



**CHATHAM AREA TRANSIT AUTHORITY
REQUEST FOR PROPOSALS**

PROJECT NO. RFP 2022-05

CAT Comprehensive Master Transit Plan

April 20, 2022

PUBLIC NOTICE
CHATHAM AREA TRANSIT AUTHORITY

Request for Proposals No. 2022-05
CAT Comprehensive Master Transit Plan

Notice is hereby given that the CHATHAM AREA TRANSIT AUTHORITY (CAT) is seeking responses for the following:

- Description:** Chatham Area Transit Authority (CAT) is soliciting responses from qualified vendors to provide consulting services and assistance for the organization of the Master Transit Plan.
- Proposals:** Proposal Packages are available at 900 E. Gwinnett Street, Savannah, Georgia, 31401, online at <https://www.catchacat.org/about-cat/doing-business/procurement/procurement-opportunities/>, or by email at victor.colon@catchacat.org.
- Questions:** All questions must be submitted in writing by: **Friday, May 20, 2022** to Victor Colon, Procurement Manager, Chatham Area Transit Authority, 900 East Gwinnett Street, Savannah, GA 31401, or by email at victor.colon@catchacat.org.
- Submittal Deadline:** **Friday, June 03, 2022 at 2 p.m. EST**, CAT Central, 900 E. Gwinnett Street, Savannah, Georgia, 31401

Disadvantaged Business Enterprise (DBE) Requirements:

CAT, in accordance with 49 Code of Federal Regulations (CFR) Part 26, has an obligation to ensure nondiscrimination of DBE's in all aspects of competition, award and administration of federally funded contracts. Notice to all proposers is hereby provided that in accordance with State and Federal laws, CAT will ensure that disadvantaged business enterprises are afforded full opportunity to submit offers and responses to this solicitation, and to participate in any contract consummated pursuant to this advertisement. Compliance with Federal and State laws on Equal Opportunity will also be asserted in consideration for the award of this contract. No proposer will be discriminated against because of age, sex, race, color, religion, national origin, or handicapping conditions.

CAT reserves the right to accept or reject any and all responses submitted. CAT also reserves the right to award a contract based on the submissions alone.

2022-05 Schedule of Events

<u>EVENT</u>	<u>DATE</u>
RFP Issued and Advertised	April 20, 2022
Vendor Inquiry Deadline	May 20, 2022
RFP Submission Deadline	June 3, 2022, 2:00 p.m. EST
Evaluation Committee's Recommendation To Board of Directors	July 12, 2022
Notification of Award to Proposer	July 26, 2022

**Chatham Area Transit Authority
RFP 2022-05 CAT Comprehensive Master Transit Plan**

<u>TABLE OF CONTENTS</u>	<u>PAGE</u>
I. General Information & Instructions	
1.1 Introduction	6
1.2 Response Submission	6
1.3 Response Form Requirement	6
1.4 Inquiries	6
1.5 Ethics and Lobbying Statement	7
1.6 Indemnification	7
1.7 Interest of Members of, or Delegates to, Congress	7
1.8 Ethics	7
1.9 Conflict of Interest	7
1.10 Privacy Act Requirements	8
1.11 Exclusionary or Discriminatory Specifications	8
1.12 Geographic Restrictions	8
1.13 Contractor Assurance	8
1.14 Confidentiality	9
1.15 Government Wide Debarment and Suspension (Non-Procurement)	9
1.16 Subcontracts	9
1.17 Contract Termination: Debarment	9
1.18 State and Local Disclaimer	9
1.19 Submittal of Protests	10
1.20 Response Offer	10
1.21 Response Award	11
1.22 Response Withdrawal	11
1.23 Single Response Situations	11
1.24 Certifications & DBE Policy Statement	11
1.25 Taxes	11
1.26 Contract Termination	12
1.27 Assignments	12
1.28 Addenda	12
1.29 Prohibited Interest	12
1.30 Audit & Inspection	12
1.31 Notice to Proceed	12
1.32 Scope of Services	12

1.33	Evaluation of Responses	13
1.34	Federal Regulatory Requirements	13
1.35	Additional Response Requirements	13

II. Attachments

A.	Scope of Services	15
B.	DBE Certification	22
C.	References	23
D.	Addendum Acknowledgement	24
E.	Offeror's Checklist	25
F.	Proposer Information Form	26
G.	Federal Regulatory Requirements	27
	Federal Clauses	28
	Other Federal Requirements	30
	Federal Certifications	37
	Government-Wide Debarment Certification	38

**CHATHAM AREA TRANSIT AUTHORITY
REQUEST FOR PROPOSALS**

1.1 INTRODUCTION

Chatham Area Transit Authority (CAT) is soliciting proposals from qualified professionals to provide consulting services and assistance for the organization in the Master Transit Plan. CAT anticipates awarding a two (2) year contract to the selected vendor(s).

1.2 RESPONSE SUBMISSION

CAT will receive responses until **2 pm EST, Friday, June 03, 2022**. Any response delivered to CAT after the time specified will not be considered.

One (1) unbound original, three (3) copies, and an electronic copy of the response must be mailed or hand delivered to:

Victor Colon, Procurement Manager
Chatham Area Transit Authority
900 E. Gwinnett St.
Savannah, GA 31401
(912) 651-0453

If there are inconsistencies in the copies provided, the controlling document will be the original response submitted by proposer.

