that contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of contractor, the recipient, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

Government Wide Debarment and Suspension (Non Procurement)

The Recipient agrees to the following: (1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following: (a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, 2 U.S. OMB, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, (b) It will review the U.S. GSA "System for Award Management," <https://www.sam.gov>, if required by U.S. DOT regulations, 2 C.F.R. part 1200, and (c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant: 1 Will comply with Federal debarment and suspension requirements, and 2 Reviews the "System for Award Management" at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and (2) If the Recipient suspends, debars, or takes any similar action against a Third Party Participant or individual, the Recipient will provide immediate written notice to the: (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project, (b) FTA Project Manager if the Project is administered by an FTA Headquarters Office, or (c) FTA Chief Counsel,

Contracts Involving Federal Privacy Act Requirements

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

Civil Rights Requirements

Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The following requirements apply to the underlying contract:

The Recipient understands and agrees that it must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Recipient or Program, including an Indian Tribe or the Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with that civil rights statute, including compliance with equity in service:

a. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that each Third Party Participant will, comply with Federal transit law, 49 U.S.C. § 5332 (FTA's "Nondiscrimination" statute):

(1) FTA's "Nondiscrimination" statute prohibits discrimination on the basis of: (a) Race, (b) Color, (c) Religion, (d) National origin, (e) Sex, (f) Disability, or (g) Age, and (2) The FTA "Nondiscrimination" statute's prohibition against discrimination includes: (a) Exclusion from participation, (b) Denial of program benefits, or (c) Discrimination, including discrimination in employment or business opportunity, (3) Except as FTA determines otherwise in writing: (a) General. Follow: 1 The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance, and
2 Other applicable Federal guidance that may be issued, but (b) Exception for the Tribal Transit Program. FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its projects funded under the Tribal Transit Program,

b. Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant will: (1) Prohibit discrimination based on: (a) Race, (b) Color, or (c) National origin, (2) Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., (b) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in the preceding section a, and (3) Except as FTA determines otherwise in writing, follow: (a) The most recent edition of FTA Circular 4702.1, "Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance. (b) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3, and (c) Other applicable Federal guidance that may be issued,

c. Equal Employment Opportunity. (1) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and: (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., (b) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note, (c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, and (d) Comply with other applicable EEO laws and regulations, as provided in Federal guidance, including laws and regulations prohibiting discrimination on the basis of disability, except as the Federal Government determines otherwise in writing, (2) General. The Recipient agrees to: (a) Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their: 1 Race, 2 Color, 3 Religion, 4 Sex, 5 Disability, 6 Age, or 7 National origin, (b) Take affirmative action that includes, but is not limited to: 1 Recruitment advertising, 2 Recruitment, 3 Employment, 4 Rates of pay, 5 Other forms of compensation, 6 Selection for training, including apprenticeship, 7 Upgrading, 8 Transfers, 9 Demotions, 10 Layoffs, and 11 Terminations, but (b) Indian Tribe. Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer".

(3) Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures the compliance of each Third Party Participant, with: (a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and (b) Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note,

d. Disadvantaged Business Enterprise. To the extent authorized by applicable Federal law, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Project as follows: 1) Requirements. The Recipient agrees to comply with: (a) Section 1101(b) of MAP-21, 23 U.S.C. § 101 note, (b) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. part 26, and (c)

Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, (2) Assurance. As required by 49 C.F.R. § 26.13(a), (b) DBE Program Requirements. Recipients receiving planning, capital and/or operating assistance that will award prime third party contracts exceeding \$250,000 in a Federal fiscal year must: 1 Have a DBE program meeting the requirements of 49 C.F.R. part 26, 2 Implement a DBE program approved by FTA, and 3 Establish an annual DBE participation goal, (c) Special Requirements for a Transit Vehicle Manufacturer. The Recipient understands and agrees that each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26, (d) the Recipient provides assurance that: The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. part 26. The Recipient shall take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The Recipient's DBE program, as required by 49 C.F.R. part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq.,

(2) Exception for the Tribal Transit Program. FTA exempts Indian tribes from the Disadvantaged Business Enterprise regulations at 49 C.F.R. part 26 under MAP-21 and previous legislation,

e. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of sex, including: (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25, and (3) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

f. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of age, including: (1) The Age Discrimination in Employment Act (ADEA), 29 U.S.C. §§ 621 – 634, which prohibits discrimination on the basis of age, (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, which implements the ADEA, (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., which prohibits discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal funds, (4) U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, which implements the Age Discrimination Act of 1975, and

