



# **Request for Proposal #T-01-25**

## **On-Call Transportation Planning Services**

Issue Date: April 24, 2024

Submission Deadline: May 29, 2024 @ 12:00pm

Fiscal Year 2025 Contract Period: July 1, 2024 - June 30, 2025

*The Southern Georgia Regional Commission is an Equal Opportunity Employer and provider of employment and training programs. Auxiliary Aids and Services are available upon request to persons with disabilities.*

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# 1 Project Overview/Introduction

## 1.1 Introduction

The Southern Georgia Regional Commission (SGRC) is a regional planning and intergovernmental coordination agency which serves 45 municipalities and 18 counties in Southern Georgia. In 2003, the SGRC was designated as the host agency of the Metropolitan Planning Organization (MPO) for the Valdosta Urbanized Area. The Valdosta-Lowndes Metropolitan Planning Organization (VLMPO) planning area includes all of Lowndes County, including its' cities and portions of Berrien, Brooks, and Lanier Counties.

Like many communities throughout the United States, the Southern Georgia area has a variety of challenges related to infrastructure, vulnerability, and resiliency of the transportation network, as well as bicycle and pedestrian safety concerns. The goal of the VLMPO is to conduct analysis of these various concerns for the purpose of helping to create and maintain a safe transportation system, and to adequately inform and involve the public in all aspects of transportation planning.

The SGRC and the SGRC on behalf of VLMPO must comply with funding rules and regulations of the Federal Highway Administration (FHWA), Federal Transit Administration (FTA) and the Georgia Department of Transportation (GDOT) as well as other federal, state and local funding sources. The SGRC is an Equal Opportunity Employer.

Disadvantaged Business Enterprises are encouraged to submit proposals and no proposer will be subject to discrimination based on race, color, religion, ancestry, national origin, age, gender, handicap, sexual orientation, veteran's status, or other protected class, as identified by law, in consideration of an award of contract.

The SGRC's Disadvantaged Business Enterprises (DBE) plan is race neutral with the use of DBEs and small businesses encouraged.

## 1.2 Project Overview

The Southern Georgia Regional Commission (SGRC) invites qualified and experienced firms to submit proposals for providing on-call transportation planning services. The selected firm will provide a comprehensive range of on-call planning services tailored to the SGRC's evolving needs. The selected firm may be asked to assist or prepare various transportation planning related documents and task such as:

- a) General Plan Amendments and Updates
- b) Specific Plan Development and Implementation
- c) Design Guidelines Development and Revisions
- d) Community Engagement and Outreach Initiatives
- e) Environmental Impact Assessments and Compliance
- f) Grant Writing and Funding Assistance
- g) Infrastructure Planning and Feasibility Studies
- h) General Reporting & Data Collection

Individual project scopes will be outlined in task work orders collaboratively developed between the SGRC and the selected firm.

This RFP includes the Terms and Conditions and Technical Specifications defining the requirements of the SGRC and identifies all significant factors.

### **1.3 Project Detail**

Recipient Name: Southern Georgia Regional Commission  
Recipient Address: 1725 South Georgia Parkway West  
Waycross, GA 31503  
DUNS: 831505263

### **1.4 Contract Term**

The contract will be on a State of Georgia fiscal year and will begin on July 1, 2024 and end on June 30, 2025. The contract may have options to renew for up to three (3) additional years through June 30, 2028. The annual renewal of the contract shall be based on availability of funds and satisfactory performance during the preceding year(s).

The scheduled begin date for the proposal selected for funding is July 1, 2024; however, the SGRC reserves the right to fund proposals received from this solicitation at a later date without issuance of an additional request for proposal package. Furthermore, the RFP does not commit the SGRC to award a contract or to pay any costs incurred in the preparation of a proposal in response to this request. The SGRC reserves the right to accept or reject any or all proposals received as a result of this procurement process.

### **1.5 Type of Contract**

This will be a time and expense not-to-exceed contract. Projects/task will be assigned via Task Work Order which will include a not-to-exceed amount. The firm will be paid for services in accordance with the Fee Schedule (Exhibit G) submitted with this RFP. The hourly rates in Exhibit G shall remain in effect during the terms of the resulting contract.

### **1.6 Contact Person**

Clarifying questions about this package and the RFP process may be directed to:

Amy Martin, Transportation Director  
Southern Georgia Regional Commission  
1937 Carlton Adams Drive  
Valdosta, GA 31601  
(229) 333-5277  
[amartin@sgrc.us](mailto:amartin@sgrc.us)

### **1.7 Obtaining a Request for Proposal Package**

This RFP is publicly advertised and issued to all requestors. Copies of this Request for Proposal (RFP) can be obtained on the Southern Georgia Regional Commission website at: <https://www.sgrc.us/rfps.html>.

### **1.8 Procurement Requirements**

This procurement shall conform to the procurement requirements of the Georgia State Purchasing Code, with emphasis on Sections 50-5-67 and 50-5-83.