1.3 RESPONSE FORM REQUIREMENTS

All responses must state the full and correct name, address, and capacity of the proposer. If the proposer is an individual doing business under another name, the response shall so state. Partnerships, joint ventures, and corporations shall sign as is appropriate for their type of business. Any erasures, corrections, or other changes appearing on the response forms must be initialed by the persons signing the response.

Except as otherwise provided herein, CAT cannot accept any material marked confidential, trade secret or proprietary. Proposer understands that any material pertaining to this procurement is likely subject to disclosure through the Georgia Open Records Act, O.C.G.A. § 50-18-70.

1.4 INQUIRIES

Should a proposer have questions, please contact in writing:

Victor Colon, Procurement Manager
Chatham Area Transit Authority
900 E. Gwinnett St.
Savannah, GA 31401
(912) 651-0453
victor.colon@catchacat.org

Questions should be submitted to CAT by **Friday, May 20, 2022**. Communication via email will be considered a written inquiry. ANY VERBAL COMMUNICATION WILL NOT BE CONSIDERED BY CAT AS AN INQUIRY. All received inquiries will be responded to in writing after the question submission deadline and will be presented as an addendum to the solicitation and distributed to respondents.

1.5 ETHICS AND LOBBYING STATEMENT

CAT maintains a written code of ethics that governs the conduct of its employees and subcontractors. Any debarment and suspension pertaining to the proposer must be disclosed by attaching a copy of each to the response. Additionally, the successful proposer must complete the appropriate certifications relating to lobbying activities.

1.6 INDEMNIFICATION

(1) Contractor shall indemnify, defend, and hold harmless CAT and its officers, directors, and employees from and against all allegations, claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation attorneys' fees and costs) which arise out of, relate to, or result from any act or omission of Contractor.

(2) Contractor acknowledges that it is prohibited under the Laws of Georgia for a governmental entity to indemnify Contractor for any loss arising out of the provisions of this Contract. Accordingly, CAT does not make any indemnification to Contractor whatsoever under this Contract.

1.7 INTEREST OF MEMBERS OF, OR DELEGATES TO, CONGRESS

In accordance with 18 U.S.C. Subsection 431, no member of, or delegates to, the Congress of the United States shall be permitted to a share or part of this contract or to any benefit arising there from.

1.8 ETHICS

It is CAT's policy that all contractors shall be expected to have complied, and in the future to comply, with all ethics laws of the State of Georgia and to be free of conflicts of interest (as described in the following section) if awarded a CAT contract. Each proposer shall be deemed have acknowledged said policy. Any indication that a proposer has violated or given the appearance of violating an ethics law or is not free of actual or potential conflicts of interest will cause rejection of that bid. Any indication that, once awarded a contract, a contractor has violated or has given the appearance of violating an ethics law or is not free of actual or potential conflicts of interest may, in the sole discretion of CAT, constitutes grounds for termination of the contract.

1.9 CONFLICT OF INTEREST

No Board Member, employee, officer or agent, or employee of such agent of CAT shall participate in the selection, the award of, or the administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- a. A Board Member, employee, officer or agent, or employee of such agent;

- b. Any immediate family member of those listed in (a) above;
- c. A partner; or an organization which employs, or is about to employ any of the above,

has a direct or indirect, present or future financial or other interest in the firm selected for award.

CAT Board Members, officer, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential subcontractors or parties of sub-agreements.

1.10 PRIVACY ACT REQUIREMENTS

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 understand 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.

1.11 EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS

Apart from inconsistent requirements imposed by federal statute or regulations, CAT will comply with the requirements of 49 U.S.C. § 5323(h) (2) by refraining from using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

1.12 GEOGRAPHIC RESTRICTIONS

Except as expressly mandated, encouraged, or permitted by FTA or Federal Statute, CAT will refrain from using state or local geographic preferences.

1.13 CONTRACTOR ASSURANCE

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to: (1) Withholding monthly progress payments; (2) Assessing sanctions; (3) Liquidated damages; and/or (4) Disqualifying the contractor from future bidding as non-responsible

1.14 CONFIDENTIALITY

Contractor agrees that any and all information, in oral or written form, whether obtained from CAT, its agents or assigns, or other sources, or generated by Contractor pursuant to this contract shall not be used for any purpose other than fulfilling the requirements of this contract.

Contractor further agrees to keep in absolute confidence all data relative to the business of CAT, its agents or assigns. No news release, including but not limited to photographs and film, public announcement, denial or confirmation of any part of the subject matter of any phase of any program hereunder shall be made by Contractor without written approval of CAT.

1.15 GOVERNMENT WIDE DEBARMENT AND SUSPENSION

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. If this contract is less than \$25,000 this clause does not apply.

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 response, the bidder or proposer certifies as follows:

The certification clause contained in Attachment B is a material representation of fact relied upon by Chatham Area Transit Authority. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Chatham Area Transit Authority, 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.

1.16 SUBCONTRACTS

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the FTA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all the clauses contained in 29 CFR 5.5.

1.17 CONTRACT TERMINATION: DEBARMENT

A breach of the contract clauses in 29 CFR Section 5.5 may be grounds for termination on contract, and for Debarment as a contractor and a subcontractor as provided in 29 CFR Section 5.12.

1.18 STATE AND LOCAL LAW DISCLAIMER

The use of many of the Clauses herein are not governed by federal law, many of the clauses contained herein contain FTA suggested language in certain instances these clauses may be affected by State Law.

