Lake Havasu City

Notice of Request for Proposals (RFP)

RFP# P20-TRANSIT-500104

Intelligent Transportation System Technology

RFP CLOSING DATE: November 4, 2020
TIME: 3:00 p.m., Arizona Time

Pre-Proposal Conference: None

RFP Packets may be downloaded at:
https://www.lhcaz.gov/development-permitting/bids-rfps
or through Onvia DemandStar at www.demandstar.com

Lake Havasu City Hall
2330 McCulloch Blvd. N
Lake Havasu City, Arizona 86403
Issue Date: October 1, 2020

RFP NO.: P20-TRANSIT-500104

Intelligent Transportation System Technology

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PUBLIC NOTICE
REQUEST FOR PROPOSAL
Lake Havasu City, Arizona

RFP NO.: P20-TRANSIT-500104 RFP CLOSING DATE: November 4, 2020
RFP TITLE: INTELLIGENT TRANSPORTATION SYSTEM TECHNOLOGY

RFP NOTICE: Notice is hereby given that sealed proposals shall be received by the **City Clerk's Office, 2330 McCulloch Boulevard N., Lake Havasu City**, **Arizona, 86403** until **3:00 p.m. Arizona Time on November 4, 2020** All proposals received in proper form shall be publicly opened virtually and read aloud on the same day at 3:00 p.m., Room 109, City Hall, 2330 McCulloch Boulevard N., Lake Havasu City, Arizona, 86403. Public openings may be attended in-person or virtually by accessing the following video conferencing system:

To join the meeting on a computer or mobile phone:
https://bluejeans.com/2330864044?src=calendarLink
Phone Dial-in
+1.408.740.7256 (US (San Jose))
+1.888.240.2560 (US Toll Free)
Meeting ID: 233 086 4044

Pre-Proposal Conference: **None**

Lake Havasu City may reject any proposal not in compliance with all prescribed public competitive procurement procedures and requirements, and may reject for good cause any or all proposals if Lake Havasu City finds it is in the public interest to do so.

RFP DESCRIPTION: Lake Havasu City Transit is soliciting proposals from qualified firms to provide and implement an Intelligent Transportation System. The desired solution will ideally be able to deliver tools for all modes of current and future offered transportation services, including local fixed route services, complimentary paratransit service, mobility, micro-transit and cloud based cashless pay system.

There is not an expressed or implied obligation for Lake Havasu City to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

RFP documents, specifications, and addenda may be obtained in the following locations:

Lake Havasu City Website: https://www.lhcaz.gov/budget-and-finance/bids-rfps

Onvia DemandStar: https://www.demandstar.com/beta/buyers/bids/379820

Pursuant to the Americans with Disabilities Act (ADA), Lake Havasu City endeavors to ensure the accessibility of all of its programs, facilities and services to all persons with disabilities. If you need an accommodation for this meeting, please contact the City Clerk's office at (928) 453-4142 at least 24 hours prior to the meeting so that an accommodation may be arranged.

Publish: **October 1 & 8, 2020 [TODAY'S NEWS HERALD-Daily]**
October 1 & 8, 2020 [ARIZONA BUSINESS GAZETTE-Weekly]

SECTION B – INTENT TO RESPOND NOTIFICATION

RFP NO.: P20-TRANSIT-500104

RFP TITLE: INTELLIGENT TRANSPORTATION SYSTEM TECHNOLOGY

CLOSING DATE & TIME: November 4, 2020 at 3:00 p.m. Arizona Time

LETTER OF INTENT TO RESPOND

This is to notify that it is our present intent to submit a proposal in response to the above referenced RFP.

The individual to whom all information regarding this RFP should be transmitted is:

Company Name: _____

Contact Name: _____

Street Address: _____

City, State, & Zip: _____

Phone Number: Fax Number: _____

E-Mail Address: _____

Submit this Letter of Intent by the deadline for requests for clarification and protests which is to be electronically received by **November 4, 3:00 p.m., Arizona Time**.

Letter of Intent to Bid
RFP No.: **P20-TRANSIT-500104**
Lake Havasu City
Administrative Services
Attn: Lynette Singleton, Procurement
Email to: purchasing@lhcaz.gov

SECTION C – INSTRUCTIONS TO PROPOSER

1.0 IMPORTANT DATES SUMMARY

IMPORTANT DATES (Dates may be subject to change.)	
ACTIVITY (All times are in Arizona time.)	**DATE**
RFP Release/Advertisement	October 1, 2020
Submittal of Written Questions (4:00 p.m. AZ time)	October 28, 2020
Proposal Must Be Submitted by (3:00 p.m. local AZ time)	November 4, 2020
Evaluation Committee reviews Request for Proposals	November 12, 2020
Consultant Presentation/Interviews (Optional)	November 19, 2020

2.0 SOLICITATION

Lake Havasu City Transit is soliciting proposals from qualified firms to provide and implement an Intelligent Transportation System. The desired solution will ideally be able to deliver tools for all modes of current and future offered transportation services, including local fixed route services, complimentary paratransit service, mobility, micro-transit and cloud based cashless pay system. Desired fixed route technologies include schedule/route creation and management, real-time dispatch, automated vehicle location, mobile data computers and reporting functionality. Desired complimentary paratransit and micro-transit technologies include rider management, reservation tools, schedule optimization, real-time dispatch, automated vehicle location, mobile data computers and reporting functionality. Lake Havasu City Transit also desires public-facing technologies for all modes of services, including “Where’s My Ride?” solutions. The cloud based cashless pay system will allow passengers to prepay their fares.

3.0 BACKGROUND

Lake Havasu City has been providing its citizens transit service for over 30 years. Throughout this time there has been a variety of public transit offerings that have changed with the growth of the City. As the surrounding area began to develop it was identified that the public needed a transit service for its unique rural desert community. The City began offering a dial-a-ride service in 1986 which was well received by the community and supported by the City. As the community continued to grow so did the need for additional transit. The original service that started in 1986 remained the same for many years with the only change being the name from dial-a-ride to City Transit. Annual ridership increased to 140k in 2005 a peak that

has never been surpassed. Again, population continued to grow bringing increases to both the ridership and the expenses to deliver the service. The City began to work toward a solution that would continue to fill needs of the transit dependent citizens while still maintaining a demand response service for seniors and persons with disabilities and still be financially manageable.

