

COUNCIL AGENDA: JULY 15, 2014

SUBJECT: AUTHORIZATION TO DISTRIBUTE A REQUEST FOR QUALIFICATIONS (RFQ) FOR TRANSIT WEBSITE DESIGN SERVICES

SOURCE: Public Works Department – Transit Division

COMMENT: Since 2010, the City's public transportation system has been utilizing the updated City website design. The updated website design has allowed the transit division to provide standard information to its key audiences. Information such as schedules, maps, fares, and rider information.

With the introduction of real-time transit information, live transit maps and online smartcard fare management in the near future, the City's transit website needs to be redesigned to take advantage of these features.

Further, the website must reflect the audiences it serves (transit riders, non-riders and the community at-large), the values of the organization (excellence in service), and serve as the nucleus for Porterville Transit's external communications. Staff desires to enhance the website design to make it:

1. More user-friendly on a variety of desktop browsers and mobile platforms;
2. More accessible for persons with visual impairments;
3. Offer a more robust translation system;
4. Provide better social media integration; and
5. Integrate Google's trip planning capability.

Staff is seeking authorization to distribute a RFQ for professional services in the fields of website design, implementation, and support services related to replacing the existing transit website. This project will be fifty percent (50%) funded by Federal Transit Administration (FTA) 5307 program funds, and fifty percent (50%) by Local Transportation Funds (LTF).

RECOMMENDATION: That the City Council:

1. Authorize staff to distribute the Request for Qualifications for transit website design.

ATTACHMENT: Request for Qualifications

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Item No. 11

REQUEST FOR QUALIFICATIONS
FOR
TRANSIT WEBSITE DEVELOPMENT



RFQ NO. 14/15-AC1806
July 16, 2014



**NOTICE OF REQUEST FOR QUALIFICATIONS
FOR
TRANSIT WEBSITE DEVELOPMENT
PROFESSIONAL SERVICES CONTRACT
REQUEST FOR QUALIFICATIONS NO. RFQ-14/15-AC1806**

STATEMENTS OF QUALIFICATIONS will be accepted up to 4:00 p.m. Pacific Standard Time (PST) on August 15, 2014, addressed to Transit Manager, Porterville Transit, 291 North Main Street, Porterville, CA 93257.

Because the Porterville Transit Project will be funded with Federal assistance, the selected Offeror is expected to comply with applicable Federal Transit Administration (FTA) requirements.

Richard I. Tree
Transit Manager
City of Porterville

NOTICE TO CONSULTANTS REQUEST FOR QUALIFICATIONS

The City of Porterville's Transit Division, Porterville Transit, is seeking to obtain professional services in the fields of website design, implementation, and support services related to replacing the existing transit website.

The successful firm must be licensed to do business in the State of California at the time of submission of Statement of Qualifications to this Notice. The City of Porterville, CITY, receives funding assistance from the United States Department of Transportation, Federal Transit Administration (FTA) and must comply with the applicable statutory, regulatory, and administrative requirements including FTA third-party contracting requirements.

PORTERVILLE TRANSIT BACKGROUND

Introduction

The City of Porterville's public transportation system (herein Porterville Transit or Transit) is responsible for the provision of public transit service within Porterville Urbanized Area, and is funded with federal, state and local monies, as well as operating revenue. Porterville Transit currently operates nine (9) bus routes and three (3) demand response buses and has approximately twenty-four (24) buses in its fleet.

Purpose

Porterville Transit is seeking to update its transit website to enhance the user experience, simplify content management, and provide better information and customer service to its community. CITY has high standards for design quality, visual appeal and flexibility to take advantage of upcoming and future technologies.

SCOPE OF WORK

An indicative listing of tasks relating to the Contract Scope of Work (Work) for this RFQ is attached hereto as Appendix A. A final determination of levels of effort, work, scope, responsibilities and schedule will be negotiated with the selected Offeror.

TERM OF CONTRACT

The term of this Contract will be negotiated with the selected Offeror. The Contract may be subject to multiple notices-to-proceed which will authorize portions of the Work under the Contract to commence. The estimated contract duration is from the Notice to Proceed to June 1, 2015. Tentative phased design in accordance with FTA procedural requirements and contract durations are included in Appendix B.