- a. If contractor is to physically perform services on CAT's premises, contractor will be required to affirmatively represent it's use of the federal work authorization program commonly known as E-Verify as required by O.C.G.A. §13-10-91(b) (1).

1.19 SUBMITTAL OF PROTESTS

- a. Pre-Award Protests

Protests concerning these instructions, contract requirements, or the RFP procedures must be submitted in writing to the Procurement Manager not less than five (5) days before the scheduled receipt of responses. The protest must:

- 1) The name and address of the protestor.
- 2) The name and number of the procurement solicitation.
- 3) A detailed statement of the grounds for the protest, including all relevant facts and a citation to the Federal or State law, the provision of CAT procurement procedures, or specific term of the solicitation alleged to have been violated.
- 4) Any relevant supporting documentation the protesting party desires CAT to consider in making its decision.
- 5) The desired relief, action, or ruling sought by the protestor.

- b. Post-Award Protests

Protests concerning the award of this response must be submitted in writing to the Procurement Manager within no later than 72 hours after the protestor's receipt of CAT's written notice of its decision or intended decision to award a contract. CAT will have ten (10) working days after receipt of the formal protest package to evaluate, and issue a response, except in cases where the original response has been awarded by the Board of Directors. In such cases, the resolution of protest will be handled at the next regularly scheduled Board meeting, following completion of the staff review of the protest. The protest must:

- 1) The name and address of the protestor.
- 2) The name and number of the procurement solicitation.
- 3) A detailed statement of the grounds for the protest, including all relevant facts and a citation to the Federal or State law, the provision of CAT procurement procedures, or specific term of the solicitation alleged to have been violated.
- 4) Any relevant supporting documentation the protesting party desires CAT to consider in making its decision.
- 5) The desired relief, action, or ruling sought by the protestor.

1.20 RESPONSE OFFER

Each response must be in CAT's possession by the deadline for submission noted above. It is the proposer's responsibility to ensure timely receipt by CAT of the response. The submitted response shall irrevocable offer for ninety (90) days from the solicitation due date.

1.21 RESPONSE AWARD

CAT reserves the right to reject any and all responses, and part or parts of a response, waive any -technicalities, and award any or the entire contract in a manner that is in the best interest of CAT. Contracts will be awarded to the highest ranked proposer when it is in the best interest of CAT.

1.22 RESPONSE WITHDRAWAL

Responses may be withdrawn by submitting a written request to CAT before the time fixed for response opening. Withdrawal of an offer will not prejudice the right of the proposer to submit a new response, provided that the latter is timely received as provided above.

1.23 SINGLE RESPONSE SITUATIONS

In the event a single response is received, CAT will conduct a price analysis or a cost analysis of the response. The sole proposer must cooperate with CAT if a price or cost analysis is conducted.

1.24 CERTIFICATIONS & DBE POLICY STATEMENT

CAT reserves the right to accept or reject any and all responses submitted. CAT also reserves the right to award a contract based on the submissions alone. The proposer, by signing the response forms, certifies that the response is offered by a business that is fully licensed to do the work relating to the specifications herein.

CAT, in accordance with 49 Code of Federal Regulations (CFR) Part 26, has an obligation to ensure nondiscrimination of DBE's in all aspects of competition, award and administration of federally funded contracts. Notice to all proposers is hereby provided, that in accordance with State and Federal laws, CAT will ensure that disadvantaged business enterprises are afforded full opportunity to submit offers and responses to this solicitation, and to participate in any contract consummated pursuant to this advertisement. Compliance with Federal and State laws on Equal Opportunity will also be asserted in consideration for the award of this contract. No proposer will be discriminated against because of age, sex, race, color, religion, national origin, or handicapping conditions.

CAT encourages the utilization of minority owned financial institutions, a list is provided below:

- Carver State Bank (Savannah);
- Citizens Trust Bank (Atlanta);
- Metro City Bank (Doraville);
- Quantum National Bank (Suwanee).

1.25 TAXES

CAT is exempt from payment of federal excise and transportation tax and Georgia Sales and Use taxes. These taxes are not to be included in the response price. Tax exemption information, upon request, will be provided to the successful proposer upon award of the contract.

1.26 CONTRACT TERMINATION

CAT may terminate this solicitation and any corresponding contract, in whole or in part, at any time by written notice to the Contractor when it is in CAT's best interest.

1.27 ASSIGNMENTS

The proposer shall not assign this contract, wholly or in part, without the prior written consent of CAT. No assignment shall relieve the contractor of any obligations under the contract.

1.28 ADDENDA

Any changes in these instructions or other requirements will be accomplished by a written addendum sent to all prospective proposers. All such addenda shall become a part of the contract. Failure to acknowledge receipt of all addenda may cause the response to be considered non-responsive, and therefore rejected.

1.29 PROHIBITED INTERESTS

No member, officer, or employee of CAT and/or member of, delegate to, the Congress of the United States shall, during his/her tenure, or for one year thereafter, have either a direct or an indirect interest in this contract or the proceeds thereof.

1.30 AUDIT & INSPECTION

The proposer agrees to allow CAT, the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination:

- 1.31.1 Inspect all work, materials, payrolls, and other data/records associated with the project; and
- 1.31.2 Audit the books, records, and accounts associated with the project.
- 1.31.3 In addition, the contractor must also agree to maintain all required records for a minimum of three (3) years after CAT makes final payments and all other pending matters are closed.