The City contracted with a transit consulting group to seek out a solution and a replacement of the current City Transit service. At the conclusion of the transit study from the consultant, the City Council approved the plan to bring a fixed route transit system to the City in 2006. Supplemental funding would come from the City, Federal and state funding through ADOT's 5311 grant program. The new fixed route was utilized from the start in the early years of operation and continued until 2010. In early 2010 the consequences of the recession started to affect the local and surrounding economies and transit was affected as well, seen through ridership's declining numbers

During this time period the City would lose two funding sources, state and federal, that were key in the creation of the fixed route service. Also, the outcome of 2010 Census directly impacted the 5311 grant funding the City was receiving from ADOT. Lake Havasu City's population exceeded 50,000 making the City ineligible to receive grant funding from the state. The next transit funding opportunity would come from the 5307 Federal grant program. With the reduction of grant revenue and a potential general fund subsidy dramatically increasing the City Council had to make the difficult decision of eliminating public transit service in 2014. In an effort to continue to offer transportation to the most transit dependent citizens, the City Council directed the transit department to reopen as a much smaller service providing curb-to-curb service to seniors and persons with disabilities for grocery, medical and employment rides.

The Transit Division worked with ADOT to become a recipient of its 5310 grant program "Enhanced Mobility of Seniors and Individuals with Disabilities Program." The City continued its financial support through the general fund and offer the service under the name of Havasu Mobility. Ridership increased and citizens began to inquire frequently when there would be a public transit system available to all residents. In 2016, the Transit Division facilitated meetings with internal City management, the Lake Havasu MPO, and ADOT to bring a transit study to Lake Havasu City. The completed Transit Study-Plan was adopted by the City Council in January 2020. With a new supportable vision and sustainable plan for transit, a new City Manager, pro transit City Council, and Transit Manager, Lake Havasu City has successfully become a direct recipient of 5307 FTA apportionments. Lake Havasu City Transit is looking to launch fixed route and micro-transit services in 2021.

Lake Havasu City Transit currently has four 5310 mobility vehicles, one complimentary paratransit vehicle and currently looking to begin the process of purchasing a micro-transit fleet and fixed route vehicles.

3.2 PROJECT OBJECTIVES (Scope of Work)

The following is a list of objectives Lake Havasu City Transit hopes to accomplish as part of the work for this project. It is meant to demonstrate the expectations of Lake Havasu City Transit and is not to be considered an all-inclusive list of the work required for this project. The Proposer is encouraged to provide, in its narrative response, any information it believes Lake Havasu City Transit should consider in reaching the project objectives.

- Install Intelligent Transportation System technology on a fleet of to be determined fixed route vehicles, complimentary paratransit vehicles and micro-transit vehicles
- Real-time automated vehicle location awareness and mobile data communication to ensure staff and rider safety, rider satisfaction and operational efficiencies with all areas of operations,
- Improve staff and management ability to record, collect, organize, monitor and respond to information generated by system operations, such as trip performance, scheduling statistics and real-time vehicle locate, communication and data capture.
- Streamline the collection and accuracy of information required for National Transit Database (NTD) reporting and other pertinent data.
- Provide amenities for riders such as next bus technology and ability to schedule rides via an app or website.
- The cloud based cashless pay system is to provide a state-of-the art, open access, user-friendly fare collection system.
- Flexibility to potentially coordinate with other internal technology systems Lake Havasu City Transit may use currently or in the future.
- Flexibility to potentially coordinate with neighboring transit systems in the future.
- Ensure that the technology capabilities procured and implemented through this RFP are designed to facilitate in a cost effective manner the ability to add additional features or enhancements as technology progresses, needs are identified or funds become available.
- Ensure a single interface for all modes of transportation
- Technology proposed must be currently in mainstream production as proposed and not in beta or test.
- Implement technology in phases, if necessary.

3.3 SYSTEM REQUIREMENTS

Fixed Route Technology

- Route Creation and Management
  - Creation and management of schedule, route, run and stop information
  - Must be GTFS compliant
- User-friendly dispatch tools

    - Tools to assist in managing day-to-day operations
    - Alerting tool to notify Dispatch of various service anomalies
    - Messaging tool to allow communication with drivers/operators
    - Headway analysis tools
    - Estimated Time of Arrival (ETA) notifications for dispatch staff
- Automated Vehicle Location
    - Live vehicle tracking from dispatch with a display that is capable of displaying real-time locations of entire Fixed Route fleet vehicles
    - Historic playback
- Integrated in-vehicle driver device
    - Auto refresh rate of every 5 seconds for vehicle GPS locations
    - Allow messages between driver and dispatch
    - Allow driver to record passenger count information via the driver device
    - Pre- and Post-Trip inspection capability via the driver device
- Report & Analysis Tools
    - Lake Havasu City Transit expects a flexible reporting module, capable of producing all federal, state and county reports
    - NTD report
    - Standard and customizable reports should both be available

Complimentary Paratransit / Demand Response / Micro-Transit

- Rider/Client management
    - Standard demographic information (i.e. name, home address, mailing address, birth date, etc.)
    - ADA eligibility management
    - Favorite addresses
    - Favorite trips
    - Suspension management
- Reservation tools
    - Intuitive interface to allow staff to quickly create reservations
    - Customizable pick-up and drop-off time management
    - Attendant/Guest management
    - Ability to immediately schedule trips and same time as creating a reservation
- Schedule Management
    - Lake Havasu City Transit desires the system to provide scheduling tools to help staff quickly and easily create schedules that minimize overall vehicle hours and/or miles
    - Lake Havasu City Transit desires intuitive tools to allow:
    - Manual scheduling
    - Fully-optimized scheduling engine to automated scheduling
- User-friendly dispatch capability
    - Customizable “views” to allow quick access to required information
    - Ability to schedule on-demand trips
    - AVL integration to allow live viewing of vehicles