ORGANIZATIONAL CONFLICT OF INTEREST AND NON-DISCLOSURE REQUIREMENTS

- A. Each of the following circumstances will be deemed an organizational conflict of interest and the affected Offerors will be not considered:
 - 1. Participation by Persons on more than one Offeror's team performing more than fifteen percent (15%) of the Work; or
 - 2. Participation of an Affiliate of any Person identified in subsection 1) above on another Offeror's team;
 - 3. All Offerors affected by an organizational conflict of interest will be not considered, even if the Person or Affiliate causing the conflict is intended to have a different or lesser role than that described above;
 - 4. A person or firm (at any tier) who is paid for developing or preparing specifications or work statements in the development of a solicitation package or any resulting solicitation.
- B. Non-Disclosure: The Contractor may be given access to records, which are confidential under State law, solely for the purpose of performing the required services under the Contract. The Contractor may be required to sign a non-disclosure statement prior to receipt of such documents obligating each employee, agent, or Subcontractor of the Contractor not to make inappropriate use of or improperly disclose any of the contents of such documents.

DISADVANTED BUSINESS ENTERPRISE (DBE) PROGRAM

CITY has established a DBE program in accordance with the regulations of the U.S. Department of Transportation (USDOT), Title 49, Code of Federal Regulations, Part 26 (49 CFR Part 26). Porterville Transit has received federal financial assistance with the USDOT that it will comply with 49 CFR Part 26.

The CONSULTANT and its subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. DOT-assisted Agreements. Failure by the CONSULTANT to

carry out these requirements is a material breach of this Agreement, which may result in termination of this Agreement or such other remedy, as Porterville Transit deems appropriate.

CITY has established an overall DBE goal of 7.50% for the duration of this agreement and a separate contract goal has not been established for this procurement. DBE firms and small businesses shall have an equal opportunity to participate in the agreement.

SUBMITTAL MATERIALS REQUIREMENTS

A. Letter of interest: The letter of interest must include contact information (name, title, name of firm, mailing address, phone number, and email address) for the authorized representative(s) of the firm(s) submitting the letter of interest. Please ensure that contact information is up-to-date because should CITY need to contact you regarding your submittal materials it will be through the contact person named in the letter of interest. In the case of a team approach, the letter of interest must indicate whether the team members intend to form a partnership, joint venture, prime-major subconsultant or other legal or organizational structure. If the organizational structure is prime-major subconsultant, the prime firm, which could be a corporation, joint venture, partnership, etc., and the major subconsultant firm(s), must be clearly identified. The letter of interest must be signed by a representative who is authorized to commit the firm. For joint ventures the letter of interest must be signed by all joint venture partners. Signing the letter of interest attests that the information provided therein is current and factual.

Letter of interest must be signed in ink by a person or persons, in the case of a joint venture, authorized to act for the Offeror. Evidence of the signer's authority to act on behalf of the Offeror sufficient to satisfy CITY must be submitted. The letter of interest or the Statement of Qualifications shall be date- and time-stamped by a CITY officer or employee at the time of receipt by CITY. It is the responsibility of the Offeror to ensure that the Letter of Interest and Statement of Qualifications is submitted on or before the time specified for receipt.

B. Information on the Offeror: The Statement of Qualifications shall include the following information regarding the Offeror. (In the case of a partnership or joint venture, submit information for the respective partnership or joint venture entity itself and for each member firm making up the partnership or joint venture. In the case of a prime-major subconsultant, submit information for the prime and the major subconsultant(s).)

1. Name of the firm, the year the firm was established under the current name, the principal place of business, the location of all its offices, and a copy of the firm's organizational documents (such as articles of incorporation, limited liability company, registration, etc.)
2. Former firm names. Indicate any other previous names for the firm during the last five (5) years and the effective date of the name change (resulting from not