(5) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

g. Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities: (1) Federal laws, including: (a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities, (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities, 1 General. Titles I, II, and III of the ADA apply to FTA Recipients, but 2 Indian Tribes. While Titles II and III of the ADA apply to Indian Tribes, Title I of the ADA exempts Indian Tribes from the definition of "employer," (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities, (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and (e) Other applicable laws and amendments pertaining to access for elderly individuals or individuals with disabilities, (2) Federal regulations, including: (a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 37, (b) U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. part 27, (c) U.S. DOT regulations, "Transportation for Individuals with Disabilities:

Passenger Vessels,” 49 C.F.R. part 39, (d) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. part 1192 and 49 C.F.R. part 38, (e) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. part 35, (f) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. part 36, (g) U.S. EEOC, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. part 1630, (h) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities,” 47 C.F.R. part 64, Subpart F, (i) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. part 1194, and (j) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. part 609, and (3) Other applicable Federal civil rights and nondiscrimination guidance,

h. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of: (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq., (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 et seq., and (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2,

i. Access to Services for People with Limited English Proficiency. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote accessibility of public transportation services to people whose understanding of English is limited by following: 1) Executive Order No. 13166, “Improving Access to Services for Persons with Limited English Proficiency,” August 11, 2000, 42 U.S.C. § 2000d-1 note, and (2) U.S. DOT Notice, “DOT Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficiency (LEP) Persons,” 70 Fed. Reg. 74087, December 14, 2005,

j. Other Nondiscrimination Laws. Except as the Federal Government determines otherwise in writing, the Recipient agrees to: (1) Comply with other applicable Federal nondiscrimination laws and regulations, and (2) Follow Federal guidance prohibiting discrimination.

k. Remedies. Remedies for failure to comply with applicable Federal Civil Rights laws and Federal regulations may be enforced as provided in those Federal laws or Federal regulations.

Breaches and Dispute Resolution

All contracts over \$100,000

Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the recipient’s authorized representative. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the recipient’s CEO. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the recipient’s CEO shall be binding upon contractor and contractor shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the the False Claims Act, 31 U.S.C. § 3729.

Performance During Dispute - Unless otherwise directed by the recipient, contractor shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the recipient and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State.

Rights and Remedies - Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the recipient or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Patent and Rights in Data

CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK (\$3,000 or less, except for construction contracts over \$2,000).

Patent Rights

A. General. The Recipient agrees that:

(1) Depending on the nature of the Project, the Federal Government may acquire patent rights when the Recipient or Third Party Participant produces a patented or patentable: (a) Invention, (b) Improvement, or (c) Discovery, (2) The Federal Government's rights arise when the patent or patentable information is: (a) Conceived under the Project, or (b) Reduced to practice under the Project, and (3) When a patent is issued or patented information becomes available as described in Patent Rights section A(2), the Recipient agrees to: (a) Notify FTA immediately, and (b) Provide a detailed report satisfactory to FTA,

B. Federal Rights. The Recipient agrees that:

(1) Its rights and responsibilities, and the rights and responsibilities of each Third Party Participant, in that federally funded invention, improvement, or discovery will be determined as provided by applicable Federal laws, regulations, and guidance, including any waiver thereof, and (2) Unless the Federal Government determines otherwise in writing, irrespective of the Recipient's status or the status of any Third Party Participant as a large business, a small business, a State government, a State instrumentality, a local government, an Indian tribe, a nonprofit organization, an institution of higher education, or an individual, the Recipient agrees to transmit the Federal Government's patent rights to FTA as specified in: (a) 35 U.S.C. § 200 et seq., and (b) U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. part 401, and

C. License Fees and Royalties. As permitted by 49 C.F.R. parts 18 and 19:

(1) License fees and royalties for patents, patent applications, and inventions derived from the Project are program income, and (2) The Recipient has no obligation to the Federal Government with respect to those license fees or royalties, except: (a) For compliance with 35 U.S.C. § 200 et seq., which applies to patent rights developed under a federally funded research-type project, and (b) As FTA determines otherwise in writing.