    - Messaging capability to communicate with drivers/operators
    - Arrival Predications
    - Service anomaly notifications/alerts
- Integrated in-vehicle driver device
    - Auto refresh rate of every 5 seconds for vehicle GPS locations
    - Allow messages between driver and dispatch
    - Allow driver to record passenger count information via the driver device
    - Pre- and Post-Trip inspection capability via the driver device
- Report & Analysis Tools
    - Lake Havasu City Transit expects a flexible reporting module, capable of producing all federal, state and county reports
    - NTD report
    - Standard and customizable reports should both be available

Public Facing Solutions

Fixed Route Services

- Live vehicle location and prediction arrival information for public users
- Smart-phone App and Web Portal access
- "Where's My Ride?" feature
- "Locate Me" feature
- "Favorites" feature

Complimentary Paratransit/Demand Response

- Ability to book, cancel, and confirm trips
- Live vehicle location and prediction arrival information for public users
- Smart-phone App and Web Portal access

Micro-Transit

- Ability to book, cancel and confirm trips
- Live vehicle location and prediction arrival information for public users
- Smart-phone App and Web Portal access
- "Where's My Ride?" feature
- "Locate Me" feature
- "Favorites" feature

Cashless Cloud Based Pay System

- The objective of the Cloud Based Pay System is to provide state-of-the-art, open access, user-friendly, fare collection/sales system that can accept convenience passes, transfer tickets, and smart cards
- Shall maximize ease of use for riders, drivers and support staff
- Shall have reliability of system performance
- Shall maximize accuracy and security of information
- Cost effectiveness of operations
- Provide a system that produces user-defined periodic reports, relative to the number of transactions and periodic financial reports related to operations

Implementation and Deployment

- Proposer should identify a Project Manager to be Lake Havasu City Transit's single point of contact through-out the deployment
- Proposer to provide a detailed explanation of how the Intelligent Transportation System Technology is to be designed and configured
- Proposer to provide detailed training agenda and methodology
- Proposer to provide a suggested project timeline
- Proposer to provide detailed information regarding in-vehicle installation process

Support and Maintenance

- Proposer to explain any offered ongoing support and maintenance programs for an annually renewable term up to five (5) years.
- Lake Havasu City Transit desires 24/7/365 access to support personnel

Future Technology Options

- Lake Havasu City Transit is interested in learning about other potential technologies that could be deployed initially or in the future. Lake Havasu City Transit desires a technology partner that is anticipating the needs of the transit community and building technologies to meet these needs. Lake Havasu City Transit believes that there may be new innovative technologies that could be incorporated into an Intelligent Transportation System and invites proposers to provide information regarding these potential technologies.

Lake Havasu City Transit reserves the right to phase the above requirements based on funding availability.

4.0 MINIMUM QUALIFICATIONS

Proposers are expected to have a minimum of 5 years of relevant and documented experience in Intelligent Transportation Systems.

Documentation provided by the proposer to demonstrate the required years of experience in Intelligent Transportation Systems by the proposer. If a proposer fails to meet these minimum qualifications in their proposal, the proposal shall be disqualified and will not be evaluated.

5.0 CONTRACT TERMS AND CONTRACTUAL RELATIONSHIP

The successful proposer will be required to enter into a contract with the City to provide the Intelligent Transportation System Technology, fulfilling the City's legal obligation to provide a public transit system. The terms of that contract shall be commercially reasonable and will be negotiated in connection with the agreement once a decision has been reached on the winning proposal. The proposer shall include sample contract(s) for consideration for implementation-deployment as well as ongoing support and maintenance.

6.0 GENERAL DESCRIPTION

This Request for Proposals seeks and invites competitive proposals from qualified companies, including, but not limited to, the assumption of all future obligations associated with the Intelligent Transportation System Technology. The successful bidder should be prepared to enter into an ongoing business relationship with the City so that the City can satisfy its legal obligation to provide a public transit system.

7.0 QUESTIONS

All questions that arise relating to this RFP shall be directed in writing to **purchasing@lhcaz.gov**. To be considered, written inquiries shall be received at the above-referenced email address by **October 28, 2020, 4:00 p.m**., Arizona time. Inquiries received will then be answered in an Addendum to the RFP. **Verbal Requests for clarifications or interpretations will not be accepted.** The City may not address questions received after this deadline.

8.0 PROPOSAL FORMAT

Content and completeness are most important. Clear and effective presentations are preferred, with elaborate decorative or extraneous materials strongly discouraged. The proposal shall be submitted in an 8-1/2" X 11" format with foldouts from this basic sized utilized as necessary. Proposal submittal requirements are described below. All proposals must be submitted as specified on the proposal pages, which follow. Any attachments must be clearly identified. To be considered, the proposal must respond to all parts of the RFP.

All proposals must be submitted in a sealed package with the RFP number and RFP title clearly marked on the outside. If more than one package is submitted they should be marked 1 of 2, etc. No more than 50 pages.

1. **Executive Summary**

   a. Include a letter introducing the firm and the primary contact and which is signed by a representative authorized to bind the company.

2. **Qualifications and Experience of Firm**

   a. Provide a description and listing of your firm, current size and years of experience.

3. **Key Personnel**

   a. Describe key personnel involved in the completion of project requirements, including resumes. The proposed Key Personnel shall have the qualifications and experience necessary for successful completion of the awarded project scope. Key Personnel are defined as those individuals who are essential to the successful completion and execution of the awarded contract. Key Personnel must be available for the duration of the engagement and may not be substituted without prior written approval by the City.