- only a mechanical change of name, but also such events as succession, assignment, merger, or acquisition).
3. Type of ownership or legal structure of the firm (sole proprietor, partnership, corporation, joint venture, etc.). Provide a copy of the firm's organizational documents (such as articles of incorporation, operating agreement, partnership agreement, and registration, etc.). Organizational documents may be submitted as an appendix to your qualifications.
 4. The annual revenues and average number of employees over the past five (5) years. A current Balance Sheet certified to be an accurate and true copy signed by the firm's Chief Financial Officer, or another corporate executive of the firm who has knowledge of the firm's financial position. The Balance Sheet must be dated to reflect the ending period to which the Balance Sheet information applies. At a minimum the Balance Sheet must reflect current assets, long term assets, current liabilities, long term liabilities, and owner's equity.
 5. The names and phone numbers of a maximum of five (5) clients who may be contacted, including at least two (2) for whom services were rendered during the past twelve (12) months, preferably for services similar to those required for the Contract.
 6. A statement as to whether the firm, its principals or key employees presently, or in the past, are, or have been, involved in any debarment or suspension proceedings.
 7. A statement identifying any contract involving the firm that was terminated for default within the past three (3) years.
 8. Provide a list of example projects which best illustrate the firm's relevant qualifications for this Contract. The list must not exceed ten (10) recent projects that include major projects undertaken within the past ten (10) years. Provide the following information for each project listed:
 - a) Title and location of the project;
 - b) Project owner and owner's project telephone number or other contact details;
 - c) Specific roles of the firm;
 - d) Brief description of the work;
 - e) Period of performance (start and end dates);
 - f) Final contract value;
 - g) Percent of work completed by the firm under the contract;
 - h) Identify any project claims and litigation involving your firm (if none, so state); and
 - i) Did the project involve federal funds (yes or no).
 9. Complete and attach Forms 1 through 7.

C. Key individuals:

1. Identify the persons who will be assigned to the key positions listed below. For each person clearly state the current location of each person.
2. Provide resumes for the persons identified above and for any other individuals deemed to have a major role in providing the services. The resumes must include:

- a) Total years of experience, number of years with the current firm, name of the current employer, and current assignment location;
 - b) Education (highest relevant academic degree(s) and specialization for each degree);
 - c) For individuals who hold current professional registration, identify the registration number, state, and discipline. The name on the professional registration must match the name in Section 3.A above;
 - d) Work experience on up to five (5) recent relevant projects. Include a brief description of the project (scope, size, cost, etc), the person's specific role on the project, the year the person's work on the project was completed, and the person's employer for the project; and
 - e) Names, titles, and contact information for a maximum of three (3) references.
3. Other related information:
- a) Demonstrated capability to undertake the financial responsibilities associated with a professional services contract;
 - b) A narrative on any unique approaches or design solutions the Offeror will undertake to accomplish the work;
- D. Special Services:** The lead consultant shall provide detailed information about special services, if any, that the consultant team provides that enhances its ability to provide the services.
- E. Schedule:** Provide a work schedule for the Transit Website Development project laying out completion of all the Tasks within the proposed scope of work.

In accordance with California Administrative Rule, the Statements of Qualifications and related information submitted by the Offerors (submittal materials), except those portions for which a written request for confidentiality has been made, will be open to public inspection upon posting of the award of this Contract. Offerors shall designate in writing those portions of their submittal materials that contain trade secrets, proprietary, or confidential commercial and financial information that are to remain confidential. The specific proprietary information, trade secrets, or confidential commercial and financial information must be clearly identified as such. Material designated as confidential must be readily separable from the submittal materials to facilitate inspection of the non-confidential portion of the submittal materials. Designation of the submittal materials in its entirety as confidential is not acceptable.

SELECTION

All Statements of Qualifications will be evaluated by a Selection Committee representing city and or professional staff. The Selection Committee will make a recommendation to the City Council of the City of Porterville. However, the final selection will be made by the City Council of the City of Porterville. After evaluation of the submittals, several firms may be selected for oral interview if necessary. Submittals will be evaluated and scored on the following minimum criteria rated by following points:

Pts

- 30 Responsiveness to the Contract Work
- 30 Experience and professional qualifications relevant to the Contract Work;
- 25 Past performance on projects of similar scope for public agencies or private industry, including corrective actions and other responses to notices of deficiencies;
- 15 Capacity to accomplish the work in the required time.

PROCEDURES AND SCHEDULE

CITY reserves the right to accept or reject any and all proposals and to change the scope of this RFQ. The decision of the CITY shall be final. Any Statement submitted during this RFQ process becomes the property of the CITY. The CITY will not be liable for, no pay any costs incurred by the proposer in preparation of a response to this RFQ or any other costs involved including travel or reproduction costs. The RFQ mailing list is available upon request.

DEADLINE

An **original and three (3) copies** of the submittal materials packet shall be submitted not later than August 15, 2014, 4:00 p.m. PST to:

CITY OF PORTERVILLE
RFQ-14/15-AC1806
Porterville Transit
291 N. Main St.
Porterville, CA 93257

Submittals by facsimiles are not acceptable. The Contract will only be awarded to an Offeror that demonstrates the ability to provide all of the services required for the Contract. Submittal materials received for only part of the required services will be considered non-responsive to this notice.

