

**LOWER RIO GRANDE DEVELOPMENT
COUNCIL(LRGVDC)-VALLEY METRO
RFQ for Professional Services Support for
Valley Metro
Issued Sunday, April 10, 2016**

PROPOSAL DUE DATE: Monday, April 25, 2016 at 12:00 Noon CST

RFQ OPENING: Monday April 25, 2016 at 3:00 P.M. CST

**LOCATION: 301 West Railroad
Weslaco, Texas 78596**

DESCRIPTION: The LRGVDC/VALLEY METRO is soliciting qualifications for the provision of Professional Services to support Valley Metro identifying and implementing new funding opportunities, planning objectives as well setting goals for the Valley Metro program.

Copies of the complete Request for Qualifications document may be obtained from Victor Morales, Procurement Director, by written request via email, vmorales@lrgvdc.org, via fax, 956-682-3295 or log in to our web page lrgvdc.org/procurement.

Qualifications must be in the actual possession of the Procurement Director at the location indicated, on or prior to the exact time and date indicated above. Late proposals shall not be considered.

RESPONDENT ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE REQUEST FOR QUALIFICATIONS.

RFQ Timeline

RFQ issued by	April 10, 2016
Deadline for submittal of questions by potential consultants	April 15, 2016
Deadline for procurement to answer questions	April 18, 2016
Due date for proposals	April 25, 2016 @ 12:00 Noon
Committee open review and rank the proposals	April 25, 2016 @ 3:00 P.M.
Approve entering into contract on	April 29, 2016
Contract begins	May 02, 2016 (tentative)

INTRODUCTION

1.1 The LRGVDC/VALLEY METRO, hereinafter called "LRGVDC" is soliciting responses from qualified vendors to effectively design high level Federal/State compliance review program for the LRGVDC.

1.2 Point of Contact: This RFQ is issued by the LRGVDC. Questions concerning the submission of a proposal should be addressed to:

Proposal General Question Contact

LRGVDC c/o Victor Morales

301 West Railroad

Weslaco, Texas 78596

All inquiries shall be directed initially to the LRGVDC. Inquiries may be referred to other representatives or contractors for the LRGVDC as needed for clarification. Written inquiries shall be responded to in writing. Oral communications shall not be binding on the LRGVDC. Only written communications may modify the terms, conditions or specifications outlined in this RFQ or relieve the vendor from any obligations resulting from this RFQ. Vendors are expected to raise any questions concerning this RFQ document during the RFQ process. In the event that it becomes necessary to provide additional clarifying data or information or to revise any part of this RFQ, revisions, amendments or supplements will be provided to all those receiving this solicitation.

System Description: LRGVDC/Valley Metro currently operates 13 bus routes in the following areas of the Rio Grande Valley: Edinburg, Mission, McAllen, Sullivan City, La Joya, Palmview, Peñitas, Pharr, San Juan, Alamo, Donna, Weslaco, Mercedes, Edcouch, Elsa, Hargill, La Feria, Santa Rosa, Primera, Harlingen, San Benito, Los Indios, Brownsville, Raymondville, and Port Isabel. Service is provided Monday through Saturday from approximately 7:00 AM to 7:00 PM. For fiscal year 2010, 20,698 vehicle revenue hours of service were provided over an area of 405,033 miles.

Recently incorporated Rio Grande City and Zapata Co

All routes are currently flexible, meaning that they deviate up to ½ mile in any direction from the scheduled path of the bus. Deviations are made by reservation at least one day in advance. It is expected that for fiscal year 2017, starting in October, 2016, a limited demand response system of one to three (1 – 3) buses will also be in operation in rural areas not listed above.

Reservations for scheduled trips are made via a 1-800 number by the passenger. The dispatch operator receives information from the passenger such as name, address, and telephone number, as well as the destination of the bus trip.

1.3

DEFINITIONS:

1.4 The following definitions are used throughout this RFQ:

LRGVDC/VALLEY METRO means the CLIENT.

Contractor means the proposer awarded the contract

Proposer/Vendor means a company/individual submitting a response to this RFQ.

PREPARING AND SUBMITTING THE RESPONSE

1.5 **General Information:** The evaluation and selection of a vendor will be based on the information submitted in the Vendor's response plus references and samples. Top scoring respondents may be asked to be interviewed by the selection committee prior to the final scoring and selection of a vendor. Failure to respond to all requirements of the RFQ may be the basis for rejecting a response.

1.6 **Incurring Costs:** The LRGVDC is not liable for any cost incurred by vendors in responding to this RFQ.