1.31 NOTICE TO PROCEED

The successful proposer shall not commence work under this Request for Proposals until a written contract is awarded, proof of insurance has been received, and a Notice to Proceed is issued. If the successful proposer does commence any work or deliver items prior to receiving official notification, the proposer does so at its own risk.

1.32 SCOPE OF SERVICES

The proposer shall provide a solution to the scope of the request described in detail in Attachment A – Scope of Services.

In the case of goods, equipment, or services identified by a “brand name or equal” description, no preference will be given to responses offering to furnish the name brands over those offering accepted equal value and quality, and vice versa. Wherever in the specifications the name of a certain brand, make, manufacturer, or definite specification is utilized, these specifications are used only to denote the quality standard of product, style type, and character of product desired

and do not restrict proposers to the specific brand, make, manufacturer or specification named. Equivalent products, which have been designated "approved equals" by CAT or its agents, shall be acceptable. Proposer must submit to CAT a written request for approval of all equivalent products by the inquiry deadline.

1.33 EVALUATION OF RESPONSES

Responses received that are determined to be responsive and responsible will be evaluated by members of a CAT Evaluation Committee in accordance with the criteria set forth below. The criteria are weighted by their relative degree of importance.

Evaluation Criteria:

Selection will be made on a “best value” basis pursuant to the following:

Technical Ability	30%
Past Performance	25%
Staffing, Project Organization and Management Plan	25%
DBE Certification	20%

For any DBE subcontractor use, please provide a summary of the percentage of use that you are committing to the DBE contractor in your price proposal

1.34 FEDERAL REGULATORY REQUIREMENTS

Federal Regulatory Requirements applicable to this request are listed in Attachment G. Proposer must sign the individual clauses that require separate signatures as well as sign the certification at the beginning of Attachment G. Proposer must return these signed federal clauses with its response.

1.35 ADDITIONAL RESPONSE REQUIREMENTS

Any response delivered to CAT that does not contain the following documents and/or information will be considered an unresponsive submission.

- 1.35.1 Most recent three (3) years comprehensive financial statements, audited version if your business structure requires such. These documents may be marked as “Trade Secret – Confidential Financial Data”, but must be accompanied by an attached affidavit affirmatively declaring that the specific information in the records constitute trade secrets pursuant to Article 2 of Chapter 1 of Title 10, Official Code of Georgia.
- 1.35.2 Statement regarding the staffing availability of your business to handle the scope of services in this solicitation.

1.35.3 Evidence of current Commercial General/Professional Liability insurance providing insurance for bodily injury, property damage, personal injury and advertising injury, with limits of not less than \$1,000,000.

1.35.4 Complete, sign, and return the pertinent portions of Attachments B – G.

Attachment A

The transit plan must contain the elements listed above and which are further described in the following Phases of Work including:

- Phase 1 – Project Scoping and Community Engagement
- Phase 2 – Data Review and Market Assessment
- Phase 3 – Identification of Opportunities and Constraints
- Phase 4 – Final Report

Chatham Area Transit desires to engage a prompt, efficient and effective schedule for completion of these phases with key analysis and recommendations completed by early 2023 and a Master Transit Plan and Implementation Strategy adoption in summer 2024. This Master Transit Plan is unique as it encompasses both bus surface and marine services transportation and plan elements are expected to reflect all.

PHASE 1 – PROJECT SCOPING AND COMMUNITY ENGAGEMENT

Project Scoping and Consultant Coordination:

Underlying project scoping and community engagement activities, CAT has committed to the APTA two year pilot on equity. We anticipate that the community engagement will carry a specific focus on evidence informed policies, practices, programs and processes for creating and maintaining an inclusive and equitable environment for our system that identifies best practices in project and system development and implementation.

Further, this portion of the project organizes the execution of the plan in its entirety. The deliverables will include a substantive outline of the methodology and schedule. CAT will work with the consultant to determine partnership and support roles in the various activities developing the plan. Additionally, CAT will engage in the development of a coordinating committee including representatives from CAT, the CORE MPO, Chatham County government and the City of Savannah as well as the Chamber of Commerce and representatives of organizations with special focus on populations with unique perspectives such aging populations, paratransit users and those with disabilities, and GDOT Planning and Intermodal. FTA and FHWA representatives may also serve in advisory roles.

An experienced sole project manager for the consultant team shall be designated to serve as a single point of contact for CAT. Responses to this RFP shall include the resumes of key personnel who will be actively involved in this project. The project manager or any key personnel will require written permission of CAT for any changes. CAT must approve any suggested replacements that may result from employment changes of any key personnel. The consultant team project manager shall be responsible for all coordination and communication within the consultant team as well as with CAT.

A management plan will be provided by the consultant identifying anticipated processes required to complete the project as described in the RFP and as provided in the contract. This will include a list of project participants, a project schedule for each of the tasks and corresponding deliverables, and details on data maintenance and file management.

The consultant shall coordinate a standing weekly conference call with the CAT Project Manager. In addition, bi-weekly written progress reports describing work effort accomplished and upcoming by task and sub-task shall be submitted to the CAT Project Manager, the CAT Chief Planning and Development Officer and the CEO. This report should include narratives of deliverables, accomplishments, key meetings, and identified issues relating to communication, budget and/or schedule.

A project control report will be submitted with the monthly invoice and will contain task number, responsible firm, budget spent to date and remaining, estimated percentage of completion, hours earned and budget variances reported in the labor task hours.