Any inquiry regarding the services required should be directed in writing to Mr. Richard Tree, Porterville Transit, at the address above, or to the Transit Mailbox at the following email address: rtree@ci.porterville.ca.us.

All contact between Offerors and CITY shall only be in writing to CITY's designated contact or to the Transit Mailbox. Offerors may not contact CITY employees or board members or CITY's representatives concerning this RFQ while the solicitation process is in progress.

Any contact determined to be improper, at the sole discretion of CITY, may result in disqualification.

APPENDIX A

SCOPE OF WORK

The Proposer shall perform the Services set out in this illustrative Scope of Services and shall furnish all supervision, labor, materials, tools, designs including all fonts, images and links, equipment, supplies, transportation, insurance and all other items not specifically stated as being furnished by CITY to complete the Services.

Overview

CITY intends on contracting a website development and design firm to create a flexible, informative website that is easy to maintain. The website must develop a friendly site that can deliver large amounts of constantly changing information to our key audiences. In addition to designing a user-friendly site with an intuitive interface, it must also develop a web-based, data base-driven administration tool that allows key management personnel to easily update content without directly accessing source code. The CITY will maintain ultimate editorial control of content.

To be effective, our website must be:

- Easy and intuitive
- Visually pleasing
- Informative
- Safe and secure
- Quick to load and operate
- Responsive to both mobile and desktop environments

Website Goals

- Increase awareness of the Transit mission and promote involvement through programs.
- Retain current customers and gain new ones.
- Attract qualified and diverse staff.
- Improve business efficiencies.
- Present comprehensive information and resources in an easy to use format.
- Increase site promotion activities.
- Integrate brand messaging.
- Deliver a consistent image.

Phases

The selected firm or individual shall meet periodically during the project to determine direction. Some such meetings may be in person or via conference call and online meetings. The CITY's Transit Manager will serve as the Project Manager on behalf of the CITY. The redesigned website must include hosting. The existing website URL's (www.portervilletransit.com, www.ridept.com) shall remain unchanged.

Phase I

The selected firm or individual shall redesign the TRANSIT website effectively and efficiently include the following deliverables:

General Requirements

- Develop a site for today and for the future.
- Setup the layout and user experience of the website in close consultation with the Transit Manager.
- Import/migrate any existing content that can be reused.
- Include HTML and PDF schedules for each route.
- A structured and streamlined navigation so that transitioning from any one section to another and back again is seamless.
- Main content areas should be simplified and organized so that information is logically grouped.
- The information displayed will be the most recent and comprehensive information available.
- A development site that can be migrated to live site.
- Powerful search bar capability should include an auto-complete feature (similar to Google).
- Embed Google Transit trip planner and ensure functionality.
- Secured Procurement Download Tracking with user login and profiles and required login system to view procurement documents. This module should maintain a database of user information (user ID, password, profile information, etc.) Also, this module should have the ability to send email notifications to the Procurement Officer when documents are downloaded and when new users register. The content of this module should be easily modified and updated by the Procurement Officer.
- Secured Socket Layer for displaying specific web pages and for information transmitted to and from the website.
- Easily present alerts and detours, along with access to TRANSIT's real-time portal.

Staff Training and Support

- Train 5 TRANSIT staff members to manage the website and serve as webmasters.
- Provide necessary software and licenses to maintain site.

Design and User Experience

- Provide infrastructure of the site consisting of the "shell" with file access, categories and sitemap, survey capabilities, banner placement, video streaming and collecting and storing data.
- A "free verse" option to write and post information, similar to a blog and landing pages.
- Responsive web design to provide an optimal viewing experience with minimum resizing, panning, and scrolling across a wide range of devices, from mobile phones to desktop computers.

Content Management System

- Open Source Content Management System shall allow for management and updating from any computer, in office and remotely, without the need for other software.
- User permission levels – role-based permissions thus allowing update of content without being able to change the site layout.
- A utility for checking link integrity and generating dead link reports, or as alternative, specify third-party link-checking utilities that may be integrated.
- Content quality checks in place for spelling and grammar.
- Generate or provide the user the ability to create human readable and search-engine friendly URLs for published content.
- Easily updated content on the homepage, including text, photos and video.
- A uniform means of managing web documents whether posted as web pages or downloadable files.
- Ability to upload data into preformatted web page or document location.
- Make web pages and associated media easily editable and organized without knowledge of HTML code.
- Include Find & Replace function to easily update duplicate information on various pages.