1.7 Time and Place for Submission of Responses: Proposers must submit one (1) original, five (5) copies and one (1) USB Drive of their response, along with all materials required herein for acceptance of said response by 12:00 Noon on Monday, April 25th, 2016 to the LRGVDC, Procurement Director at 301 West Railroad, Weslaco, Texas 78596. Responses sent by the US Postal Service shall be addressed as follows:

RFQ for Professional Services Support for Valley Metro

LRGVDC c/o Victor Morales, Procurement Director

301 West Railroad

Weslaco, Texas 78596

All responses must be date and time stamped by the LRGVDC before the above time in order to be accepted.

1.8 Late Proposals: Proposals received by the LRGVDC after 12:00 Noon local time on Monday, April 25th, 2016 will be considered late responses and shall be keep unopened.

1.9 Withdrawing or modifying responses: A response may be modified or corrected by a vendor after it has been submitted only if a written request to do so if filed with the LRGVDC prior to the deadline for submittal of responses shown above. Telegrams or letters modifying or correcting a response shall be accepted and attached to the unopened response, and the response shall be considered withdrawn or changed accordingly. No response shall be modified, corrected or otherwise changed after the deadline for submittal. A response may be withdrawn in writing at any time up to the signing of a contract between the vendor and the LRGVDC.

1.10 Assignment: No award resulting from this RFQ may be assigned, sold or transferred without the prior written consent of the LRGVDC. No obligation incurred pursuant to this RFQ and any resulting contract may be delegated without prior written consent of the LRGVDC.

1.11 Cancellation of Contract: The LRGVDC reserves the right to cancel any award without recourse upon proper written notice to the vendor. All work completed before the termination of the contract shall be paid in full by the LRGVDC.

1.12 Default and Remedies: Non-performance of any requirement, term or condition required by any contract entered into as a result of this RFQ shall constitute default. Upon default, the LRGVDC shall issue a written notice of default providing a period in which the contractor shall have seven (7) days to cure such default. If the contractor remains in default beyond the seven days, or if the default is repeated during the term of the contract, the LRGVDC may, at its sole discretion, terminate the contract or any remaining portion thereof and may exercise any remedy provided by law.

2.0 PRICING

2.1 Pricing: Respondents must submit a detailed budget for accomplishing the proposed design and implementation of the system while price will be a consideration in evaluating the response, the LRGVDC reserves the right to negotiate with the vendor final price, payment and equipment terms.

3.0 EVALUATION AND AWARD

3.1 Evaluation: Respondents will be evaluated by the LRGVDC and the system operator staff familiar with the operation and needs of the transit system. The following point system will be used to evaluate the responses:

Criteria	Max Points
1. Adequacy and completeness of the proposal with regard to the information specified, i.e., compliance with terms, conditions and other provisions contained in the R.F.Q.	<u>5</u>
2. Professional ability/experience of the vendor with projects of similar scope.	<u>10</u>
3. Performance Measuring Tools.	<u>25</u>
4. Timeline/work plan	<u>10</u>
5. Cost	<u>50</u>
Total Points	<u>100</u>

3.2 Award: Any award will be made based on the evaluation of all proposals received in response to this solicitation and the determination of the proposal or proposals considered to be most advantageous to the CLIENT. The CLIENT reserves the right to accept or reject in whole or in part any and all proposals submitted and to negotiate the terms of the contract, including the award amount, with the selected Vendor.

4.0 GENERAL SPECIFICATIONS

Purpose: The purpose of this Request for Qualifications (RFQ) is to solicit responses from qualified vendors to effectively design provision of a Professional Services to support Valley Metro identifying and implementing new funding, including the provision of technical assistance and staff training.

General Requirements: Vendors are requested to develop and provision Professional Services to support Valley Metro identifying and implementing new funding that meets the needs of the transit system..

Vendor Requirements:

In response to the RFQ, the Vendor shall acknowledge responsibility for providing all of the following activities regarding the system.

- Furnishing to the LRGVDC all documentation required to support the system
- On-site Training Support
- Providing a time-line for operation of the system

The following information is also required as part of the RFQ response:

- A narrative covering the company/individual's experience
- A company outline showing business structure, office locations and personnel and company location that would support this project. Include resumes of key personnel involved in this project.
- A list of customers using the system proposed in response to this RFQ.

5.0 SYSTEM OBJECTIVES

Objective #1: Perform a high level federal/state compliance, organizational, financial, and service efficiency and effectiveness review of the Lower Rio Grande Valley Development Council (LRGVDC) Transit Program, which provides public transportation in the McAllen Urbanized Area (UZA), the Harlingen UZA and the rural areas of Cameron and Hidalgo counties. The services are delivered through the LRGVDC transit department, Valley Metro (VM).