The report described above will be submitted with the monthly invoice in addition to all required DBE forms and documentation.

Community Engagement:

As the most essential element in developing successful plans and implementation strategies, CAT seeks a strong approach and innovation in approach to reaching all parts of the community. At a minimum, the following tasks are required:

1. Organize, publicize and coordinate, in partnership with CAT staff and leadership, three rounds of public meetings. Each round will further include a minimum of four meetings at locations that will be determined. The three rounds will include a series associated with 1) project kickoff, 2) mid-project review and 3) recommendations.
2. Effort is to be taken to encourage deep coordination with all ongoing planning efforts of Chatham County, the City of Savannah and other area jurisdictions as well as the MPC/CORE MPO, and GDOT.
3. The coordination committee will receive briefings in advance of the rounds of meeting to allow for meaningful input from the group.
4. Specific approaches to bring underrepresented voices to the plan conversation is essential.

PHASE 2 – DATA REVIEW AND MARKET ASSESSMENT

Data Review:

The selected consultant will develop a list of data requirements that CAT will work to collect. The consultant will have ultimate responsibility for acquisition of key data. At the end of this RFP we have included a list of what is readily available.

At any time during the project, the consultant will immediately notify CAT if any required specified data has not been provided and impact to the analysis. CAT will make a determination if it is not feasible to obtain the data and if the resulting limitations to the analysis are acceptable.

The selected consultant shall be responsible for formatting all data to meet the requirements of the report. This includes, but is not limited to, any tables, GIS data, maps or other graphics.

Market Analysis:

The market analysis portion of the plan reflects upon trends of regional demographics and employment, zero emissions vehicle availability population, transit use propensity, transit access to opportunities, transit access outlier markets including employment corridors, household density, transit mode share and origin and destination analysis as well as the ferry/marine transit services market. Further, any changes in the market resulting from emerging from COVID impacts should be identified as well as looking beyond local issues to regional and national transit trends. CAT will work with the consultant to provide a list of studies and datasets needed enabling analysis of existing sources of information including census data, property data, and off the shelf data for purchase.

The consultant will give particular attention to the shifting location of employment centers that require transit dependent workers and opportunities for appropriate express commuter service. Changing residential demographics will also be included.

The market analysis will include marine services operations.

The market analysis will include CAT revenue and expense trends over the past 10 years as well as federal, state and local funding trends as they directly and indirectly relate to CAT. An understanding of this portion of the market analysis compared to the national, regional and local economic and demographic framework, will allow the consultant to project the financial state for the future planning horizon.

The market statement should further specific consideration of re-establishing service to the Savannah- Hilton Head International Airport.

The market statement should consider the potential establishment of mobility hubs to enhance the multimodal environment and connectivity of the Chatham County region.

The market analysis should be summarized and presented to CAT and the coordination committee for review and comment. Progress memos are highly encouraged to maintain a strong level of understanding and input from CAT and stakeholders.

PHASE 3 – IDENTIFICATION OF OPPORTUNITIES AND CONSTRAINTS

Based upon the results of activities in Phases 1 and 2, the selected consultant will work with CAT to identify opportunities and constraints within the 2024 to 2050 planning horizon. This comprehensive phase will identify both a long-term vision and a short-term strategic process to move forward to implementation. The strategic component should encompass considerations of sustainability and hybrid/EV/AV operations as well as hardening of infrastructure to manage against future natural events. High occupancy transit opportunities as well as potential transit oriented development opportunities may also be included.

Specific consideration of CAT's APTA Equity pilot commitment should be foundational in this phase of the plan.

This phase forms CAT's strategic service initiatives and goals and is the backbone of the development and prioritization of future service projects based upon market, need, ridership and funding potential.

CAT's traditional funding mechanisms include local, state and federal grants, passenger fares, special services revenue, transit tax revenue, agency revenue, and program revenue and investment income. CAT wishes to carefully consider long-term projection of the agency's operating revenues, funding, operating expenses, capital expenditures, and debt obligations. The organization wants to demonstrate the financial capacity to achieve its strategic priorities over the next twenty five-(25) years through coverage ratios to specify the long-term financial health of the agency.

In addition to revenue enhancing strategies, the selected consultant shall consider new, non-traditional service delivery methods that decrease operating costs and have been successful or proposed at other transit agencies. Any identified opportunity shall be considered in the context of CAT including labor agreements. Express commuter bus options, in addition to traditional fixed route and paratransit services should be reflected in the opportunities assessment. Marine service expansion opportunities must be included.

The consultant must have intention to identify projects and opportunities within the planning horizon of 2024-2050, the plan shall consider planning prep work, feasibility studies and other activities that support efforts beyond the horizon limits since significant projects often requires years of activities leading to their success.

A comprehensive list will be defined of funding and financing options on the federal, state, regional, local and project specific levels available matched to identifiable transit projects. In defining, the list considerations will include availability, modal eligibility, revenue potential, and nexus with beneficiaries, equity, stability/predictability, legal/institutional barriers, administrative ease, and political support. Deliverables will include a summary of immediate,

intermediate and mid to long term priorities and strategies, an operating and capital cash flow model, review of potential funding sources, scenarios and strategies and implementation strategy.

Phase 3 will be highly interactive between CAT, the selected consultant and those participating throughout. Further, it is CAT's clear direction and expectation that highly creative thinking to bring forward original ideas for consideration is necessary.