4. **References**

   a. Provide three (3) references of similar size and scope of proposed solution. The references should include cities, towns or other appropriate related implementations. The reference list shall include current clients which have been provided within the past five (5) years and shall provide a contact person, telephone number and email address. The City reserves the right to contact clients for reference checks.

5. **Proposed Solution**

   i. Describe offeror's proposed solution to meet all items listed in Section 3: Technology Requirements:
   ii. Fixed Route Technology
   iii. Paratransit/Demand Response/Micro-Transit
   iv. Public Facing Solutions
   v. Cashless Cloud Based Pay System
   vi. Implementation and Deployment
   vii. Support and Maintenance

6. **Future technology considerations**

   a. Lake Havasu City Transit is interested in future and or expansion Intelligent Transportation System Technologies that are not described in this Request for Proposal. Please describe any other technologies that may be of interest.

7. **Price Proposal**

   a. Proposers shall complete the Proposal Pricing Form (Attachment A).

   b. All proposed prices shall remain firm for a minimum of one (1) year from the submittal date of the proposal. If the proposal is accepted, prices shall be firm for the specified contract period.

9.0 PROPOSAL DELIVERY

At least one (1) signed original proposal, together with three (3) copies and one (1) electronic copy (in PDF format on a flash/thumb drive) of the proposal, must be submitted. Submittals must be clearly addressed to the City Clerk's Office, 2330 McCulloch Blvd. N, Lake Havasu City, Arizona, 86403, and received no later than **November 4, 2020, 3:00 p.m., Arizona time**. Late submittals will not be considered under any circumstances. Submittals must be in a sealed envelope with the RFP Number and the Proposer's name and address clearly indicated on the envelope. RFP documents are available on Lake Havasu City's website at www.lhcaz.gov . For technical information, please contact Patrick Cipres, CipresP@lhcaz.gov with a copy to Purchasing@lhcaz.gov by the Questions deadline above identified in Paragraph 7.0.

Proposals will be opened immediately after 3:00 p.m. (Arizona time) on November 4, 2020 at Lake Havasu City Hall, Room 109, located at 2330 McCulloch Blvd. N, Lake Havasu City, Arizona, 86403.

10.0 SCOPE

The proposal must acknowledge and assume any costs required to observe and comply with all established federal, state, and local administrative rules, codes, ordinances, regulations, standards, and laws applicable to perform the work regardless of whether or not they are referred to by the City. Proposer shall perform all services required pursuant to the agreement in the manner and according to the industry standards observed by a competent practitioner of the profession in which Proposer is engaged.

The proposal must identify all aspects of the proposed Intelligent Transportation System Technology including, but not limited to, the following:

- Proposed future obligations of both parties with respect to the costs associated with the Intelligent Transportation System Technology;
- Proposed future contractual relationship between Proposer and City for Intelligent Transportation System Technology;

SECTION D – TERMS AND CONDITIONS

1.0 PROPOSAL TERMS

The terms of the proposal shall be commercially reasonable and will be negotiated in connection with the agreement. Proposals must include the following terms:

1. Operation and maintenance of the Intelligent Transportation System for a minimum of 2 years;

2.0 EVALUATION

Lake Havasu City will review and score the proposals based on the following criteria:

1	**Technological Solution**	**30%**
	• Ability to understand and meet each Agency's requirement. • Resolving design, interface and ease of use requirements, security features of the system, technical understanding and ability to timely complete the project.	
2	**Technical Qualifications and Experience**	**25%**
	• Experience in performing work similar in nature and/or related to the work described in 3.2 Project Objectives (Scope of Work) of this Request for Proposal; experience working with transit agencies, strength and financial stability of the firm; appropriateness of personnel to their assigned work tasks; logic of project organization; adequacy of labor commitment. • Demonstrated competence and follow-up after installation as evidenced by supporting references.	
3	**Record of Past Performance**	**15%**
	• Proven track record of completed work. • Satisfaction of key references.	
4	**Qualifications and Experience of Key Personnel**	**15%**
	• Qualifications and previous experience of personnel; key personnel's level of involvement in performing related work cited in "*Key Personnel"* Section on Page 13 of this RFP) and ability to meet *Lake Havasu City Transit* needs in terms of performance and scheduling.	
5	**Cost**	**15%**
	• Competitive and reasonable • Detailed price of system, including installation and maintenance listed in Attachment A	

Selected Proposal will have the highest score averaged from the scores of the reviewers, with 100 points being the maximum possible individual score.

3.0 CONSULTANT PRESENTATIONS/INTERVIEWS (OPTIONAL): SCORING

Proposing firms selected for presentations/ interviews (if needed) will be invited to participate in discussions with the Selection Committee at such date as announced by the City and awarded points based upon the criteria as outlined below. Proposing firms may be given additional information for these presentations/ interviews. These discussions will relate less to the past experience and qualifications already detailed in the Proposals and more to (i) identifying the Proposing firms' program approach and to an appraisal of the people who would be directly involved in this Services for this RFP, and (ii) exploring with the Proposer the scope and nature of the project, the Proposer's proposed method of performance and the relative utility of alternate methods of approach.

Presentation/Interview

General Information – up to 10 points

Technological Solutions – up to 40 points

Technical Qualifications and Experience – up to 30 points

Qualifications and Experience of Key Personnel – up to 20 points

Total Possible Points for Oral Interview – up to 100

Total Points Possible for Proposal: 200

4.0 AWARD

Award Recommendations will be posted on the Lake Havasu City Website at https://www.lhcaz.gov/budget-and-finance/bids-rfps. A file will be available for all proposers and the public for review, consisting of this RFP, all accepted proposals, scoring document, memorandum to the City Council, advertising documents, and Conference attendance sheets. City Staff will present the recommendations to the City Council at a regularly held meeting. The City Council will take action to accept or reject the recommended proposal at that time, and to direct Staff to negotiate the final business terms with the successful Proposer, substantially conforming to the chosen proposal. The resulting contract will then be taken to the City Council for final approval and execution.