Objective #2: Prepare corrective action plans for areas identified as deficiencies or areas of concern by LRGVDC staff and assist LRGVDC/VM to implement the action plans. The work for this objective will be determined based on the results of Objective #1 and delivered as separate task orders

Overall Scope: The work performed will include reviews of LRGVDC, FTA and TxDOT required plans, programs, policies and procedures, documents and reports for compliance with applicable LRGVDC, FTA and TxDOT regulations, guidance and best practices. The consultant will also evaluate the overall condition of the transit program based on finances, operations and performance measures.

Task #1: Consultant will review the following policies and procedures to evaluate their adequacy, conformance with regulatory guidance and LRGVDC/VM implementation.

- Fare Increase Policy
- Financial Management Policies and Procedures
- Half Fare Policy
- Major Service Change Policy
- Procurement Policies and Procedures including Code of Conduct and protest procedure

Deliverable: Technical memo stating the results of the review and a prioritized list of proposed corrective actions.

Task #2: Consultant will review the following programs to evaluate their adequacy, conformance with regulatory guidance and LRGVDC/VM implementation.

- Disadvantaged Business Enterprise (DBE) Program
- Drug Free Workplace and Drug and Alcohol Program
- Procurement Program including Capital Purchases

Deliverable: Technical memo stating the results of the review and a prioritized list of proposed corrective actions.

Task #3: Consultant will review the following plans to evaluate their adequacy, conformance with regulatory guidance and LRGVDC/VM implementation.

- Americans with Disabilities Act Complementary Paratransit Plan
- Equal Employment Opportunity Plan, if applicable
- Facilities and Equipment Maintenance Plan
- Title VI Plan
- Vehicle Maintenance Plan

Deliverable: Technical memo stating the results of the review and a prioritized list of proposed corrective actions.

Task #4: Consultant will evaluate VM's financial condition by comparing the budgets for the current fiscal year plus the two (2) prior fiscal years versus the actual expenses for the same timeframe and review the annual audits from the last three (3) complete fiscal years. Consultant will also review and evaluate the three (3) to five (5) year financial capacity analysis (financial plan) for capital, operations, planning, maintenance and administration.

Deliverable: Technical memo stating the results of the evaluation and identifying areas of concern, if any.

Task #5: Consultant will review the Lower Rio Grande Valley Strategic Plan and TxDOT goals, objectives and performance measures for VM from the last three (3) complete calendar years and the last three (3) complete TxDOT fiscal years to evaluate program performance.

Deliverable: Technical memo stating the results of the evaluation by performance measure over the three (3) calendar years.

Task #6: Consultant will perform a peer review comparing VM with three (3) service providers in Texas of similar size and transit services. Areas of review will include ridership, mileage, sources of revenue, amount of revenue by sources, system effectiveness, size of service area and other common transit system information reported to TxDOT.

Deliverable: Technical memo stating the results of the peer review including a comparison of all areas reviewed for VM and peer agencies, areas of good performance and areas performing below the peer agencies. The memo will also identify potential causes for areas that underperform the peer agencies.

Task #7: When the technical memos are complete, LRGVDC staff will meet with Consultant to review the results and prioritize areas or issues requiring corrective action. At the direction of LRGVDC staff, Consultant will prepare task orders to prepare and implement corrective action plans for each area or issue of concern. After LRGVDC staff approves the content of the task orders, Consultant will identify Consultant staff hours required to perform the task order (level of effort) for review, negotiation and/or approval by LRGVDC staff. The pricing for each task order (Objective #2) will use the hourly rates established for the high level review (Objective #1).

Deliverable: Task orders (scope of work) and proposed level of effort (consultant labor hours).

6.0 SUBMITTAL REQUIREMENTS

6.1 EVALUATION CRITERIA:

- A. CLIENT will evaluate all proposals received for the purpose of selecting a vendor. **(Please refer to Section 3.1).**

6.2 GENERAL SUBMITTAL REQUIREMENTS

The vendor shall include a copy of the RFQ with all necessary forms completed including:

- Offer and Acceptance Form
- Two federal certification forms at the end of Attachment A

6.3 SUBMITTAL REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA:

The narrative portion and the materials presented in response to this RFQ shall be submitted in the same order as requested and must contain, at a minimum, the following:

A. VENDOR QUALIFICATIONS

1. Provide detailed description of similar projects that your vendor has been involved in the past 2 years, including contact names and phone numbers.
2. Provide resumes for Staff who will be assigned to the project.
3. Describe the ability of the vendor to meet the terms and conditions of the RFQ, and the quality and relevancy of similar assignments completed by key personnel.