PHASE 4 – FINAL REPORT

Based upon the analysis completed as well as coordination committee and community engagement input, the selected consultant will develop the final report. The report shall be in a narrative form divided by chapters and include an executive summary. A draft version will be provided to CAT for review and comment prior to final submittal. The final report will be professionally printed and bound.

All data graphics, documents, and reporting elements that are generated as part of this study shall also be provided to CAT in native electronic format such as Microsoft Word, Excel, Access, GIS Shape files and other formats.

The deliverables required are listed by phase below:

Phase 1: A consultant coordination plan that identifies the steps necessary to complete the tasks, describes the reporting process and provides a timeline for completion of all deliverables.

The written narrative will include and defines the following project approach and methodology:

- Definition and composition of demographic analysis including:
 1. Type of data
 2. Type of analysis
 3. Example of statistical analysis and graphs
 4. List of data required from CAT
 5. List of data to be acquired by the consultant and source
- Definition and composition of the market assessment including:
 1. Origin of market data
 2. Market data analysis factors
 3. Example of market analysis
- Community engagement schedule
 1. Meeting coordination matrix
- Complete project schedule by task
- Outline of final strategic plan report
 2. Sector headings
 3. Graphic content
 4. Mapping

Phase 2:

- Statistical demographic analysis of existing and future conditions report
- Market analysis of current market and opportunities for future growth

Phase 3: The purpose of this phase is to identify the long-term vision and short term strategic process to move toward its realization. This phase will include recommended performance measures, standards, and identification of a list of implementable service initiatives.

- Identification of a long term vision, goals and objectives and priorities
- Definition of a strategic project prioritization process which will serve as the backbone of the development and prioritization of future projects based upon market, need, ridership and funding potential
- Recommended performance measures, standards and service delivery policy
- Summary of immediate, intermediate, and mid to long term priorities and strategies for funding and implementation matched to the CAT plan projects and opportunities
- Identify constraints affecting strategic initiatives including population, demographics, and budget constraints
- Identification of opportunities to enhance service and identify areas of market ridership growth
- Identification of new initiatives or fundamental changes that could either reduce costs or offer new services
- Identification of potential high capacity transit corridors including associated implementation strategies and supportive development opportunities, sites and background
- Identify discreet, implementable projects and opportunities within the 2024 to 2050 planning horizon
- Identify transit routes and CAT Mobility service improvement models from various transit agencies and demonstrate the effectiveness of identified peer models to improve CAT services using CAT data in the models
- Identify marine service operations opportunities

Phase 4:

- Executive Summary of report, minimum of 50 professionally bound copies
- Final Master Plan report, minimum of 50 professionally bound copies
- In addition to the 50 professionally bound copies, all charts and maps shall be included in the report as well as separately unbound. Electronic copies of the report shall be provided in an editable format (MS Word) and in Portable Document Format (pdf) suitable for posting on the CAT website.
- All exhibits, drawings, maps, spreadsheets, shape files, or other data files specifically developed for the analysis shall be provided in original document file format. All the files and data used to create the files shall be labeled in a manner for ease of understanding or include appropriate metadata and/or data dictionaries as appropriate.

PRIOR PLAN AND STUDIES AVAILABLE

Chatham Area Transit Authority Strategic Plan FY2018 – FY2022 (adopted 6/26/2018)

2019 – Let’s Go Route Redesign Initiative

2017 – Origin and Destination Study

2015 – West Chatham Mobility Study

2013 0 Transit Development Plan

Greater Downtown Savannah Parking and Mobility Study – Parking Matters, Savannah

Coordinated Public Transit, Human Services Transportation Plan, CORE MPO

Park and Lot Initiative, CORE MPO

Chatham Area Transit Urban Circulator System, CORE MPO

ATMS Study, CORE MPO

The Chatham County – Savannah Comprehensive Plan (Plan 2040)

Chatham County Comprehensive Plan (adopted 2016)

Chatham County City of Savannah Tricentennial Plan (adopted March 2006)

DATA LISTING

GFI Farebox

APC Passenger Counters

Clever Devices

Trapeze Database TSDE

Google GTFS

ARC GIS

2016 Origin – Destination Data

Project Budget: \$500,000

Attachment B
DBE, Non-Debarment, and EPA Certification

The firm submitting this response _____ IS or _____ IS NOT a Disadvantaged Business Enterprise.

The firm submitting this response _____ DOES or _____ DOES NOT use Disadvantaged Business Enterprise subcontractors.

For any DBE subcontractor use, please provide a summary of the percentage of use that you are committing to the DBE subcontractor in your price proposal.

All offerors must certify that they are not on the Comptroller General's list or any DOT List of Ineligible Proposers, List of Persons or Firms Currently Debarred for Violations of Various Contracts Incorporating Labor Standards Provisions, or that the facilities to be utilized in the performance of this project have not been listed on the Environmental Protection Agency's List of Violating Facilities. By signing the Certification Form, this certification is completed.

The signature below attests that the offeror's response is made with full understanding and acceptance of the provisions contained in this response.

Signature

Witness Signature

Print or Type:

Name & Title of Signing Officer

Company

Mailing Address

Date

City, State, Zip

Telephone

E-Mail Address

Attachment C
References

CAT may contact references in an effort to obtain more information about the proposer. The references listed should be companies and individuals with whom the proposer has supplied equipment and/or performed services similar to those specified herein.