5.0 RIGHT TO DISQUALIFY

The City reserves the right to disqualify any Proposer who fails to provide information or data requested herein or who provides materially inaccurate or misleading information or data. The City reserves the right to disqualify any Proposer on the basis of any real or apparent conflict of interest that is disclosed by the proposals submitted or any other data available to the City.

6.0 CITY'S RESERVATION OF RIGHTS

In connection with the issuance of this RFP, the City reserves and may, in its sole discretion, exercise any one or more of the following rights and options that Proposers hereby agree to by submitting a Proposal to the RFP:

1. To reject any and all Proposals and to reissue this RFP at any time;
2. To issue a new RFP with terms and conditions substantially different from those set forth in this or a previous RFP;
3. To issue a new RFP with terms and conditions that are the same or similar as those set forth in this or a previous RFP in order to obtain additional Proposals or for any other reason the City determines to be in the best interest of the City;
4. To extend this RFP in order to allow for time to obtain additional Proposals prior to the RFP's Proposal deadline, or for any other reason the City determines to be in the best interest of the City;
5. To supplement, amend, substitute or otherwise modify or amend this RFP at any time;
6. To cancel this RFP at any time;
7. To wave any defect of deficiency in any proposal;
8. To enter into negotiations with any one or more Proposers regarding the terms of their proposals; and
9. To enter into simultaneous, competitive negotiations with multiple Proposers.

7.0 PREPARATION COSTS

Under no circumstances will the City be responsible for any costs incurred by anyone in: 1) responding to this RFP; 2) in any subsequent follow up to the proposal; or 3) in any subsequent negotiations of a contract.

8.0 PROPOSER CERTIFICATION

By submitting a proposal, each Proposer certifies it has not paid or agreed to pay any fee or commission, or any other item of value contingent on the award of a contract to any employee, official or current contracting consultant of the City. Any Proposer unable to comply with any required certifications may be disqualified.

In compliance with A.R.S. §§ 1-501 and 1-502, the City shall require any successful Proposer that submits its proposal as a sole proprietorship or as an individual to complete the Affidavit of Lawful Presence prior to the award of any contract resulting from this process.

9.0 COVENANT AGAINST CONTINGENT FEES PAID TO PROPOSER

By submitting a proposal, the Proposer and each member of the development team certifies that they have not employed nor retained any person or company, other than a member of the development team or a bona fide employee working solely for the Proposer or any member of the development team, to solicit or secure the contract described in this RFP, and that no agreement has been made to pay the Proposer or any member of its development team any fee, commission,

percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or execution of such contract. The Proposer certifies submission of the Proposal did not involve collusion or other anti-competitive practices.

10.0 APPLICABLE LAW

Any and all disputes arising under this RFP and any resulting contract shall be governed according to the laws of the State of Arizona, and the Proposer shall agree that the venue for any such action brought to enforce provisions of the contract shall be in the State of Arizona.

11.0 COMPLIANCE WITH LAWS

Proposers agree to fully observe and comply with all applicable Federal, State and local laws, regulations, standards, codes and ordinances.

12.0 ADDITIONAL TERMS AND CONDITIONS

By issuing this RFP, the City shall not create any contractual rights or obligations by and between the City and any person or entity responding hereto.

13.0 FAIR TRADE CERTIFICATIONS

By submitting a Proposal, the Proposer certifies 1) Independent Prices. The prices have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with anyone. 2) No Disclosure. Unless otherwise required by law, the prices which have been quoted in its Proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by Proposer prior to opening. 3) Influence on Competition. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition.

Attachment A: Cost Proposal Form

Deliverable	Upfront Cost	Ongoing Annual Cost (5-year annual renewal based term)
Fixed Route Technology		
Software Licensing		
Deployment Services		
Hardware (including Installation)		
Travel		
Other (please list)		
SUBTOTAL		
Complimentary Paratransit/Mobility Technology		
Software Licensing		
Deployment Services		
Hardware (including Installation)		
Travel		
Other (please list)		
SUBTOTAL		
Micro-Transit Technology		
Software Licensing		
Deployment Services		
Hardware (including Installation)		
Travel		
Other (please list)		
SUBTOTAL		
Public-facing Solutions		
Fixed Route Service		
Software Licensing		
Deployment Services		
Hardware (including Installation)		
Travel		
Other (please list)		
SUBTOTAL		
Public-facing Solutions		
Paratransit/Mobility		

Software Licensing		
Deployment Services		
Hardware (including Installation)		
Travel		
Other (please list)		
SUBTOTAL		
Public-facing Solutions		
Micro-Transit		
Software Licensing		
Deployment Services		
Hardware (including Installation)		
Travel		
Other (please list)		
SUBTOTAL		
Cloud Based Payment System		
Software Licensing		
Deployment Services		
Hardware (including Installation)		
Travel		
Other (please list)		
SUBTOTAL		
Deployment Services		
Software Licensing		
Deployment Services		
Hardware (including Installation)		
Travel		
Training		
Other (please list)		
SUBTOTAL		

Attachment B: Bidder's Affidavit

NON-COLLUSION

The Bidder affirms that, in connection with this Bid, the prices or cost data have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition and that the proposal herewith submitted is a genuine and not a sham or collusive Bid, or made in the interest or on behalf of any person not therein named; and further says that the said Bidder has not directly, or indirectly, induced or solicited any Bidder on the above Work or supplies to put a sham Proposal, or any other person or corporation to refrain from Bidding; and that said Bidder has not in any manner sought by collusion to secure to himself/herself an advantage over any other Bidders.

CONFLICTS OF INTEREST & ANTI-KICKBACKS

In regards to any performance of the Work or the provision of services or materials under the Contract resulting from this solicitation the Bidder affirms that:

1. It has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any such interest, which conflicts in any manner or degree with the services required to be performed under this Contract and that it shall not employ any person or agent having such interest. In the event that the Bidder, as Contractor, or its agents, employees or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such interest to Lake Havasu City and take immediate action to eliminate the conflict or to withdraw from said Contract as Lake Havasu City may require.
2. No officer, employee, Board member, agent of Lake Havasu City, or family member of same shall have or acquire any personal interest in this submittal, or have solicited, accepted or granted a present or future gift, favor, service, or other thing of value from or to any person involved in this submittal and that no such gratuities were offered or given by the Bidder or any of its agents, employees or representatives, to any official, member or employee of Lake Havasu City or other governmental agency with a view toward securing a Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the Award or performance of this Contract.