B. TECHNICAL PROPOSAL

The Vendor shall include the following technical information formatted in accordance with the outline listed below:

- 1.0 Executive Summary
- 2.0 Technical Description and Ability to Meet Requirements - Describe in detail how the proposed methods will satisfy the needs
- 3.0 System Assurance, Documentation and Training - Describe the deliverables and technical support proposed for the system .
- 4.0 Exceptions- Clearly identify and explain any exceptions you are taking to the requirements contained on the objectives

6.4 REFERENCES:

Proposers shall submit a complete list of references. Such references shall be a list of clients for whom similar products and service have been performed. All references should include: Customer Name, Contact Person, Address and Telephone Number. Information obtained from references shall be used in scoring the proposal.

C. PRICE

1. Include the Pricing sheets under a separate cover.

7.0 GENERAL

- A. CLIENT anticipates short-listing the vendors based upon responses to the above items. If necessary, CLIENT will conduct interviews/demonstrations. However, CLIENT may determine that short listing and/or interviews/demonstrations are not necessary.
- B. CLIENT reserves the right to make such additional investigations as it deems necessary to establish the competency and financial stability of any vendor submitting a proposal.
- C. Experiences with CLIENT and entities that evaluation committee members represent shall be taken into consideration when evaluating qualifications and experience.
- D. **Exceptions to Contract Terms and Specifications**
Vendors shall clearly identify any proposed deviations from the Contract Terms or Specifications in the Request for Response. Each exception must be clearly defined and referenced to the proper paragraph in this RFQ. The exception shall include, at a minimum, the Vendor's proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance. If no exceptions are noted in the Vendor's proposal, CLIENT will assume complete conformance with this specification and the successful Vendor will be required to perform accordingly. Alternate written proposals submitted may be considered; however, CLIENT will make final determination as to suitability and compliance with the scope of service. Proposals submitted not meeting all requirements may be rejected. Oral proposals will not be considered.
- E. CLIENT reserves the right to request a final proposal "Best and Final Offer" (BAFO) from each Vendor remaining in the competitive range at the close of negotiations. The BAFO shall contain all prices, information and documents necessary to state the Vendor's entire proposal without reference to the original proposal or any supplements that may be evaluated by the Evaluation Committee based on those BAFO's. The committee will recommend one vendor, if any, for contract award. If the recommended Vendor is not acceptable to CLIENT, CLIENT may reject all proposals, or take whatever action is deemed to be in CLIENT best interest.

8.0 GENERAL TERMS AND CONDITIONS

- 8.1 **MATERIALS AND WORKMANSHIP:** Unless otherwise specified, all materials and workmanship shall be new and of the best grade of their respective kinds for the purpose. Whenever an article, material or equipment is specified by name, a substitute of equal qualifications may be used upon the written approval of CLIENT.
- 8.2 **NON-DISCRIMINATION CLAUSE:** The vendor agrees not to discriminate against any employee or applicant for employment, to be employed in the performance of such contract, with respect to hire, tenure, terms, conditions or privileges, of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Breach of this covenant may be regarded as material breach of the contract. The bidder further agrees to require similar provisions from any subcontractors, or suppliers.
- 8.3 **ASSIGNMENT OF CONTRACT:** The vendor shall assign no right or interest in this contract in whole or in part and no delegation of any duty of Vendor shall be made without prior written permission of CLIENT.
- 8.4 **INDEMNIFICATION:** The vendor shall protect, defend, and save CLIENT, its officials, employees, departments and agents harmless against any demand for payment for the use of any patented material, process, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract; and from suits or a charge of every nature and description brought against it for, or on account of, any injuries or damages received or sustained by the party or parties by or from any of the acts of the vendor, their employees, or agents; from all liability claims, demands, judgments and expenses to the persons or property occasioned, wholly, or in part, by the acts or omissions of vendor, agents or employees. The Vendor shall indemnify, defend, and save CLIENT harmless from and against any and all claims, demands, suits, actions, or proceedings of any kind or nature, in any way resulting from acts or omissions of the Vendor or any of its agents, employees, boards, commissions, divisions, departments, or authorities in performing obligations under this agreement. Each party to this agreement agrees that any bond or insurance protection required by this agreement or otherwise provided shall in no way limit the terms of this indemnification provision. In case of any action or proceeding brought against CLIENT by reason of any such claim, suit, action or demand, upon prompt notice from CLIENT, vendor covenants to defend such action or proceeding by counsel that is reasonably satisfactory to CLIENT.
- 8.5 **CONTRACT:** This contract shall contain the entire agreement between CLIENT and the Vendor relating to this requirement and shall prevail over any and all previous contracts, proposals, negotiations, or master agreements in any form. By signing the Offer to Contract, it is understood and agreed to that the RFQ in its entirety and all enclosed forms are fully incorporated herein as a material and necessary part of the contract. In case of conflicts, the following order shall prevail: 1) Addendum, 2) Specifications, 3) Special Terms and Conditions 4) General Terms and Conditions, 5) General Information.