This procurement process shall also conform to the procurement requirements of the Federal Transit Administration's Third-Party Contracting Requirements Circular Number C.4220.1f. Per C.4220.1f, this is procurement by competitive proposal/request for proposal.

**1.9 System of Award Management (SAM)**

Proposing firms must not be on the System of Award Management (SAM) list of ineligible firms. The successful Proposer will be required to comply with all applicable Equal Employment Opportunity (EEO) laws and regulations. Disadvantaged Business Enterprises (DBEs) shall be afforded full opportunity to submit proposals.

**1.10 Disclaimer**

The SGRC reserves the right to withdraw this RFP at any time for any reason, and to issue clarifications, modifications, and/or addenda, as it may deem appropriate. This RFP does not commit SGRC to award a contract or to pay any costs incurred in the preparation of proposal(s) in response to this request. SGRC reserves the right to accept or reject any or all proposals received as a result of this procurement.

## 2 Schedule of Events, Instructions and Conditions

### 2.1 Schedule of Events

The schedule of events is as follows:

<b><u>RFP Milestone</u></b>	<b><u>Date</u></b>
Release of RFP	April 24, 2024
Proposer's Conference	May 7, 2024 @ 10:00 AM EST
Deadline for Written Questions	May 9, 2024 @ 4:00 PM EST
Deadline for Proposals	May 29, 2024 @ 12:00 PM EST
Review and Selection Period	May 29 – June 7, 2024
Notification to Proposers	June 10, 2024
Contract Negotiations	June 10, 2024 – June 14, 2024
Program Begins	July 1, 2024

### 2.2 Preparation of Proposals

- Proposers are expected to examine the Bid Requirements and all instructions. Failure to do so will be at the proposer's risk.
- Proposers shall prepare their offers as described in Section 2 of this solicitation. All attachments and /or addenda must be clearly labeled and appropriately referenced in the body of the offer.
- Bidders are encouraged to make their offers concise.

### 2.3 Proposers Conference

A virtual proposer's conference will be held on May 7, 2024 at 10:00 am. Please register by emailing Torrence Weaver at [tweaver@sgrc.us](mailto:tweaver@sgrc.us). Once registered, you will be provided with the link and a call-in number for the conference.

Please Note: Questions asked and answered at this conference **will not** be reduced in writing and forwarded to those proposers not in attendance.

### 2.4 Explanation of Proposers

Requests for additional details will be honored between **April 24, 2024 and May 9, 2024**. All requests must be made in writing and sent to Torrence Weaver at [tweaver@sgrc.us](mailto:tweaver@sgrc.us). Requests will be logged to include date, time, organization, and nature of the request. Responses will be provided in writing and emailed from our offices within three working days. Any explanation or information given to any prospective Proposer concerning a solicitation will be made available to all prospective Proposers as an amendment to the solicitation, if lack of such information would be prejudicial to uninformed Proposers.

**THIS IS A COMPETITIVE PROCUREMENT; THUS, TRANSPORTATION STAFF WILL PROVIDE CLARIFYING INFORMATION, BUT THEY ARE NOT AVAILABLE FOR EXTENSIVE TECHNICAL ASSISTANCE OR ADVICE.**



## 2.5 Unsolicited Proposals

This RFP will be available only during the solicitation period (**April 24, 2024 – May 29, 2024**). The SGRC will not consider any unsolicited proposals for Fiscal Year 2025 funding. Proposers not meeting the **May 29, 2024** deadline must wait to submit proposals until another solicitation is issued.

## 2.6 Due Date and Time

Proposals responding to this RFP package are due by **Wednesday, May 29, 2024 at 12:00 p.m. (Noon)**. Proposals must be officially received at the Southern Georgia Regional Commission, 1725 South Georgia Parkway West, Waycross, Georgia 31503 no later than 12:00 pm or it will not be considered.

## 2.7 Delivery Requirements

Proposals must be mailed or hand delivered to the SGRC.

**Proposals received via fax or email will not be considered.**

### 2.7.1.1 Mailed Proposals

Proposers may choose to mail their bids or employ a commercial delivery service. Mailed proposals must be received by the SGRC office by the deadline date and time. No consideration will be taken for proposals that are delayed due to reasons outside the control of the proposer. A “Notice of Receipt of Proposal” which will indicate the date, time of delivery, and number of copies submitted will be mailed and/or emailed to the proposer.

### 2.7.1.2 Hand Delivered Proposals

Proposers may choose to deliver their proposal in person to the indicated office. Proposers who deliver their bids should obtain a “Notice of Receipt of Proposal” which will indicate the date, time of delivery and number of copies submitted. The SGRC staff will also record the proposal delivery on a log, which will be removed and “red-lined” at the exact hour specified in the solicitation as the deadline for receipt of offers. Hand delivered bids are to be received exclusively by the following SGRC staff: Jackie Bennett, Kim Vining, Amy Martin, or Roberta Lovett. No other SGRC staff are authorized to accept hand delivered proposals.