CONTINGENT FEES AND GRATUITIES

The Bidder affirms that in connection with this Bid:

1. No person or selling agency, except bona fide employees or designated agents or representatives of the Bidder, has been employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid.
2. No gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any of its agents, employees or representatives, to any official, member or employee of Lake Havasu City or other governmental agency with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Contract.

SEGREGATED FACILITIES

The Bidder certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under its control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity or Civil Rights clause in any

Contract resulting from acceptance of this Bid. As used in this Certification, the term "segregated facilities" means any waiting rooms, Work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise.

DEBARMENT AND SUSPENSION

The Bidder certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three (3) year period preceding this Bid been convicted of, or had a civil judgment rendered against them for, 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; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are 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 enumerated in Paragraph 2 above; and
4. Have not within a three (3) year period preceding this Bid had one or more public transactions (Federal, State or local) terminated for cause or default.

If Bidder is unable to certify to any of the statements in this certification, the Bidder shall attach an explanation to this Section.
Note: The penalty for making false statements in offers is described in 18 U.S.C. 1001.

THE BIDDER 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 USC SECTIONS 3802, ET SEQ., ARE APPLICABLE THERETO.

_____ _____

Authorized Signature Date

Printed Name and Title: _____

Company Name:_____

Attachment C: Insurance Requirements

LIABILITY INSURANCE REQUIREMENTS

A. Consultant and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Agreement, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, employees or subcontractors.

B. The *insurance requirements* herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits contained herein are sufficient to protect the Consultant from liabilities that might arise out of the performance of the work under this Agreement by the Consultant, its agents, representatives, employees or subcontractors, and Consultant is free to purchase additional insurance.

C. MINIMUM SCOPE AND LIMITS OF INSURANCE: Consultant shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**
Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

a. General Aggregate	$2,000,000
b. Products – Completed Operations Aggregate	$1,000,000
c. Personal and Advertising Injury	$1,000,000
d. Blanket Contractual Liability – Written and Oral	$1,000,000
e. Damage to Rented Premises	$ 50,000
f. Each Occurrence	$1,000,000

i. The policy shall be endorsed, as required by this written agreement, to include the following additional insured language: ***"Lake Havasu City, its departments, agencies, boards, commissions, and its officers, officials, agents, volunteers, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Consultant ".***

ii. Policy shall contain a waiver of subrogation, as required by this written agreement, in favor of Lake Havasu City, its departments, agencies, boards, commissions, and its officers, officials, agents, volunteers, and employees for losses arising from work performed by or on behalf of the Consultant.

iii. Completed operations coverage shall remain effective for

at least two years following expiration of Agreement.

1. Business Automobile Liability

   a. Bodily Injury and Property Damage for any owned, hired, and/or non- owned vehicles used in the performance of this Agreement.

   Combined Single Limit (CSL) $1,000,000

   i. The policy shall be endorsed to include the following additional insured language: “Lake Havasu City, its departments, agencies, boards, commissions, and its officers, officials, agents, volunteers, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Consultant, involving automobiles owned, leased, hired or borrowed by the Consultant ."

   ii. Policy shall contain a waiver of subrogation against Lake Havasu City, its departments, agencies, boards, commissions, and its officers, officials, agents, volunteers, and employees for losses arising from work performed by or on behalf of the Consultant.

2. Workers’ Compensation and Employers' Liability

   b. Workers’ Compensation Statutory

   c. Employers' Liability

Each Accident	$1,000.000
Disease – Each Employee	$1,000,000
Disease – Policy Limit	$1,000,000

   i. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of Lake Havasu City, its departments, agencies, boards, commissions, and its officers, officials, agents, volunteers, and employees for losses arising from work performed by or on behalf of the Consultant.

   ii. This requirement shall not apply to each contractor or subcontractor that is exempt under A.R.S. § 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

3. Professional Liability (Errors and Omissions Liability)

   a. Each Claim $1,000,000

   b. Annual Aggregate $2,000,000

   i. In the event that the professional liability insurance required by this Agreement is written on a claims-made

basis, Consultant warrants that any retroactive date under the policy shall precede the effective date of this Agreement; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a

period of two (2) years beginning at the time work under this Agreement is completed.

ii. The policy shall cover professional misconduct, negligent acts, or lack of ordinary skill for those positions defined in the Scope of Work of this Agreement.

D. ADDITIONAL INSURANCE REQUIREMENTS: The policies, with the exception of Workers' Compensation and Professional Liability, shall include, or be endorsed to include, the following provisions:

1. Lake Havasu City, its departments, agencies, boards, commissions and its officers, officials, agents, volunteers, and employees wherever additional insured status is required.
2. The Consultant's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Consultant shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

E. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Agreement shall not be suspended, voided, cancelled, reduced in coverage or in limits without ten (10) business days written notice to the City. Such notice shall be mailed directly to Lake Havasu City, Community Investment Department, Procurement Division, 2330 McCulloch Blvd. North, Lake Havasu City, Arizona 86403 and shall be sent by certified mail, return receipt requested.

F. ACCEPTABILITY OF INSURERS**:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Consultant from potential insurer insolvency.

G. VERIFICATION OF COVERAGE**:**

1. Consultant shall furnish City with certificates of insurance as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
2. All certificates and endorsements are to be received and approved by City at least ten
(10) days before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this

Agreement and remain in effect for the duration of the Project. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of contract.