- 8.6 PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.
- 8.7 RELATIONSHIP OF PARTIES:** It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever. The Vendor is advised that taxes or social security payments shall not be withheld from a CLIENT payment issued hereunder and that Vendor should make arrangements to directly pay such expenses, if any.
- 8.8 RIGHTS AND REMEDIES:** No provision in this document or in the vendor's offer shall be construed, expressly or by implication as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim or default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.
- 8.9 ADVERTISING:** Vendor shall not advertise, issue a press release or otherwise publish information concerning this RFQ or contract without prior written consent of CLIENT. CLIENT shall not unreasonably withhold permission.
- 8.10 SUBCONTRACTORS:** No subcontract shall be made by the vendor with any other party for furnishing any of the services herein contracted for without the advance written approval of CLIENT. All subcontractors shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontractor and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Vendor referred to herein. Vendor is responsible for contract performance whether or not subcontractors are used.
- 8.11 ENFORCEMENT:** In the event that CLIENT brings any action or proceeding to enforce any of its rights under this Contract, CLIENT shall be entitled to recover from the Vendor, in addition to any other amounts, CLIENT attorneys' fees and costs incurred in connection with such enforcement. CLIENT and the Vendor agree that any action or proceeding brought by either party to enforce any of its rights hereunder shall be brought in the Circuit Court for the City of Lexington, Kentucky, and the parties hereby irrevocably consent and agree to the jurisdiction of, and venue in, the foregoing Court for such purposes.
- 8.12 INCORPORATION OF FEDERAL TERMS AND CONDITIONS:** The terms and provisions of Attachment A hereto (Federal Terms and Conditions) are hereby incorporated herein and made a part of this contract by reference, and the contractor hereby expressly agrees to be bound by all of the terms and provisions thereof which apply to the Contractor.

REST OF PAGE LEFT BLANK INTENTIONALLY

9.0 SPECIAL TERMS AND CONDITIONS

9.1 KEY PERSONNEL: It is essential that the Vendor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Vendor must agree to assign specific individuals to the key positions.

- A. Vendor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to CLIENT.
- B. If key personnel are not available for work under this contract for a continuous period exceeding thirty calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Vendor shall immediately notify CLIENT, and shall, subject to the concurrence of CLIENT, replace such personnel with personnel of substantially equal ability and qualifications.

9.2 INSURANCE:

- a. The Vendor shall at the time of execution of this contract, file with CLIENT the Certificate of Insurance, which shall cover all of his insurance as required herein, including evidence of payment of premiums thereon, and the policy or policies or insurance covering said CLIENT and their officers, agents and employees. Each such policy and certificate shall be satisfactory to CLIENT at least thirty (30) days prior notice thereof in writing. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Vendor's responsibility for payment of damages resulting from his operations under this Contract.
- b. The Vendor shall maintain insurance in force at all times during the term of this agreement at the minimum amounts and types as indicated.

<u>Coverage Afforded</u>	<u>Limits of Liability</u>
Workers' Compensation:	\$ 100,000 or statutory limit
Commercial General Liability: (including XCU if appropriate)	Bodily Injury \$1,000,000 each occurrence Property Damage \$1,000,000 each occurrence or Combined Single Limit \$1,000,000
Automobile Liability:	Bodily Injury \$ 300,000 each person Liability \$ 500,000 each occurrence Property Damage \$ 500,000 or Combined Single Limit \$ 500,000
Professional Liability:	\$ 100,000

CLIENT shall be listed as an additional insured on all liability coverage, and shall be provided with a Certificate of Insurance that reflects this additional insured status. A 30-day notice of cancellation or material change shall be provided to CLIENT and so noted on the Certificate of Insurance.

REST OF PAGE LEFT BLANK INTENTIONALLY

ATTACHMENT A - FEDERAL TERMS AND CONDITIONS

1. BUY AMERICA REQUIREMENTS (See Appendix A)

The Buy America regulation, at 49 CFR 661.13, requires notification of the Buy America requirements in FTA-funded contracts, but does not specify the language to be used. The following language has been developed by FTA. Buy America - The vendor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15 client vans and 15 client wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

A bidder or vendor must submit to CLIENT the appropriate Buy America certification (below) with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as non-responsive. This requirement does not apply to lower tier subcontractors.