## 2.8 Number of Copies

Five (5) paper copies, one with original signature(s), and one (1) flash drive copy **must** be submitted. *If this requirement is not met, the proposal will be determined non-responsive and will not be considered for funding.*

### 3 General Requirement for Proposers

This section includes the requirements for proposers. Proposers should read it carefully before developing a proposal.

#### 3.1 Funding

A proposal funded under this Request for Proposal package will be funded under the provision of Metropolitan Planning Program (PL) funds, the Georgia Department of Transportation (GDOT), and the Federal Transit Administration (FTA) 5303 and 5304 programs. Funding is contingent upon the availability of these funds from GDOT. Proposers must comply with 23 CFR 420 - Planning and Research Program Administration and 450 - Planning Assistance and Standards. The SGRC reserves the right to fund proposals under funding sources (if available) other than the sources identified in this RFP package.

#### 3.2 Fee Schedule

The proposer shall include a Fee Schedule (*Exhibit G: Fee Schedule*). The Fee Schedule must identify job titles with corresponding hourly rates for the entire term of the contract. The proposer may include additional labor categories deemed appropriate to complete the Scope of Services. The rate schedule shall contain proposed base year labor rates for the first year of the contract as well as rates for option years two and three. If escalation in the labor rates is proposed over time, the proposer shall provide an explanation and rationale for the proposed escalation. Labor rates should be fully burdened, inclusive of direct salary, fringe and overhead. Direct costs including travel, meals, incidentals, and other non-labor costs will be negotiated by task work order. The Fee Schedule does not constitute a cost proposal for any individual task work orders that may be issued under the contract resulting from this RFP. Individual task work orders will require separate cost proposals to be submitted.

Please note that a Fee Schedule is required for all primary and sub-consultants

Note: the prices quoted and listed in the Cost Proposal shall be firm throughout the term of the resulting contract, unless otherwise noted in the RFP.

#### 3.3 Code of Conduct

The proposer shall avoid conflicts of interest, real or apparent, and shall adhere to the following code of conduct. Proposers found violating this code of conduct will not be funded.

No officer, employee, or agent of the proposer shall:

- Solicit or accept gratuities, favors, or anything of monetary value from suppliers or potential suppliers, including subcontractors under recipient contractor; or
- Participate in the selection, award, or administration of a procurement supported by GDOT funds where, to the individual's knowledge, any of the following has a financial or other substantive interest in any organization which may be considered for award:
  - The officer, employee, or agent;
  - Any member of his or her immediate family;
  - His or her partner; or
  - A person or organization, which employs, or is about to employ any of the above.

### 3.4 Addendum

Any change in the conditions or terms of this RFP will be accomplished by written addendum sent to prospective Proposers and posted to the website (<https://www.sgrc.us/rfps.html>). All such addenda shall become part of the proposal and resulting contract.

### 3.5 Rights of Rejection

The SGRC reserves the right to reject any or all responses, to waive any irregularity or informality in a supplier's response, and to accept or reject any item or combination of items, or to postpone the public bid opening, when to do so would be to the advantage of the SGRC. It is also within the right of the SGRC to reject responses that do not contain all elements and information requested in this RFP. A supplier's response will be rejected if the response contains any defect or irregularity and such defect or irregularity constitutes a material deviation from the RFP requirements, which determination will be made by the SGRC on a case-by-case basis.

### 3.6 Rights to Amend and/or Cancel the RFP

The SGRC reserves the right to amend this RFP. Any revisions must be made in writing prior to the RFP closing date and time. By submitting a response, the supplier shall be deemed to have accepted all terms and agreed to all requirements of the RFP (including any revisions/additions made in writing prior to the close of the RFP whether or not such revision occurred prior to the time the supplier submitted its response) unless expressly stated otherwise in the supplier's response. **THEREFORE, EACH SUPPLIER IS INDIVIDUALLY RESPONSIBLE FOR REVIEWING THE REVISED RFP AND MAKING ANY NECESSARY OR APPROPRIATE CHANGES AND/OR ADDITIONS TO THE SUPPLIER'S RESPONSE PRIOR TO THE CLOSE OF THE RFP.** Suppliers are encouraged to frequently check the RFP for additional information. Finally, the SGRC reserves the right to cancel this RFP at any time.

The SGRC reserves the right to negotiate mutually acceptable amendments to the Contract arising from the RFP and with respect to the addition of services that are consistent with the services solicited by the RFP. The right to negotiate mutually acceptable amendments applies for the term of this Contract and any extensions.

### 3.7 Responsive Proposals

The SGRC or its designee shall solely determine if each proposal is responsive. The responsiveness of each proposal shall be determined by its conformance to the scope of work, instructions to Proposers, legal requirements of the RFP, and the best interests of the SGRC. Any proposal that fails to conform to the essential requirements of the RFP shall be deemed nonresponsive, and accordingly rejected.