Rights in Data and Copyrights

A. Definition of "Subject Data." means recorded information: (1) Copyright. Whether or not copyrighted, and (2) Delivery. That is delivered or specified to be delivered under the Underlying Agreement,

B. Examples of "Subject Data." Examples of "subject data": (1) Include, but are not limited to:

(a) Computer software, (b) Standards, (c) Specifications, (d) Engineering drawings and associated lists, (e) Process sheets, (f) Manuals, (g) Technical reports, (h) Catalog item identifications, and (i) Related information, but (2) Do not include: (a) Financial reports, (b) Cost analyses, or (c) Other similar information used for Project administration,

C. General Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Recipient's Project supported by the Underlying Agreement: (1) Prohibitions. The Recipient may not: (a) Publish or reproduce any subject data in whole or in part, or in any manner or form, or (b) Permit others to do so, but (2) Exceptions. The prohibitions of Rights in Data and Copyrights C(1) do not apply to: (a) Publications or reproductions for the Recipient's own internal use, (b) An institution of higher learning, (c) The portion of subject data that the Federal Government has previously released or approved for release to the public, or (d) The portion of data that has the Federal Government's prior written consent for release,

D. Federal Rights in Data and Copyrights. The Recipient agrees that: (1) License Rights. The Recipient must provide a license to its "subject data" to the Federal Government, which license is: (a) Royalty-free, (b) Non-exclusive, and (c) Irrevocable, (2) Uses. The Federal Government's license must permit the Federal Government to take the following actions provided those actions are taken for Federal Government purposes: (a) Reproduce the subject data, (b) Publish the subject data, (c) Otherwise use the subject data, and (d) Permit other entities or individuals to use the subject data, and

E. Special Federal Rights in Data for Research, Development, Demonstration, Deployment, and Special Studies Projects. In general, FTA's purpose in providing Federal funds for a research, development, demonstration, deployment, or special studies Project is to increase transportation knowledge, rather than limit the benefits of the Project to the Recipient and its Third Party Participants, therefore, the Recipient agrees that: (1) Publicly Available Report. When the Project is completed, it must provide a Project report that FTA may publish or make available for publication on the Internet, (2) Other Reports. It must provide other reports pertaining to the Project that FTA may request, (3) Availability of Subject Data. FTA may make available to any FTA Recipient or any of its Third Party Participants at any tier of the Project, either FTA's copyright license to the subject data or a copy of the subject data, except as the Federal Government determines otherwise in writing, (4) Identification of Information. It must identify clearly any specific confidential, privileged, or proprietary information submitted to FTA, (5) Incomplete Project. If the Project is not completed for any reason whatsoever, all data developed under the Project becomes "subject data" and must be delivered as the Federal Government may direct, but (6) Exception. Rights in Data and Copyrights Section E does not apply to an adaptation of automatic data processing equipment or program that is both: (a) For the Recipient's use, and (b) Acquired with FTA capital program funding,

F. License Fees and Royalties. As permitted by 49 C.F.R. parts 18 and 19: (1) License fees and royalties for copyrighted material or trademarks derived from Project are program income, and (2) The Recipient has no obligation to the Federal Government with respect to those license fees or royalties, except: (a) For compliance with 35 U.S.C. § 200 et seq., which applies to patent rights developed under a federally funded research-type project, and (b) As FTA determines otherwise in writing,

G. Hold Harmless. Upon request by the Federal Government, the Recipient agrees that: (1) Violation by Recipient. (a) If it willfully or intentionally violates any: 1 Proprietary rights, 2 Copyrights, or 3 Right of privacy, and (b) Its violation occurs from any of the following uses of Project data: 1 Publication, 2 Translation, 3 Reproduction, 4 Delivery, 5 Use, or 6 Disposition, then (c) It will indemnify, save, and hold harmless against any liability, including costs and expenses of: 1 The Federal Government's officers acting within the scope of their official duties, 2 The Federal Government's employees acting within the scope of their official duties, and 3 Federal Government's agents acting within the scope of their official duties, but (2) Exceptions. The Recipient will not be required to indemnify the Federal Government for any liability described in Rights in Data and Copyrights section G(1) if: (a) Violation by Federal Officers, Employees or Agents. The violation is caused by the wrongful acts of Federal employees or agents, or (b) State law. If indemnification is prohibited or limited by applicable State law,

H. Restrictions on Access to Patent Rights. Nothing in this Rights in Data and Copyrights section pertaining to rights in data either: (1) Implies a license to the Federal Government under any patent, or (2) May be construed to affect the scope of any license or other right otherwise granted to the Federal Government under any patent,