Certification requirement for procurement of steel, iron, or manufactured products.

2. ENERGY CONSERVATION REQUIREMENTS

Energy Conservation - The vendor 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.

3. CLEAN WATER REQUIREMENTS

Clean Water - (1) The Vendor 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. The Vendor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Vendor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

4. LOBBYING (See Appendix B)

Modifications have been made to the Clause pursuant to Section 10 of the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. A 1601, et seq.]

- Lobbying Certification and Disclosure of Lobbying Activities for third party vendors are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR A 20.110(d)

- Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that vendors file the certification required by 49 CFR Part 20, Appendix A.

Modifications have been made to the Lobbying Certification pursuant to Section 10 of the Lobbying Disclosure Act of 1995.

- Use of "Disclosure of Lobbying Activities," Standard Form-LLL set forth in Appendix B of 49 CFR Part 20, as amended by "Government wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.

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

5. ACCESS TO RECORDS AND REPORTS

1. The Vendor agrees to provide CLIENT, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Vendor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Vendor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Vendor access to Vendor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. The Vendor agrees to provide CLIENT, the FTA Administrator or his authorized representatives, including any PMO Vendor, access to the Vendor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

3. The Vendor agrees to provide CLIENT, FTA Administrator, and the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and records of the Vendor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. The Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

5. The Vendor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three 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 Vendor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

6. FEDERAL CHANGES

Federal Changes - Vendor 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 Agreement (Form FTA MA (2) dated October, 1995) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Vendor's failure to so comply shall constitute a material breach of this contract.

7. CLEAN AIR

Clean Air - (1) The Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. AA 7401 et seq. The Vendor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Vendor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

8. RECYCLED PRODUCTS

The Recycled Products requirements apply to all contracts for items designated by the EPA, when the purchaser or vendor procures \$10,000 or more of one of these items during the fiscal year, or has procured \$10,000 or more of such items in the previous fiscal year, using Federal funds. New requirements for "recovered materials" will become effective May 1, 1996. These new regulations apply to all procurement actions involving items designated by the EPA, where the procuring agency purchases \$10,000 or more of one of these items in a fiscal year, or when the cost of such items purchased during the previous fiscal year was \$10,000.

Recovered Materials - The vendor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

9. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

(4) Subcontracts. The vendor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime vendor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

(5) Payrolls and basic records. (i) Payrolls and basic records relating thereto shall be maintained by the vendor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the vendor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Vendors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

10. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

(1) The Purchaser and Vendor 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 Purchaser, Vendor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

11. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

(1) The Vendor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. AA3801 et seq. And U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Vendor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Vendor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Vendor to the extent the Federal Government deems appropriate.

(2) The Vendor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. A5307, the Government reserves the right to impose the penalties of 18 U.S.C. A1001 and 49 U.S.C. A5307(n)(1) on the Vendor, to the extent the Federal Government deems appropriate.

(3) The Vendor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

12. TERMINATION

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

b. Termination for Default [Breach or Cause] (General Provision) If the Vendor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Vendor fails to perform in the manner called for in the contract, or if the Vendor fails to comply with any other provisions of the contract, CLIENT may terminate this contract for default. Termination shall be effected by serving a notice of termination on the vendor setting forth the manner in which the Vendor is in default. The vendor will only be paid 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 CLIENT that the Vendor 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 Vendor, CLIENT, after setting up a new delivery of performance schedule, may allow the Vendor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) CLIENT in its sole discretion may, in the case of a termination for breach or default, allow the Vendor [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 Vendor fails to remedy to CLIENT' satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Vendor or written notice from CLIENT setting forth the nature of said breach or default, CLIENT shall have the right to terminate the Contract

without any further obligation to Vendor. Any such termination for default shall not in any way operate to preclude CLIENT from also pursuing all available remedies against Vendor and its sureties for said breach or default.

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

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

f. Termination for Default (Supplies and Service) If the Vendor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Vendor fails to comply with any other provisions of this contract, CLIENT may terminate this contract for default. CLIENT shall terminate by delivering to the Vendor a Notice of Termination specifying the nature of the default. The Vendor 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 Vendor 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 CLIENT.

g. Termination for Default (Transportation Services) If the Vendor 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 Vendor fails to comply with any other provisions of this contract, CLIENT may terminate this contract for default. CLIENT shall terminate by delivering to the Vendor a Notice of Termination specifying the nature of default. The Vendor 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 Vendor has possession of CLIENT goods, the Vendor shall, upon direction of CLIENT, protect and preserve the goods until surrendered to CLIENT or its agent. The Vendor and CLIENT 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 Vendor 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 CLIENT.