### 3.8 Responsible Proposers

The SGRC shall award a contract only to the responsible and responsive Proposer who possesses the highest potential to perform successfully under the terms and conditions of this RFP. Consideration shall be given to such matters as Proposer's integrity, qualifications of Proposer's staff, experience with similar projects, record of past performance, and accessibility to financial and technical resources. The Proposer shall affirmatively demonstrate its responsibility and, when necessary, the responsibility of any proposed subcontractors. If information obtained by the SGRC clearly indicates that the Proposer is not responsible and the SGRC has doubts about the productive capacity, financial strength, or past performance of a

Proposer which cannot be resolved affirmatively, a determination that the Proposer is non-responsible shall be rendered.

### **3.9 Withdrawing Proposals**

After proposals are opened by the SGRC, the Proposer may not withdraw proposals for 90 calendar days. However, prior to the date/time set for the proposal opening, proposals may be modified or withdrawn by the Proposer's authorized representative in person, or by written notice. If proposals are modified or withdrawn in person, the authorized representative shall make his/her identity known and shall sign a receipt for the proposal. Written notices shall be received by the SGRC later than the exact date and time for proposal opening.

### **3.10 Error in Proposals**

Proposers or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and scope of work before submitting proposals. Failure to do so shall be at the Proposer's own risk and he/she cannot secure relief on the plea of errors.

### **3.11 Financial Requirements**

The proposer who is awarded a contract must maintain financial records in accordance with generally accepted governmental accounting principles and all applicable Federal and State laws and regulations. All accounting records must be fully supported by appropriate documentation; such as invoices, purchase orders, etc. An adequate internal control structure must exist within the organization. Upon submission of a proposal, the proposer accepts responsibility for establishing and maintaining an internal control structure that will provide assurance that assets are safeguarded against loss from unauthorized use or disposition, that transactions are executed in accordance with management's authorization and recorded properly to permit preparation of financial statements in accordance with generally accepted governmental accounting principles, and that federal financial assistance programs are managed in compliance with applicable laws and regulations.

### **3.12 Invoices and Payments**

The proposer who is awarded a contract will submit a monthly invoice to the SGRC describing the work performed the preceding month. The invoice shall include the name and title of the person who performed the work, a brief description of the services performed and/or the specific task in the Scope of Work that relates, the date the services were performed, and the number of hours spent on all work billed on an hourly basis. The invoice is due by the 10<sup>th</sup> calendar day of the following month. A final invoice is due to the SGRC no later than 15 calendar days after the end of the annual contract period.

### **3.13 Assurances, Certifications, and Indemnification**

The proposer who is awarded a contract must sign a standard contract document. The document specifically outlines federal, state and local regulations along with responsibilities of the firm. Any proposed changes to the standard contract must be submitted with the proposal.

The selected firm shall indemnify and hold harmless the SGRC, as well as any of its agents, officials, and employees, from all claims, demands, actions, liabilities, losses, suits, judgments, costs, and expenses, which may directly or indirectly arise from, or be incurred as a result of the firm's acts or omissions, including acts of omissions of its employees, servants, and agents. The

SGRC will give prompt notice of any suits or claims instituted and will give all needed information to the firm for defending itself through counsel.

### **3.14 Nondiscrimination and Equal Employment Opportunities**

Proposers shall comply fully with the non-discrimination and equal opportunity provisions in the Civil Rights Act of 1964 and its amendments, the Civil Rights Restoration Act of 1987, the Age Discrimination Act of 1974, as amended, the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, and the Federal-Aid Highway Act of 1973.

### **3.15 Records**

Access to Records and Reports provides requirements for retention, etc. of records that are applicable to this contract. Records retention requirements are in accordance with FHWA Order 1324.1B - FHWA Records Management and DOT Order 1351.28. Records will be kept 3 years after the final payment of the project; if the project is specific to the Unified Planning Work Program (UPWP), then 3 years after all work items under the UPWP receive final payment.

### **3.16 Assignment of Contracts**

The contract resulting from this RFP shall not be delegated or assigned to another person or entity without prior written consent of the SGRC.

### **3.17 Subcontracts**

If a proposer anticipates using subcontractors to provide any service proposed, the proposal must clearly identify those subcontractors, their specific responsibilities, and the planned budget. The proposer shall not subcontract all services and activities required by this RFP. Copies of the sub-agreements negotiated with a subcontractor must be approved by the SGRC prior to signature on the contract and execution of services. Subcontractors, prior to SGRC approval, must meet all licensing requirements and provide all required documents, certifications and insurance as required by the lead Proposer, and shall agree to comply with the Standard General Provisions and all Federal, State regulations and all SGRC policies and procedures. Any failure by the Subcontractor to meet all licensing requirements or to provide all required documents, certifications or insurance by the Contract date shall be considered a violation of the RFP and the Contract shall not be awarded until such violation is cured after ten (10) days written notice, or then at the option of the SGRC, the Contract may be awarded to the next ranked Proposer recommended for funding, if any.