I. Data Developed Without Federal Funding or Support. The Recipient understands and agrees that in certain circumstances it may need to provide data developed without any Federal funding or support to FTA. Nevertheless: (1) Protections. Rights in Data and Copyrights Sections A, B, C, and D generally do not apply to data developed without Federal funding, even though that data may have been used in connection with the Project, and (2) Identification of Information. The Recipient understands and agrees that the Federal Government will not be able to protect data developed without Federal funding from unauthorized disclosure unless that data is clearly marked "Proprietary" or "Confidential," and

J. Requirements to Release Data. The Recipient understands and agrees that the Federal Government may be required to release Project data and information the Recipient submits to the Federal Government as required by:

- (1) The Freedom of Information Act, 5 U.S.C. § 552,
- (2) Another applicable Federal law requiring access to Project records, (3) U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations," specifically 49 C.F.R. § 19.36(d), or
- (4) Other applicable Federal regulations and guidance pertaining to access to Project records.

Disadvantaged Business Enterprise

Contracts over \$3,000 awarded on the basis of a bid or proposal offering to use DBEs

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.

b. The contractor shall not discriminate on the basis of race, color, religion, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. If a separate contract goal has been established, Bidders/offers are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.

d. If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

e. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.

f. The contractor must promptly notify the recipient whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of

the recipient.

Prompt payment

Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the Recipient. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Recipient. This clause applies to both DBE and non-DBE subcontracts.

Incorporation of Federal Transit Administration (FTA) Terms

All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual provisions, as stated in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.

Other Federal Requirements

The following requirements are not federal clauses.

Full and Open Competition

In accordance with 49 U.S.C. § 5325(a) all procurement transactions shall be conducted in a manner that provides full and open competition.

Prohibition Against Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

Conformance with ITS National Architecture

Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 and as amended by MAP-21 23 U.S.C. § 517(d), note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg. 1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

Notification of Federal Participation

To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

Interest of Members or Delegates to Congress

No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

Ineligible Contractors and Subcontractors

Any name appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

Other Contract Requirements

To the extent not inconsistent with the foregoing Federal requirements, this contract shall also include those provisions attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the recipient.

Compliance with Federal Regulations

Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Real Property

Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 49 CFR 18.31-18.34, 49 CFR 19.30-19.37, 49 CFR Part 24, 49 CFR 5326 as amended by MAP-21, 49 CFR part 18 or 19, 49 USC 5334, applicable FTA Circular 5010, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Access to Services for Persons with Limited English Proficiency

To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

Environmental Justice

Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1)

Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance,

Environmental Protections

Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the Comprehensive Environmental Response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.S.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

Geographic Information and Related Spatial Data

Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

Federal Single Audit Requirements for State Administered Federally Aid Funded Projects Only

Non Federal entities that expend \$500,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A 133, Audits of States, Local Governments, and Non Profit Organizations. Non Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non Federal entities that expend less than \$500,000 in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in '3052.215(a), but records must be available for review or audit by appropriate officials of the Federal and State agencies.

Catalog of Federal Domestic Assistance (CFDA) Identification Number

The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

CFDA number for the Federal Transportation Administration

A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

Federal Certifications

CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, _____, hereby certify
(Name and title of official)

On behalf of _____ that:
(Name of Bidder/Company Name)

- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Name of Bidder/Company Name _____

Type or print name _____

Signature of authorized representative _____ Date ____/____/____

Signature of notary and SEAL _____

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

- (1) It will comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 CFR part 180,
- (2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
 - a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
 - (1) Debarred,
 - (2) Suspended,
 - (3) Proposed for debarment,
 - (4) Declared ineligible,
 - (5) Voluntarily excluded, or
 - (6) Disqualified,
 - b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
 - (1) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
 - (2) Violation of any Federal or State antitrust statute, or
 - (3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,
 - c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,
 - d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
 - e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a - 2.d above, it will promptly provide that information to FTA,

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

- f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
- (1) Equals or exceeds \$25,000,
 - (2) Is for audit services, or
 - (3) Requires the consent of a Federal official, and
- g. It will require that each covered lower tier contractor and subcontractor:
- (1) Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
 - (2) Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
 - a. Debarred from participation in its federally funded Project,
 - b. Suspended from participation in its federally funded Project,
 - c. Proposed for debarment from participation in its federally funded Project,
 - d. Declared ineligible to participate in its federally funded Project,
 - e. Voluntarily excluded from participation in its federally funded Project, or
 - f. Disqualified from participation in its federally funded Project, and

3. It will provide a written explanation as indicated on a page attached in FTA's TEAM-Web or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Certification

Contractor _____

Signature of Authorized Official _____ Date ____/____/____

Name and Title of Contractor's Authorized Official _____