Accessibility

- Ensure website design compliance with the Americans with Disability Act to make the redesigned website accessible to persons with visual, occupational, and hearing impairments. The standards of Section 508 of the Rehabilitation Act Amendments of 1998 (29 U.S.C. 794) shall apply.
- The site should recognize the use of “assistive technology” (text to speech, enlarged text) to enable them to use computers and access the Internet.

Search Engine Optimization

- Search Engine Indexing – Submit our new site to Google, Yahoo!, Bing and other popular search engines to ensure we are indexed.
- Meta-Tags, Keywords and Page Titles – Ensure that each web page has the appropriate page title, keywords, or any other meta-tags that are required.
- Natural Search Optimization – Test content structure, linking strategies and sitemap to ensure consistent natural search engine page rankings. Follow Google’s “PageRank” methodology and Webmaster Guidelines to ensure the best practices are followed.
- The Content Management System should include the following modules: News, Calendar, Social Media, and Rider Profile Database.

Development Guidelines/Specifications

The Scope of Services includes website/application support, maintenance, and data backup. Hosting must meet these requirements:

- Unlimited Monthly Bandwidth
- Flexible, easy-to-use control panel
- 24/7 security monitoring and DDoS protection

- 99.9% uptime guarantee
- SSL Certificate
- Unlimited FTP, SFTP or FTPS access
- Provide user authentication authorization controls for access.
- Minimum 1TB web space or greater, scalable as the website grows over time.
- Minimum 1 GB MySQL Database with Database Backup/Restore.
- Free of advertising not authorized by CITY.

Phase II

Stand-alone mobile application (to work on iOS, Android and other platforms). The mobile component would pull in stop level information, via geolocation, broader transit information, real-time information, accessibility and robust translation services for the website.

General Requirements

- Stop-level information (i.e. what stop is closest to the rider, what routes come near you, etc.) based on GPS information and actual reality.
- Work on iOS and Android platforms; integrate other mobile platforms as warranted.
- Integrate real-time information feeds.
- Transit Service Information: Service hours and days, fares, routes, etc.
- Trip planner functionality using Google Transit
- Rider Alerts
- Transit News
- Bus pass purchase

APPENDIX B

COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS

This contract is financed in part with funding received under Section 5307 of the Federal Transit Act. All services performed by CONTRACTOR pursuant to this AGREEMENT shall be performed in accordance and full compliance with all applicable federal laws and requirements including, but not limited to:

A. Charter Bus Requirements

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

Contractor shall comply with 49 USC 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.

B. School Bus Requirements

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

Pursuant to 49 USC 5323(f) 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.

C. Energy Conservation

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

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

D. Clean Water

All Contracts and Subcontracts over \$100,000.

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the

appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

E. Lobbying

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

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

F. Access to Records and Reports

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

The following access to records requirements apply to this Contract:

1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.
2. Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

3. Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where a purchaser which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11).

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

G. Federal Changes

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

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

H. Clean Air

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

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

I. 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.

J. Contract Work Hours & Safety Standards Act

Applicability – Contracts over \$100,000.

1. 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.
2. Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph 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 paragraph 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 paragraph 1 of this section.
3. 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 paragraph 2 of this section.
4. 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.

K. No Government Obligation to Third Parties

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

1. The recipient and contractor acknowledge and agree that, notwithstanding any concurrence by the US Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the US Government, the US Government is not a party to this contract and shall not be subject to any obligations or liabilities to the recipient, the contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
2. Contractor agrees to include the above clause in each subcontract financed in whole or in part with FTA assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

L. Program Fraud and False or Fraudulent Statements or Related Acts

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

1. Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.
2. If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate.
3. Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

M. Termination

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

1. Termination for Convenience (General Provision) the recipient may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in

the recipient's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient. If contractor is in possession of any of the recipient's property, contractor shall account for same, and dispose of it as the recipient directs.

2. Termination for Default [Breach or Cause] (General Provision) If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the recipient that contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of contractor, the recipient, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.
3. Opportunity to Cure (General Provision) the recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient shall have the right to terminate the Contract without any further obligation to contractor. Any such termination for default shall not in any way operate to preclude the recipient from also pursuing all available remedies against contractor and its sureties for said breach or default.
4. 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.
5. Termination for Convenience (Professional or Transit Service Contracts) the recipient, by written notice, may terminate this contract, in whole or in part, when it is in the recipient's interest. If the contract is terminated, the recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.
6. Termination for Default (Supplies and Service) If contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for supplies delivered and

accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

7. Termination for Default (Transportation Services) If contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract. If this contract is terminated while contractor has possession of the recipient goods, contractor shall, as directed by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. Contractor and the recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.
8. Termination for Default (Construction) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. the recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. In this event, the recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. Contractor and its sureties shall be liable for any damage to the recipient resulting from contractor's refusal or failure to complete the work within specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the recipient in completing the work. Contractor's right to proceed shall not be terminated nor shall contractor be charged with damages under this clause if:
 - a. 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
 - b. 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.