1. Company Name: _____

 Contact Name: _____

 Phone Number: _____

 Description of Work: _____

2. Company Name: _____

 Contact Name: _____

 Phone Number: _____

 Description of Work: _____

3. Company Name: _____

 Contact Name: _____

 Phone Number: _____

 Description of Work: _____

Attachment D
Addendum Acknowledgment

The undersigned acknowledges receipt of the following addenda to the response documents.

NO ADDENDA WERE RECEIVED _____

(Give number and date of each):

Addendum No. 1 Dated _____

Addendum No. 2 Dated _____

Addendum No. 3 Dated _____

Addendum No. 4 Dated _____

Addendum No. 5 Dated _____

Failure to acknowledge receipt of all addenda may cause the response to be considered non-responsive.

Signature

Title

Attachment E
OFFEROR’S CHECKLIST
 (To verify that all necessary documents are included)

This form **must be completed** and returned with the response. Failure to return the completed form may be cause for considering your response non-responsive.

Responses must be clearly marked with the response number and title, date and time of response opening, and company name. Below is a list of all materials and responses required for this response.

	<u>Proposer</u> <u>Check off</u>	<u>CAT</u> <u>Check off</u>
Proposer Contact Information	_____	_____
Financial Statement/Tax Return	_____	_____
Evidence of Gen. Liability Insurance	_____	_____
Attachment B – DBE Certification Form	_____	_____
Attachment C – Proposer’s References	_____	_____
Attachment D – Addendum Acknowledgment	_____	_____
Attachment E – Offeror’s Checklist	_____	_____
Attachment F – Proposer Information Form	_____	_____
Attachment G – Federal Clause Certification	_____	_____
Lobbying Certification	_____	_____

Signature

Title

Attachment F
PROPOSER INFORMATION FORM

All offerors are required to submit this information as a condition of submitting an offer to CAT. Offerors must insure that ALL sub-contractors at all tiers, which are proposed to be used under any agreement issued by CAT, have also submitted an executed copy of this form. CAT is required to maintain this information by the Federal Transit Administration and it is not subject to waiver.

Firm Name _____

Firm Address _____

Telephone Number _____

Fax Number _____

DUNS Number _____

E-Mail Address _____

Firm's status as Disadvantaged Business Enterprise
(DBE) or Non- DBE _____

Ethnicity of DBE Principle: _____

Gender of DBE Principle: _____

Year Firm Founded _____

Annual gross receipts of the firm:

___ < \$500K; ___ \$500K - \$1 million; ___ \$1-2 million; ___ \$2-5 million; ___ > \$5 million

Prime or Sub-Contractor _____

NAICS code(s) _____

I certify to the best of my knowledge that the above information is true and correct:

Signature: _____

Name & Title: _____

Date: _____

CAT Project No.: _____

**FAILURE TO PROVIDE A COMPLETED COPY OF THIS FORM AS STIPULATED
HEREIN MAY PRECLUDE YOUR OFFER FROM CONSIDERATION FOR AWARD.**

**Attachment G
Federal Regulatory Requirements**

**CONTRACTOR MUST REVIEW THESE REQUIREMENTS, SIGN THE
CERTIFICATION & APPLICABLE FEDERAL REGULATIONS, AND SUBMIT THIS
SECTION AS PART OF THE RESPONSE.**

FEDERAL CLAUSE CERTIFICATION

I have read and understand the federal clauses that are applicable to this solicitation and I am duly authorized to execute this Certification on behalf of the entity submitting this response.

Proposer Name

By Its: _____
Title

Sign Name

Printed Name

Date

State of _____
County of _____

Signed and sworn to before me on _____, 20____
by _____ the _____ of Contractor and
duly authorized to execute this instrument on Contractor's behalf.

Notary Public

My Commission Expires

Federal Clauses

ACCESS TO RECORDS AND REPORTS

- a. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-Contracts, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records.
- b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at 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 records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
- d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. 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 any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Agency."

CIVIL RIGHTS LAWS AND REGULATIONS

The following Federal Civil Rights laws and regulations apply to all contracts.

1 Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to:

- a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.
- b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

2 Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

3 Nondiscrimination on the Basis of Age. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

4 Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Civil Rights and Equal Opportunity

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, 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, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S.

EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., 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, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA may issue.

4.Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

5.Promoting Free Speech and Religious Liberty. The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of \$150,000:

Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA."

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

DEBARMENT AND SUSPENSION

a. Applicability: This requirement applies to all FTA grant and cooperative agreement programs for a contract in the amount of at least \$25,000

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) The accompanying certification is a material representation of fact relied upon by the subrecipient. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Agency and subrecipient, 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 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, 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.”

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Agency deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments; (2) Assessing sanctions; (3) Liquidated damages; and/or (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 C.F.R. § 26.29(a).

Finally, for contracts with defined DBE contract goals, each FTA Recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency’s written consent; and that, unless the Agency’s consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

It is the policy of the Agency and the United States Department of Transportation (“DOT”) that Disadvantaged Business Enterprises (“DBE’s”), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FTA pre-approval.

ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. 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, sex, sexual orientation, gender identity, or national origin. 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 contracting officer 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, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's 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.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and 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.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract 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 procedures authorized in 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 as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) 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 may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: 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, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

FEDERAL CHANGES

49 CFR Part 18 Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they 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.