3. All certificates required by this Agreement shall be sent directly to Lake Havasu City,

   Administrative Services, Procurement Division, 2330 McCulloch Blvd. North, Lake Havasu City, Arizona 86403. The Project/contract number and Project description shall be noted on the certificate of insurance. City reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time**.**

H. SUBCONTRACTORS**:** Consultant's certificate(s) shall include all subcontractors as insureds under its policies **or** Consultant shall furnish to the City separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G. APPROVAL**:** Any modification or variation from the *insurance requirements* in this Agreement shall be made by the contracting agency in consultation with the Risk Management Division. Such action will not require a formal Contract amendment, but may be made by administrative action.

H. EXCEPTIONS**:** In the event the Consultant or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the Consultant or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

Attachment D: Federal Transit Administration Requirements

Federal Requirements

Federal Transit Administration (FTA) Provisions

Section 1
Fly America Requirements

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.

Section 2
Charter Bus Requirements

Contractor shall comply with 49 USC 5323(d) and (g) and 49 CFR 604, which state that recipients and subrecipients of FTA assistance may provide charter service for transportation projects that uses equipment or facilities acquired with Federal assistance authorized under the Federal transit laws (except as permitted by 49 CFR 604.2), or under 23 U.S.C. 133 or 142, only in compliance with those laws and FTA regulations, "Charter Service," 49 CFR part 604, the terms and conditions of which are incorporated herein by reference.

Section 3
School Bus Requirements

As amended by MAP-21, 23 USC 133, 23 USC 142, and 49 CFR 605, recipients and subrecipients of FTA assistance shall not engage in school bus operations exclusively for transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions.

When operating exclusive school bus service under an allowable exemption, recipients and subrecipients shall not use federally funded equipment, vehicles, or facilities. Violations. If a Recipient or any Third Party Participant that has operated school bus service in violation of FTA's School Bus laws and regulations, FTA may: (1) Require the Recipient or Third Party Participant to take such remedial measures as FTA considers appropriate, or (2) Bar the Recipient or Third Party Participant from receiving Federal transit funds.

Section 4
Energy Conservation

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.

Section 5
Clean Water

. 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.

Section 6
Lobbying

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 $150,000 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.

Section 7
Access to Records and Reports

A. 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.

B. 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 $150,000.

C. 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.

D. 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.

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

F. 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).

Section 8
Federal Changes

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.

Section 9
Clean Air

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. Contractor shall include these

requirements in each subcontract exceeding $150,000 financed in whole or in part with FTA assistance.

Section 10
Recycled Products

All contracts for items designated by the EPA, when the purchaser or contractor procures $10,000 or more of one of these items during the current or previous fiscal year using Federal funds. The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

Section 11
Contract Work Hours & Safety Standards Act

A Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in para. (1) of this section, contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in para. (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in para. (1) of this section.

C. Withholding for unpaid wages and liquidated damages - the recipient shall upon its own action or upon written request of USDOL withhold or cause to be withheld, from any moneys payable on account of work performed by contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours & Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in para.(2) of this section.

D. Subcontracts - Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

Section 12
No Government Obligation to Third Parties

A 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.

B. 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.

Section 13
Program Fraud and False or Fraudulent Statements or Related Acts

A 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.

B. 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.

C. 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.

Section 14
Termination

A Termination for Convenience. 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. 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.

C. 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.

D. Opportunity to Cure. 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.

E. 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.

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.

Section 15
Government Wide Debarment and Suspension

The Recipient agrees to the following:

A. 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:

1. 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. 0MB, "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, "Debarmentand Suspension," 31 U.S.C. § 6101 note,

2. It will review the U.S. GSA "System for Award Management," http://https.www.sam.gov,.proxy1.semalt.design if required by U.S. DOT regulations, 2 C.F.R. part 1200, and

3. 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 http://https.www.sam.gov,.proxy1.semalt.design if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and

B. 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,

Section 16
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 ($3,500 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:

A 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.

B. 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.

Section 17
Civil Rights Requirements

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: 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):

A FTA's "Nondiscrimination" statute prohibits discrimination on the basis of: (a) Race, (b) Color, (c) Religion, (d) National origin, (e) Sex, (f) Disability, (g) Age, or (h) Gender identity 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,

1. 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)

2. 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,

3. 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,

4. 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".

B. 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,

C. 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: 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,

D. 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,

E. 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,

F. 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: 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 Ill of the ADA apply to FTA Recipients, but 2 Indian Tribes. While Titles II and Ill 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 U) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. part 609, and (3) Other applicable Federal civil rights and nondiscrimination guidance,

G. 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,

H. 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,

I. 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.

J. 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.

Section 18
Breaches and Dispute Resolution

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 False Claims Act, 31 U.S.C. § 3729.

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

B. 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.

C. 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.

Section 19
Transit Employee Protective Provisions

Public Transportation Employee Protective Arrangements. The Recipient agrees that 49 U.S.C. § 5333(b) requires employee protective arrangements to be in place as a condition of award of FTA assistance made available or appropriated for FTA programs involving public transportation operations. U.S. DOL recognizes the following categories of arrangements:

(1) U.S. DOL Certification. When its Project involves public transportation operations and is financed with funding made available or appropriated for 49 U.S.C. §§ 5307, 5309, 5312, 5337, or 5339, as amended by Map-21, or former 49 U.S.C. §§ 5308, 5309, 5312, or other provisions of law as required by the Federal Government, U.S. DOL must provide a Certification of employee protective arrangements before FTA may provide financial assistance for the Project. Therefore, the Recipient understands and agrees, and assures that any Third Party Participant providing public transportation operations will agree, that:

(a) It must carry out the Project as provided in its U.S. DOL Certification, which contains the terms and conditions that U.S. DOL has determined to be fair and equitable to protect the interests of any employees affected by the Project, (b) It must comply with 49 U.S.C. § 5333(b), and any future amendments thereto, (c)