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

The Vendor's right to proceed shall not be terminated nor the Vendor 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 Vendor. Examples of such causes include: acts of God, acts of CLIENT, acts of another Vendor in the performance of a contract with CLIENT, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. The vendor, within [10] days from the beginning of any delay, notifies CLIENT in writing of the causes of delay. If in the judgment of CLIENT, the delay is excusable, the time for completing the work shall be extended. The judgment of CLIENT shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Vendor's right to proceed, it is determined that the Vendor 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 CLIENT.

i. Termination for Convenience or Default (Architect and Engineering) CLIENT may terminate this contract in whole or in part, for CLIENT' convenience or because of the failure of the Vendor to fulfill the contract obligations. CLIENT shall terminate by delivering to the Vendor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Vendor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of CLIENT, the 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 Vendor to fulfill the contract obligations, CLIENT may complete the work by contract or otherwise and the Vendor shall be liable for any additional cost incurred by CLIENT.

If, after termination for failure to fulfill contract obligations, it is determined that the Vendor 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 CLIENT.

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

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

13. GOVERNMENT WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

(Instructions) The certification and instruction language is contained at 29 CFR Part 29, Appendix B, and must be included in IFB's and RFQ's for all contracts over \$100,000, regardless of the type of contract to be awarded. Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Lower Tier Covered Transactions (Third Party Contracts over \$100,000).

Instructions for Certification

1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, CLIENT may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to CLIENT if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact CLIENT for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by CLIENT.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, CLIENT may pursue available remedies including suspension and/or debarment.

"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction"

(1) The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. A 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

14. PRIVACY ACT

Contracts Involving Federal Privacy Act Requirements - The following requirements apply to the Vendor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Vendor 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. A 552a. Among other things, the Vendor agrees to obtain the express consent of the Federal Government before the Vendor or its employees operate a system of records on behalf of the Federal Government. The Vendor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Vendor 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.

15. CIVIL RIGHTS REQUIREMENTS

Civil Rights - The following requirements apply to the underlying contract:

(1) Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. A 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C.

A 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. A 12132, and Federal transit law at 49 U.S.C. A 5332, the Vendor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Vendor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity . The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex . In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. A 2000e, and Federal transit laws at 49 U.S.C. A 5332, the Vendor 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. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. A 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Vendor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Vendor agrees to comply with any implementing requirements FTA may issue.

(b) Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. AA 623 and Federal transit law at 49 U.S.C. A 5332, the Vendor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Vendor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. A 12112, the Vendor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Vendor agrees to comply with any implementing requirements FTA may issue.

(3) The Vendor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

16. BREACHES AND DISPUTE RESOLUTION

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

Performance During Dispute - Unless otherwise directed by CLIENT, Vendor shall continue performance under this Contract while matters in dispute are being resolved.

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

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

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 CLIENT,(Architect) or Vendor 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.

17. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROVISION

Disadvantaged Business Enterprise Provision. - 1. The Federal Fiscal Year goal has been set by (name of grantee) in an attempt to match projected procurements with available qualified disadvantaged businesses. (name of grantee) goals for budgeted service contracts, bus parts, and other material and supplies for Disadvantaged Business Enterprises have been established by (name of grantee) as set forth by the Department of Transportation Regulations 49 C.F.R. Part 23, March 31, 1980, and amended by Section 106(c) of the Surface Transportation Assistance Act of 1987, and is considered pertinent to any contract resulting from this request for proposal. If a specific DBE goal is assigned to this contract, it will be clearly stated in the Special Specifications, and if the vendor is found to have failed to exert sufficient, reasonable, and good faith efforts to involve DBE's in the work provided, (name of grantee) may declare the Vendor non-compliant and in breach of contract. If a goal is not stated in the Special Specifications, it will be understood that no specific goal is assigned to this contract.

(a) Policy

It is the policy of the Department of Transportation and (name of grantee) that Disadvantaged Business Enterprises, as defined in 49 CFR Part 23, and as amended in Section 106(c) of the Surface Transportation and Uniform Relocation Assistance Act of 1987, shall have the maximum opportunity to participate in the performance of Contract financed in whole or in part with federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 23 and Section 106(c) of the STURAA of 1987, apply to this Contract.