FLY AMERICA

a) Definitions. As used in this clause—

1) "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. 2) "United States" means the 50 States, the District of Columbia, and outlying areas. 3) "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencies, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

e) Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

Incorporation of Federal Transit Administration (FTA) Terms - The provisions within include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in the current FTA Circular 4220 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 Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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

NOTIFICATION TO FTA

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its sub agreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

(3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

PATENT RIGHTS AND RIGHTS IN DATA

Intellectual Property Rights

This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant the Agency intellectual property access and licenses deemed necessary for the work performed under this Contract and in accordance with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT. The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Contract and shall, at a minimum, include the following restrictions:

Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution. For purposes of this Contract, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

1. The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

a. Any subject data developed under the Contract, whether or not a copyright has been obtained; and

b. Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.

2. Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.

3. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

4. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

5. Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.

6. The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

- a. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
 1. Procure or obtain;
 2. Extend or renew a contract to procure or obtain; or
 3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that users covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- b. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- c. See Public Law 115-232, section 889 for additional information.
- d. See also § 200.471.

PROMPT PAYMENT

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. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

The contractor must promptly notify the Agency, 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 Agency.

SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Agency.

Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

Applies to States –

a. To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:

- (1) The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;
- (2) The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized;
- and
- (3) The amount of federal assistance FTA has provided for a State Program or Project.

b. Documents - The State agrees to provide the information required under this provision in the following documents: (1) applications for federal assistance, (2) requests for proposals or solicitations, (3) forms, (4) notifications, (5) press releases, and (6) other publications.

SIMPLIFIED ACQUISITION THRESHOLD

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and

the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317–200.327. The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America's eligibility and process requirements apply to any procurement in excess of \$150,000. 49 U.S.C. § 5323(j)(13).

TERMINATION

Termination for Convenience (General Provision)

The Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Agency's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Agency to be paid the Contractor. If the Contractor has any property in its possession belonging to Agency, the Contractor will account for the same, and dispose of it in the manner Agency directs.

Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Agency that the 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 the Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)

The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency 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 Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Agency shall not limit Agency's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Convenience (Professional or Transit Service Contracts)

The Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Agency's interest. If this contract is terminated, the Agency shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default (Supplies and Service)

If the 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 Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will 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 the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Transportation Services)

If the 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 the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will 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 the Contractor has possession of Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Agency or its agent. The Contractor and Agency shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

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

Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Agency 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. The Contractor and its sureties shall be liable for any damage to the Agency resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Agency in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if: 1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and 2. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract. 3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Architect and Engineering)

The Agency may terminate this contract in whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Agency's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Agency

Termination for Convenience or Default (Cost-Type Contracts)

The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Agency or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Agency and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of Agency, the 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 Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

VIOLATION AND BREACH OF CONTRACT

Rights and Remedies of the Agency

The Agency shall have the following rights in the event that the Agency deems the Contractor guilty of a breach of any term under the Contract.

1. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors; 2. The right to cancel this Contract as to any or all of the work yet to be performed; 3. The right to specific performance, an injunction or any other appropriate equitable remedy; and 4. The right to money damages.

For purposes of this Contract, breach shall include.

Rights and Remedies of Contractor

Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the Agency, the Contractor expressly agrees that no default, act or omission of the Agency shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the Agency directs Contractor to do so) or to suspend or abandon performance.

Remedies

Substantial failure of the Contractor to complete the Project in accordance with the terms of this Contract will be a default of this Contract. In the event of a default, the Agency will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Contract by the Contractor before the Agency takes action contemplated herein, the Agency will provide the Contractor with sixty (60) days written notice that the Agency considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

Disputes

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by an authorized representative of Agency. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Agency's authorized representative. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Agency's authorized representative shall be binding upon the Contractor and the Contractor shall abide by the decision.

In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the Authority acted in an arbitrary, capricious or grossly erroneous manner.

Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with the Agency's direction or decisions made thereof.

Performance during Dispute

Unless otherwise directed by Agency, 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 its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time 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 Agency and the Contractor arising out of or relating to this Contract or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Agency is located.

Rights and Remedies

The 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 Agency 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.

Federal Certifications

CERTIFICATION AND RESTRICTIONS ON LOBBYING

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

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

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

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

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

Name of Bidder/Company Name: _____

Type or print name: _____

Signature of authorized representative: _____ Date _____ / _____ / _____

Signature of notary and SEAL: _____

**GOVERNMENT-WIDE DEBARMENT AND SUSPENSION
(NONPROCUREMENT)**

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

(1) It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,

(2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:

- a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
 - 1. Debarred,
 - 2. Suspended,
 - 3. Proposed for debarment,
 - 4. Declared ineligible,
 - 5. Voluntarily excluded, or
 - 6. Disqualified,
- b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
 - 1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
 - 2. Violation of any Federal or State antitrust statute, or,
 - 3. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,
- c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,
- d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
- e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,
- f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
 - 1. Equals or exceeds \$25,000,,
 - 2. Is for audit services, or,
 - 3. Requires the consent of a Federal official, and
- g. It will require that each covered lower tier contractor and subcontractor:
 - 1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
 - 2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
 - a. Debarred from participation in its federally funded Project,
 - b. Suspended from participation in its federally funded Project,
 - c. Proposed for debarment from participation in its federally funded Project,
 - d. Declared ineligible to participate in its federally funded Project,
 - e. Voluntarily excluded from participation in its federally funded Project, or
 - f. Disqualified from participation in its federally funded Project, and
 - 3. It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

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

Certification

Contractor: _____

Signature of Authorized Official: _____ Date _____ / _____ / _____

Name and Title of Contractor's Authorized Official: _____