9. Termination for Convenience or Default (Architect & Engineering) the recipient may terminate this contract in whole or in part, for the recipient's convenience or because of contractor's failure to fulfill contract obligations. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the recipient all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the recipient's convenience, it shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for contractor's failure to fulfill contract obligations, the recipient may complete the work by contract or otherwise and contractor shall be liable for any additional cost incurred by the recipient. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.
10. Termination for Convenience or Default (Cost-Type Contracts) the recipient may terminate this contract, or any portion of it, by serving a notice of termination on contractor. The notice shall state whether termination is for convenience of the recipient or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the recipient, or property supplied to contractor by the recipient. If termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the recipient's convenience, contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination. If, after serving a notice of termination for default, the recipient determines that contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of contractor, the recipient, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

N. Government Wide Debarment and Suspension (Non Procurement)

Applicability – Contracts over \$25,000.

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractors, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The contractor is required to

comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the recipient. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the recipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

O. Contracts Involving Federal Privacy Act Requirements

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

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

1. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
2. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

P. Civil Rights Requirements

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

The following requirements apply to the underlying contract:

1. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 USC 2000d, Sec. 303 of the Age Discrimination Act (1975), as amended, 42 USC 6102, Sec. 202 of the Americans with Disabilities Act (1990), 42 USC 12132, and 49 USC 5332, contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age or disability. Contractor shall also comply with applicable Federal implementing regulations and other requirements FTA may issue.
2. Equal Employment Opportunity - The following equal employment opportunity

requirements apply to the underlying contract: (a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 USC 2000e, and 49 USC 5332, contractor shall comply with all applicable equal employment opportunity requirements of USDOL, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, USDOL," 41 CFR 60 et seq., (implementing Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC 2000e), and any applicable Federal statutes, executive orders, regulations, and policies that may in the future affect construction activities undertaken in the course of the project. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, contractor shall comply with any implementing requirements FTA may issue.

- a. Age - In accordance with Sec. 4 of the Age Discrimination in Employment Act (1967), as amended, 29 USC 623 and 49 USC 5332, contractor shall refrain from discrimination against present and prospective employees for reason of age. Contractor shall also comply with any implementing requirements FTA may issue.
 - b. Disabilities - In accordance with Sec. 102 of the Americans with Disabilities Act (ADA), as amended, 42 USC 12112, contractor shall comply with the requirements of US Equal Employment Opportunity Commission (EEOC), Regulations to Implement Equal Employment Provisions of the Americans with Disabilities Act, 29 CFR 1630, pertaining to employment of persons with disabilities. Contractor shall also comply with any implementing requirements FTA may issue.
3. Contractor shall include these requirements in each subcontract financed in whole or in part with FTA assistance, modified only if necessary to identify the affected parties.

Q. Breaches and Dispute Resolution

All contracts over \$100,000.

1. 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.
2. Performance During Dispute - Unless otherwise directed by the recipient, contractor shall continue performance under this contract while matters in dispute are being resolved. Claims for Damages - Should either party to the contract suffer

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

3. 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.
4. 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.

R. Transit Employee Protective Provisions

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

1. Contractor shall comply with applicable transit employee protective requirements as follows: (a) Transit Employee Protective Requirements for Projects Authorized by 49 USC 5311 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with FTA assistance authorized by 49 USC 5311, the contractor shall comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program that is most current, and any alternative comparable arrangement specified by U.S. DOL for application to the project, in accordance with U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215, and any revision thereto. [New amendments to U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215, were published at 73 Fed. Reg. 47046 et. Seq., August 13, 2008.]
2. Contractor shall also include any applicable requirements in each subcontract involving transit operations financed in whole or in part with FTA assistance.

S. Disadvantaged Business Enterprise

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

1. 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.
2. The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of 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)).

3. If a separate contract goal has been established, Bidders/offers are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.
4. If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
5. 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.
6. 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.