It will follow the U.S. DOL guidelines, "Guidelines, Section 5333(b), Federal Transit Law," 29 C.F.R. part 215, except as U.S. DOL determines otherwise in writing, (d) It must comply with the terms and conditions of the U.S. DOL certification of public transportation employee protective arrangements for the Project, which certification is dated as identified on the Underlying Agreement, including: 1 Alternative comparable arrangements U.S. DOL has specified for the Project, 2 Any revisions U.S. DOL has specified for the Project, or 3 Both, and

(e) It must comply with the following documents and provisions incorporated by reference in and made part of the Underlying Agreement for the Project: 1 The U.S. DOL certification of public transportation employee protective arrangements for the Project, which certification is dated as identified on the Underlying Agreement, 2 The documents

cited in that U.S. DOL certification for the Project, 3 Any alternative comparable arrangements that U.S. DOL has specified for the Project, and 4 Any revisions that U.S. DOL has specified for the Project, (2) Special Warranty. When its Project involves public transportation operations, and is financed with funding made available or appropriated for 49 U.S.C. § 5311, as amended by Map-21, for former 49 U.S.C. § 5311 in effect in FY 2012, or a previous fiscal year, or for section 3038 of TEA-21, as amended by section 3039 of SAFETEA-LU,U.S. DOL will provide a Special Warranty for those projects, including projects under the Tribal Transit Program. Therefore, the Recipient understands and agrees, and assures that any Third Party Participant providing public transportation operations will agree, that: (a) It must comply with Federal transit laws, specifically 49 U.S.C. § 5333(b),
(b) Follow the U.S. DOL guidelines, "Guidelines, Section 5333(b), Federal Transit Law," 29 C.F.R. part 215, except as U.S. DOL determines otherwise in writing, (c) It will comply with the U.S. DOL Special Warranty for its Project that is most current on the date when it executed the Underlying Agreement, and documents cited therein, including: 1 Any alternative comparable arrangements U.S. DOL has specified for the Project, 2 Any revisions U.S. DOL has specified for the Project, or 3 Both, and (d) It will comply with the following documents and provisions incorporated by reference in and made part of the Underlying Agreement: 1 The U.S. DOL Special Warranty for its Project, 2 Documents cited in that Special Warranty, 3 Alternative comparable arrangements U.S. DOL specifies for the Project, and 4 Any revisions that U.S. DOL has specified for the Project, and (3) Special Arrangements for 49 U.S.C. § 5310 Projects. The Recipient understands and agrees, and assures that any Third Party Participant providing public transportation operations will agree, that although pursuant to 49 U.S.C. § 5310, and former 49 U.S.C. §§ 5310 or 5317, FTA has determined that it was not "necessary or appropriate" to apply the conditions of 49 U.S.C. § 5333(b) to Subrecipients participating in the program to provide public transportation for seniors (elderly individuals) and individuals with disabilities, FTA reserves the right to make the following exceptions: (a) FTA will make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and (b) FTA reserves the right to make other exceptions as it deems appropriate.

Section 20
Disadvantaged Business Enterprise

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/offerers 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/offerer 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.

Section 21
Prompt payment

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.

Section 22
Incorporation of Federal Transit Administration (FTA) Terms

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.

Section 23
Drug and Alcohol Abuse and Testing

The Contractor agrees to comply with the following Federal substance abuse regulations: a. Drug-Free Workplace. U.S. DOT regulations, "Drug-Free Workplace Requirements (Grants)," 49 C.F.R. Part 32, that implements the Drug-Free Workplace Act of 1988 as amended, 41 U.S.C. §§ 8103 et seq., and 2 CFR part 182, Alcohol Misuse and Prohibited Drug Use. FTA Regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 USC 5331, as amended by Map-21, 49 CFR part 40, 49 USC chapter 53, 49 CFR Part 655, to the extent applicable.

Section 24
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.

Section 25
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 etseq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

Section 26
Access Requirements for Persons with Disabilities

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

Section 27
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.

Section 28
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.

Section 29
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.

Section 30
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.

Section 31
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.

Section 32
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 FAST Act, 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.

Section 33
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.

Section 34
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,

Section 35
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.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.

Section 36
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.

Section 37
Geographic Preference

All project activities must be advertised without geographic preference, (except in A/E under certain circumstances, preference for hiring veterans on transit construction projects and geographic-based hiring preferences as proposes to be amended in 2 CFR Part 1201.

Section 38
Organizational Conflicts of Interest

The Recipient agrees that it will not enter into a procurement that involves a real or apparent organizational conflict of interest described as follows:

(1) When It Occurs. An organizational conflict of interest occurs when the Project work, without appropriate restrictions on certain future activities, results in an unfair competitive advantage:

(a) To that Third Party Participant or another Third Party Participant performing the Project work, and

(b) That impairs that Third Party Participant's objectivity in performing the Project work, or

(2) Other. An organizational conflict of interest may involve other situations resulting in fundamentally unfair competitive conditions,

(3) Disclosure Requirements. Consistent with FTA policies, the Recipient must disclose to FTA, and each of its Subrecipients must disclose to the Recipient:

(a) Any instances of organizational conflict of interest, or

(b) Violations of federal criminal law, involving fraud, bribery, or gratuity violations potentially affecting the federal award, and (4) Failure to Disclose. Failure to make required disclosures can result in remedies for noncompliance, including debarment or suspension.

Section 39
Federal Single Audit Requirements for State Administered Federally Aid Funded Projects Only

Non Federal entities that expend $750,000 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 (0MB) Circular No. A 133, "Audits of States, Local Governments, and Non Profit Organizations" (replaced with 2 CFR Part 200,"Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" effective December 26, 2014 as applicable). 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 the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of 0MB Circular A-133 Subpart B--Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency the New York State Department of Transportation, the New York State Comptrollers Office and the U.S. Governmental Accountability Office (GAO). Non Federal entities are required to submit a copy of all audits, as described above, within 30 days of

issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of 0MB Circular A-133 may result in suspension or termination of Federal award payments.

Section 40
Veterans Preference

Veterans Preference. As provided by 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients:

(1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and (2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.