### **3.18 Insurance**

The proposer must include evidence in the proposal that he or she maintains the following minimum insurance coverage;

1. Worker's Compensation – The proposer must provide prior to the contract the worker's compensation coverage per the applicable state requirements.
2. Public Liability Insurance as follows:
  - a. Each Occurrence Limit: \$1,000,000
  - b. Personal Injury/Death Limit \$1,000,000
  - c. General Aggregate Limit: \$2,000,000
  - d. Products/Completed Ops.: \$2,000,000
  - e. Aggregate Limit:

- i. Automobile Liability Limit: \$1,000,000 (combined single limit)
- ii. Umbrella Liability: \$2,000,000

Insurance shall be maintained in full force and effect during the life of the contract, or amendments hereto, and shall protect the SGRC, its employees, agents and representatives from claims for damages, for personal injury, and death and for damages arising in any manner from the negligent or wrongful acts or failures to act by SGRC, its employees, agents, or representatives in the performance of the work covered by the contract, or amendments hereto.

### **3.19 Appeal Procedures**

Proposers who wish to appeal the final funding decision may do so. Proposers must document specific factors (e.g., conflict of interest, nepotism), which put the aggrieved proposer at a competitive disadvantage and/or document violations of specific section(s) of the RFP. Proposers may not appeal simply because they believe their program to be superior to the one selected. The Southern Georgia reserves the right to refuse to consider any appeal that does not identify specific procedural shortcomings.

### **3.20 Lobbying**

Proposers must complete and include *Appendix G: Certifications Regarding Lobbying*, in each proposal submitted to the SGRC.

### **3.21 Debarment, Suspension, Ineligibility and Voluntary Exclusion**

Proposers must complete and include *Appendix H: Certification Regarding Debarment*, in each proposal submitted to the SGRC.

### **3.22 Timely Completion**

All Proposers by virtue of submitting a proposal agree to meet the project schedule as outlined in this RFP.

### **3.23 Applicable Law and Venue**

The work performed by the successful Proposer in response to this RFP shall be in compliance with all applicable federal, state, and local laws and their respective rules and regulations. The successful proposer shall ensure that all applicable federal requirements shall flow down to any subrecipients or subcontractor. This compliance shall be at the successful Proposer's expense. Venue for any legal action arising out of the resulting contract and between the parties hereto shall be exclusively in Lowndes County, Georgia.

The SGRC and the SGRC on behalf of VLMPO must comply with funding rules and regulations of the Federal Highway Administration (FHWA), Federal Transit Administration (FTA) and the Georgia Department of Transportation (GDOT) as well as other federal, state and local funding sources. The SGRC is an Equal Opportunity Employer.

The selected Proposer acknowledges and agrees that the contract by and between the SGRC and the selected Proposer shall include certain contract provisions required by the SGRC, Georgia Department of Transportation and Federal Highway Administration, Federal Transit Administration, Code of Federal Regulations, all as amended. Such contract shall be construed under, governed by, and enforced in accordance with law without regard to conflict of law or choice of law principles.

### **3.24 Required Certifications**

All Proposers shall complete and submit the certifications included herein and incorporated into this RFP.

### **3.25 Right to Adjust**

If the SGRC determines during the life of the contract that data submitted by the proposer is not current, incomplete, or is inaccurate, the SGRC and proposer shall negotiate a mutually agreeable adjustment in cost.

### **3.26 Contract Change Orders**

Written Change Orders: Oral change orders are not permitted. No change in this contract shall be made unless the SGRC gives prior written approval. The proposer shall be liable for all costs resulting from, and/or for satisfactorily correcting, any specification changes not properly approved by written notice.

**Change Order Procedure:** Within thirty (30) calendar days after receipt of a written change order request, the proposer shall submit a detailed price and schedule proposal for the work to be performed. The proposal shall be accepted or modified by negotiations between the Proposer and the SGRC. At that time both parties shall execute a detailed agreement in writing.

### **3.27 Form of Agreement**

The agreement between the SGRC and the successful Proposer will be in form of a contract (*Exhibit A: Draft Contract Language*) and shall incorporate the scope of services and responsibilities of the consultant as well as the required clauses listed in *Appendix F: Required Federal Terms & Conditions with Acknowledgement*.

### **3.28 Inspection**

Proposer shall permit, if requested, authorized representatives of the SGRC to inspect a Proposer's data, facilities, equipment and records relating to this RFP. Unsubstantiated statements or the refusal to permit audit or inspection may cause the Proposer to be deemed non-responsive.

### **3.29 Responses to RFP**

The individual responses to this RFP, including all drawings, plans, photos and narrative material shall become the property of the SGRC upon their receipt thereof. The SGRC will maintain the confidentiality of any material that is provided in response to this RFP and clearly marked "Confidential", to the maximum extent possible, in a manner consistent with applicable law. Given the nature of the public records law, respondents should nevertheless be aware that any information given to the SGRC in response to this RFP or any correspondence, discussion, meeting, or other communication between the respondent and the SGRC before, with, or after

the submission of the response, either orally or in writing, may not be, or may not be deemed to have been, proprietary or confidential.

### **3.30 Proprietary Information**

All proposals shall become the property of the SGRC. If any proprietary information is contained in or attached to a proposal, it must be clearly identified as such.