T. Incorporation of Federal Transit Administration (FTA) Terms

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

1. 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.

U. Drug and Alcohol Abuse and Testing

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

1. 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, 41 U.S.C. §§ 701 et seq. b. Alcohol Misuse and Prohibited Drug Use. FTA Regulations, "Prevention of Alcohol Misuse and

Prohibited Drug Use in Transit Operations," 49 CFR Part 655, to the extent applicable.

V. Full and Open Competition

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

W. 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.

X. 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 note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg. 1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

Y. 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.

Z. 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.

AA. 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.

BB. 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.

CC. Other Contract Requirements

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

DD. 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.

EE. 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, 29 CFR 18.31, 49 CFR 24 Subpart B, FTA Circular 5010.1D, 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.

FF. 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.

GG. Environmental Justice

The Recipient agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations," 42 U.S.C. § 4321 note, except to the extent that the Federal Government determines otherwise in writing.

HH. 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.

II. 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.

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

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

KK. Catalog of Federal Domestic Assistance (CFDA) Identification Number

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

LL. CFDA number for the Federal Transportation Administration

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

FORM 1**NON-COLLUSIVE AFFIDAVIT**

This affidavit is to be filled out and executed by the Bidder; if a corporation makes the bid, then by its properly executed agent. The name of the individual swearing to the affidavit should appear on the line marked "Name of Affiant." The affiant's capacity, when a partner or officer of a corporation, should be inserted on the line marked "Capacity." The representative of the Bidder should sign his or her individual name at the end, not a partnership or corporation name, and swear to this affidavit before a notary public, who must attach his or her seal.

State of _____, County of _____	
I, _____, being first duly sworn, do hereby state that (Name of Affiant)	
I am _____ of _____ (Capacity) (Name of Firm, Partnership or Corporation)	
whose business is _____	
and who resides at _____	
and that _____ (Give names of all persons, firms, or corporations interested in the bid)	
is/are the only person(s) with me in the profits of the herein contained Contract; that the Contract is made without any connection or interest in the profits thereof with any persons making any bid or Proposal for said Work; that the said Contract is on my part, in all respects, fair and without collusion or fraud, and also that no members of the Board of Trustees, head of any department or bureau, or employee therein, or any employee of the Authority, is directly or indirectly interested therein.	
_____ Signature of Affiant	_____ Date
Sworn to before me this _____ day of _____, 20____.	
_____ Notary public	_____ My commission expires
Seal	

FORM 2

Debarment and Suspension Certification for Prospective Contractor

Primary covered transactions must be completed by Proposer for contract values over \$25,000

Choose one alternative:

- ☐ – 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-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 of this certification; and
 4. Have not within a three-year period preceding this Bid had one or more public transactions (federal, state or local) terminated for cause or default.

OR

- ☐ – The Bid is unable to certify to all of the statements in this certification, and attaches its explanation to this certification. (In explanation, certify to those statements that can be certified to and explain those that cannot.)
- 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 Title 31 USC § Sections 3801 are applicable thereto.

– Executed in [insert city and state].

Name:

Authorized signature

Date

Debarment and Suspension Certification (Lower-Tier Covered Transaction)

This form is to be submitted by each Subcontractor receiving an amount exceeding \$25,000.

The prospective lower-tier participant (Bidder) certifies, by submission of this Bid, that neither it nor its "principals" as defined at 49 CFR § 29.105(p) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or Agency.

If the prospective Bidder is unable to certify to the statement above, it shall attach an explanation, and indicate that it has done so by placing an "X" in the following space: _____

THE BIDDER, _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND EXPLANATION, IF ANY. IN ADDITION, THE BIDDER UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 USC §§ 3801 *ET SEQ.* APPLY TO THIS CERTIFICATION AND EXPLANATION, IF ANY.

Name and title of the bidder's authorized official:

Authorized signature

Date

FORM 3

DBE PARTICIPATION INFORMATION

(Proposer must check Option #1 or #2 below, provide required information regarding certified DBE's, and sign this Information Sheet.)

_____ Option #1 – No Certified DBE participation proposed for this contract.

_____ Option #2 – It is proposed that the following DBE(s) be used on this contract.

Name of Certified DBE

DBE Certification NO.

DBE Address

DBE Telephone No.

DBE E-Mail Address

Capacity of DBE (e.g., contractor,
subcontractor, Vendor)

\$ Amount DBE Participation

Description of service or materials to be provided by DBE

Name of Certified DBE

DBE Certification NO.