The Vendor agrees to ensure that DBEs as defined in 49 CFR Part 23 and Section 106(c) of the STURAA of 1987, have the maximum opportunity to participate in the whole or in part with federal funds provided under this Agreement. In this regard, the Vendor shall take all necessary and reasonable steps in accordance with the regulations to ensure that DBEs have the maximum opportunity to compete for and perform subcontracts. The Vendor shall not discriminate on the basis of race, color, national origin, religion, sex, age or physical handicap in the award and performance of subcontracts.

It is further the policy of (name of grantee) to promote the development and increase the participation of businesses owned and controlled by disadvantaged DBE involvement in all phases of (name of grantee) procurement activities are encouraged.

(b) DBE obligation The Vendor and its subcontractors agree to ensure that disadvantaged businesses have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under the Agreement. In that regard, all Vendors and subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 as amended, to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts.

(c) Where the Vendor is found to have failed to exert sufficient reasonable and good faith efforts to involve DBE's in the work provided, (name of grantee) may declare the vendor in noncompliance and in breach of contract.

(d) The Vendor will keep records and documents for a reasonable time following performance of this contract to indicate compliance with (name of grantee) DBE program. These records and documents will be made available at reasonable times and places for inspection by any authorized representative of (name of grantee) and will be submitted to (name of grantee) upon request.

(e) (Name of grantee) will provide affirmative assistance as may be reasonable and necessary to assist the prime vendor in implementing their programs for DBE participation. The assistance may include the following upon request:

- * Identification of qualified DBE
- * Available listing of Minority Assistance Agencies
- * Holding bid conferences to emphasize requirements

2 DBE Program Definitions, as used in the contract:

(a) Disadvantaged business "means a small business concern":

i. Which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and

ii. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

or

iii. Which is at least 51 percent owned by one or more women individuals, or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more women individuals; and

iv. Whose management and daily business operations are controlled by one or more women individuals who own it.

(b) "Small business concern" means a small business as defined by Section 3 of the Small Business Act and Appendix B - (Section 106(c)) Determinations of Business Size.

(c) "Socially and economically disadvantaged individuals" means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and States (or lawfully admitted permanent residents) and who are black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, or women, and any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to section 8(a) of the Small Business Act.

i. "Black Americans", which includes persons having origins in any of the Black racial groups of Africa;

ii. "Hispanic Americans", which includes persons of Mexican, Puerto Rican, Cuba, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

iii. "Native Americans", which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;

iv. "Asian-Pacific Americans", which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the

Philippines, Samoa, Guam, the U.S. Trust Territories of Pacific, and the Northern Marianas;

v. "Asian-Indian Americans", which includes persons whose origins are from India,

Pakistan, and Bangladesh.

18. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions 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 FTA Circular 4220.1C, dated May 1, 1995, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Vendor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

REST OF PAGE LEFT BLANK INTENTIONALLY

APPENDIX A - BUY AMERICA CERTIFICATION

Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or vendor hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.

Date

Signature

Company Name

Title

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or vendor hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1), but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 CFR 661.7.

Date

Signature

Company Name

Title

Certification requirement for procurement of buses, other rolling stock and associated equipment.

Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C).

The bidder or vendor hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 CFR Part 661.

Date

Signature

Company Name

Title

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)

The bidder or vendor hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C), but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 CFR 661.7.

Date

Signature

Company Name

Title

APPENDIX B - CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned Vendor certifies, to the best of his or her knowledge and belief, that:

(1) 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 an agency, a Member of Congress, an 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.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this 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 [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq .)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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. A 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.

[Note: Pursuant to 31 U.S.C. A 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Vendor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Vendor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

_____ Signature of Vendor's Authorized Official

_____ Name and Title of Vendor's Authorized Official

_____ Date

ATTACHMENT B - ABBREVIATIONS

AVL	Automatic Vehicle Location or Locator
ATMS	Advanced Transportation System
C++	A high-level, structured programming language.
ATMS	Computer-Aided Registration, Scheduling , and Dispatch
GIS	Geographic Information System
GPS	Global Positioning System
ID	Identification number
IEEE	Institute of Electrical and Electronics Engineers
I/O	Input/Output - Pertaining to all hardware and activity that transfers data into or out of a processor.
LAN	Local Area Network
LED	Light Emitting Diode
MDC	Mobile Data Terminal
MMI	Man/Machine Interface - The interface equipment and functions used for user communications.
NEMA	National Electrical Manufacturers Association
NMEA	National Marine Electronics Association
OEM	Original Equipment Manufacturer
PC	Personal Computer
SQL	Structured Query Language
SAE	Society of Automotive Engineers
TCP/IP	Transmission Control Protocol/Internet Protocol.
UPS	Uninterruptible Power Supply
VCH	Vehicle Control Head
VLU	Vehicle Logic Unit