### **3.31 Ownership of Records**

All documents, information and materials of any and every type furnished or prepared by the firm or any of its subcontractors pursuant to and in the course of performance of this RFP and resulting contract shall be and remain the sole and exclusive property of the SGRC. Such documents, information, and materials shall include but not be limited to all findings, reports, plans, specifications, studies, drawings, estimates, documents, information and data including, but not limited to, electronic media, and computer files furnished or prepared or accumulated by the Firm in performing work under the contract resulting from this RFP whether completed or in process. The SGRC shall have the sole right to use such documents, materials, and information in its discretion without further compensation to the Firm or any other party. The Firm, at its expense, provide such documents, materials, and information to the SGRC upon written request.



## 4 Proposal Format

The proposal must be in the following format. If this requirement is not met, the proposal will be determined non-responsive and will not be considered for funding. Proposals shall contain information that is relevant and demonstrates the Proposer's capabilities to successfully provide administrative and technical services and undertake the project. Proposers are responsible for meeting all terms and conditions described in the Scope of Work and in this Request for Proposals (RFP).

### 4.1 Proposal Cover Sheet

The first page of the proposal must be *Appendix A: Proposal Cover Sheet*. An official legally authorized to act on behalf of the proposing agency must sign the Proposal Cover Sheet. The signature of this individual will serve as certification that the data contained in the proposal is accurate and complete.

### 4.2 Executive Summary

The proposer must include an Executive Summary. The Executive Summary must be limited to three (2) pages (not including resumes and organizational chart) and should include the proposer's name and RFP # on each page. Proposer should include:

- Description of the firm's background and history. Include the principals of the firm and their backgrounds. Describe the ownership structure and provide relevant information.
- Provide the names of the staff members who will work on the project.
- Present a brief summary describing the proposal and your firms' capabilities to fulfil the scope of work.
- Attach a copy of your organizational chart.

### 4.3 Fee Schedule

The proposer shall include a Fee Schedule (*Exhibit C: Fee Schedule*). The Fee Schedule must identify job titles with corresponding hourly rates for the entire term of the contract. The proposer may include additional labor categories deemed appropriate to complete the Scope of Services. The rate schedule shall contain proposed base year labor rates for the first year of the contract as well as rates for option years two and three. If escalation in the labor rates is proposed over time, the proposer shall provide an explanation and rationale for the proposed escalation. Labor rates should be fully burdened, inclusive of direct salary, fringe and overhead. Direct costs including travel, meals, incidentals, and other non-labor costs will be negotiated by task work order. The Fee Schedule does not constitute a cost proposal for any individual task work orders that may be issued under the contract resulting from this RFP. Individual task work orders will require separate cost proposals to be submitted.

Please note that a Fee Schedule is required for all primary and sub-consultants

Note: the prices quoted and listed in the Cost Proposal shall be firm throughout the term of the resulting contract, unless otherwise noted in the RFP.

### 4.4 Proposal Submittal Format

Complete and attach *Appendix B: Proposal Submittal Form*

#### **4.5 Summary of Understanding of the Project Requirements**

The proposer should indicate their understanding of the project requirements and describe how it proposes to provide those services. The proposer is urged to develop scenarios or examples to fully explain their position.

The summary must be limited to a maximum of two (2) pages and the signer of the proposer must declare that the proposal is in all respects fair and in good faith without collusion or fraud and that the signer of the proposal has the authority to bind the principal proponent.

#### **4.6 Technical and Analytical Capabilities**

Provide information describing the firm's technical and analytical capabilities. Describe any unique services your firm can provide. The summary must be limited to a maximum of two (2) pages and should include the proposer's name and RFP # on each page.

#### **4.7 Contract Exceptions**

*Exhibit A: Draft Contract Language* has been included in this RFP. Any exceptions to the contract must be submitted and clearly identified with the proposer's proposal.

#### **4.8 Record of Experience/Past Performance**

The proposer shall include a list of consulting services similar to the Statement of Work specified in the RFP currently in place or completed within the past five (5) years. Include any pertinent information needed to determine the proposer's past performance.

The proposal should address how the proposers have previously managed tracking the information required in the scope of work. For each of the above items the proposers shall include details of the project such as: the public agency, their contact, all pertinent phone numbers and dollar amounts. The proposers shall provide information necessary to investigate the work performed with/for the public or private agency.

The summary must be limited to a maximum of two (2) pages and should include the proposer's name and RFP # on each page.

#### **4.9 Provider References**

The proposers shall provide at least three (3) references for contracts of a similar size and scope, (if available) including at least two references for current contracts or those awarded during the past five years. Include the name of the organization, the length of the contract, a brief summary of the work, and the name and telephone number of a responsible contact person. Also provide a description of any conflicts occurring over the last five (5) years with these or any other contract for similar work. Complete *Appendix D: Provider References*.