DBE Address

DBE Telephone No.

DBE E-Mail Address

Capacity of DBE (e.g., contractor,
subcontractor, Vendor)

\$ Amount DBE Participation

Description of service or materials to be provided by DBE

Submitted by:

Signature

Date

Print Name and Title

Name of Contractor, if different than signatory

FORM 4

WORKERS' COMPENSATION INSURANCE CERTIFICATE

STATE OF CALIFORNIA)
) SS
CITY OF PORTERVILLE)

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against the liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work under this contract.

Company: _____

Business Address: _____

Signature: _____

Name of Signing Official: _____

Title of Signing Official: _____

Date: _____

FORM 5

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

Equal Opportunity Clause

Unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Executive Orders 28925, 11114 or Section 204 of Executive Order 11246 of September 24, 1965, during the performance of each contract with the City of Porterville, the CONTRACTOR agrees as follows:

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin or political affiliation. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, gender, national origin or political affiliation. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Transit Manager setting forth the provisions of this nondiscrimination clause.
2. The CONTRACTOR will, in all solicitations or advertisements for employees, placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, national origin or political affiliation.
3. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency Transit Manager, advising the labor union or the workers' representative of the CONTRACTORS' commitments under Section 202 of Executive order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevancy orders of the Secretary of Labor.
5. The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the CONTRACTOR' non-compliance with the non-discrimination clauses of this subcontract or with any of such rules, regulations or orders, this subcontract may be canceled, terminated or suspended, in whole, or in part and the CONTRACTOR may be declared ineligible for further government contracts in accordance with the procedures authorized in accordance with Executive Order 11246 of September 24, 1965, and such other

sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or otherwise provided by law.

7. The CONTRACTOR will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

Certification on Non-Segregated Facilities

The Consultant hereby certifies that it does not or will not maintain segregated facilities not permit its employees to work at locations where facilities are segregated on the basis of race, color, religion, gender, national origin or political affiliation.

Name of Firm

Authorized Signature

Date

FORM 6

BIDDER'S REGISTRATION

Instructions: This form is to be completed and included in the Qualifications Package. Attach additional pages is required.

City of Porterville RFQ 14/15-AC1806

<p>1. Name of firm:</p> <p>2. Address:</p> <p>3. <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Joint Venture</p> <p>4. Date organized: State in which incorporated:</p> <p>5. Names of officers or partners:</p> <p>a.</p> <p>b.</p> <p>c.</p> <p>d.</p> <p>6. How long has your firm been in business under its present name?</p>	
<p>7. Have you been terminated or defaulted in the past five years, on any Contract you were awarded? Have you been barred by Federal process or any Western State? Has your firm ever defaulted on a performance bond? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, then attach as SCHEDULE ONE the full particulars regarding each occurrence.</p> <p>8. Attach as SCHEDULE TWO a list of similar current contracts which demonstrates your technical proficiency, each with contract amount, name and address of contracting party including a contact person and their phone number, character or type of work and percentage of completion.</p> <p>9. Attach as SCHEDULE THREE a list of similar contracts, each with contract amount, name of contracting party including a contact person and their phone number, character or type of work for similar contracts completed in the last five (5) years.</p> <p>10. In the last two (2) years have you ever been denied an award where you were selected? _____. If the answer is YES, attach as SCHEDULE FOUR the full particulars regarding each occurrence.</p> <p>11. Have you ever failed to complete, in the past five (5) years, any contract on which you were selected? _____. If the answer is YES, attach as SCHEDULE FIVE the full particulars regarding each occurrence.</p> <p>12. Have you had any litigation within the previous 5 years involving any current or former projects with clients or government agencies? If the answer is YES, attached as SCHEDULE SIX the findings of any litigation including the status of each case.</p>	
<p>The above information is confidential and shall not be divulged to any unauthorized personnel.</p>	
<p>The undersigned certifies to the accuracy of all information: Name and title: Company:</p> <p>_____</p>	
<p>Authorized signature</p>	<p>Date</p>

FORM 7

ACKNOWLEDGEMENT OF ADDENDA

The following form shall be completed and included in the Proposal.

Failure to acknowledge receipt of all addenda may cause the Proposal to be considered non responsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the Offer.

ACKNOWLEDGMENT OF ADDENDA

The undersigned acknowledges receipt of the following addenda to the documents:

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

Offeror:

Name

Street Address

City, State, Zip

Signature of Authorized Signer

Title

Phone