#### **4.10 Disadvantaged Business Enterprise (DBE) Utilization**

Proposer should indicate utilizing Appendix E: DBE Utilization, the utilization percentage and details for any DBE's that will be used as part of the contract resulting from this RFP.

#### **4.11 Litigation/Legal Proceedings**

Disclose whether, within the last five years, your organization or an officer or principal has been involved in any business litigation or other legal proceedings. If so, please provide an

explanation and indicate the current status or disposition. Must be limited to a maximum of two (2) pages and should include the proposer's name and RFP # on each page.

**4.12 Insurance**

Provide documentation that the firm maintains the minimum insurance requirements as outlined in Section 3.18 of this RFP.

**4.13 Required Federal Terms and Conditions with Acknowledgement**

Complete and attach *Appendix F: Federal Terms and Conditions*

**4.14 Certification Regarding Lobbying**

Complete and attach *Appendix G: Certification Regarding Lobbying*

**4.15 Certification Regarding Debarment**

Complete and attach *Appendix H: Certification Regarding Debarment*

**4.16 Proposer Certifications Conflict of Interest**

Complete and attach *Appendix I: Conflict of Interest*

**4.17 Certification Regarding a Drug Free Workplace**

Complete and attach *Appendix J: Certification Regarding a Drug Free Workplace*

**4.18 Authorization for Information**

Complete and attach *Appendix K: Authorization for Information*

**4.19 Addenda Acknowledgement**

Complete and attach *Appendix L: Addenda Acknowledgement*

## 5 Scope of Services

The SGRC/VLMPO seeks to augment its staff efforts in performing administrative and technical work tasks for transportation planning activities. The selected firm will provide a comprehensive range of on-call planning services tailored to the SGRC's evolving needs. Individual project scopes will be outlined in task work orders collaboratively developed between the SGRC and the selected firm.

The overall objective of this procurement is to contract with a qualified firm with the demonstrated knowledge, experience, competence, financial stability, resources and familiarity in the following:

- **Demonstrated Expertise:** A team with diverse planning expertise encompassing land use, zoning, environment, design and community engagement disciplines;
- **Regional Commission's:** Previous experience working with Regional Commission's in Georgia;
- **Metropolitan Planning Organization's (MPO):** Previous experience working with MPO's (particularly in Georgia);
- **Regulatory and Funding Knowledge:** In depth understanding of relevant state and federal regulations and grant opportunities. This includes experience preparing reports required by the Federal Transit Authority (FTA), Federal Highway Administration (FHWA), and Georgia Department of Transportation (GDOT);
- **Collaborative Approach:** Strong communication, collaboration, and project management skills; *and*
- **Competitive Fee Structure:** Flexible engagement models and competitive hourly rates for various staff levels.

### 5.1 Projects

Examples of projects to be included in this contract include:

- **Fiscal Year 2025 Unified Planning Work Program (UPWP)**  
The UPWP is developed annually and documents metropolitan transportation planning activities performed with federal, state and local transportation funds in the 18-county Southern Georgia region. The UPWP is developed in cooperation with the State, local governments, and public transportation operators and includes a discussion of planning priorities facing the metropolitan planning area.
- **Fiscal Year 2024 - 2025 Bicycle and Pedestrian Safety Program**  
The Bicycle and Pedestrian Safety Program is developed to identify and determine methods for transforming the Southern Georgia region through the development of a safe and convenient network of paths, trails, and lanes for walkers, runners, and bicyclists.
- **Various Public Participation and Engagement Efforts for FY2025**
- **Other Projects/Plans as assigned by task work order by the SGRC Transportation Director.**

Please note that the contract resulting from this RFP may also be used to issue task orders to support other technical and planning activities undertaken by SGRC, but which are not

necessarily activities identified in the above list. These may include and would not be limited to task orders to perform similar types of services to support the work activities on other projects.

## **5.2 General List of Services that May be Assigned**

The general list of services to be performed by the proposer include the following:

1. Consulting and professional services upon request of the SGRC including project concept, specific planning, development, environmental concerns, design and surveying.
2. Creation of development guidelines that can serve as a planning tool for the SGRC as an identified project continues to develop.
3. Coordination planning and project development with cooperating Federal, State and Local agencies having jurisdiction or influence in SGRC projects.
4. Preparation and facilitation of community outreach meetings.
5. Development of conceptual drawings, site layouts, sketches depicting proposed transportation projects, and presentation of final planning reports and documents.
6. Provide preliminary consultation, research and evaluation of multiple modes of transportation which maximize the transportation project(s).
7. Provide other planning and design services as requested.

## 6 Proposal Review

The evaluation and selection process will involve reviewing the proposals and conducting in person interviews with the firms selected as finalists. The SGRC/VMPO reserves the right to conduct interviews virtually when deemed necessary.

The Proposal Review Committee (PRC) will evaluate the firm's proposals and interviews and provide a final ranking and recommendation to the SGRC Executive Director. The PRC will consist of a five (5) person panel from SGRC/VMPO staff, including the SGRC Transportation Director, and, if available, representatives of the VMPO area. Each Committee member shall grade each submitted proposal based upon the evaluation criteria provided below.

The written proposal is the only measurement that will be used to identify firms that will be invited for an interview. The PRC will recommend at least the two (2) highest ranked firms to be invited for an interview. Firms invited for an interview will give a presentation to PRC. Firms will be allotted 25-minutes for a presentation to be given by the firm followed by 20-minutes for questions and answers from the Committee.

It is the SGRC's intent to evaluate the proposals based on technical merit and price. It is the intent of the SGRC to choose the proposer whose proposal provides the highest value to the SGRC/VMPO. The SGRC reserves the right to waive any irregularities, reject any and/or all proposals, in whole or in part, when, in the SGRC's opinion, such rejection is in the best interests of the SGRC/VMPO.

Interviews will be scored based on their own merit aside from the original written proposal score. Firms will be ranked in descending order of numerical predominance. Negotiations with the highest ranked firm based on the results from the presentations and written proposals. Should such negotiations fail to reach an agreement, negotiations will begin with the next highest ranked firm. Once an agreement between the firm and the SGRC is reached, the contract will be presented execution.

In order to be considered, a proposal should comply with all requested information/data in this RFP.

### 6.1 Proposal Review for Responsiveness

First, proposals will be reviewed to determine responsiveness. See *Exhibit B: Proposal Responsiveness Checklist*. The following criteria must be met for a proposal to be considered responsive:

- Proposals must be received by the deadline.
- Proposals must be in the required format.
- Five (5) paper copies, one with original signature(s), and one (1) flash drive **must** be submitted.

## 6.2 Proposal Evaluation

Proposals will be evaluated according to the following rating scale and criteria:

Factor	Multiplier	Max Points
Qualifications, Staff Experience and Capabilities	5	25
Project Understanding and Approach	5	25
Familiarity with Project Type	4	20
Proposal Quality	3	15
Past Performance/Quality of References	1	5
Cost and Price Analysis	2	10
<b>Total Points</b>		<b>100</b>
<b>Rating Scale: 1=Poor 2=Fair 3=Good 4=Excellent 5=Superior</b>		

**Experience & Technical Competency:** Proposal reflects the firm’s relevant experience and technical capabilities with similar studies to successfully execute the work set forth in this RFP. The firm and/or individuals who will be assigned to the study have applicable and relevant experience.

**Project Understanding & Approach:** Proposal shows an understanding of the project objectives. Includes the firm’s proposed methodology, desired results, and expected outcomes/outputs. Demonstrates innovative ideas and efficient approach that accomplish objectives set forth in this RFP.

**Familiarity with Project Type:** Proposal demonstrates a level of familiarity with the proposed research and reflects the firm’s qualifications in transportation and land use planning. Proposal identifies relevant resources such as studies, models, and data that could be utilized to help accomplish objectives set forth in this RFP.

**Proposal Quality:** Study and analytical approach is clearly defined. Proposal is a well-written, straightforward, and concise document with high-quality graphic/images (when used).

**Quality of References:** References speak highly of the firm’s and individual’s relevant experience, technical capabilities, approach to the project, and overall quality of work.

## 6.3 Interview Evaluation

Interviews may be evaluated according to the following rating scale and criteria:

Factor	Multiplier	Max Points
Specific Experience	1	5
Project Understanding and Approach	2	10
Presentation Performance and Quality	4	20
Public Involvement Approach	3	15
<b>Total Points</b>		<b>50</b>
<b>Rating Scale: 1=Poor 2=Fair 3=Good 4=Excellent 5=Superior</b>		

**Specific Experience:** Described specific experience (of individuals and/or firm) on similar and relevant studies that demonstrated the knowledge and experience with the objectives identified in the Scope of Work.

**Project Understanding and Approach:** Demonstrated an understanding of the project by highlighting perceived challenges and priorities. Innovation in identifying alternatives should be highlighted.

**Presentation Performance and Quality:** Team members participating in the interview presentation should present themselves in a professional manner that would represent the SGRC/VMPO well.

**Public Involvement Approach:** The presentation should highlight ways in which the firm proposes to engage the public in a robust public engagement and input.



## **7 Negotiations**

Following any presentation, the finalists shall be re-evaluated. Should it become necessary the SGRC/VMPO shall negotiate with the firm whose proposal is determined to be the most advantageous to the project.

Subsequent to the award, the successful firm will be presented with a contract. Contract is to be executed within ten (10) calendar days of "notice of award. The successful firm's proposal and this request for proposals shall be incorporated into the contract, except to the extent that this request for proposals conflicts with the contract, in which case the provisions of the contract shall take precedent

The SGRC/VMPO reserves the right to retain all proposals submitted and use any idea(s) in a proposal regardless of whether that proposal is selected.

The SGRC/VMPO reserves the right to reject any and all proposals, to waive informalities and irregularities in proposals and to enter into a contract with any firm based solely upon the initial proposal.

## **8 Appendices / Exhibits**

### **8.1 Certifications, Affidavits and Other Required Documents**

The Proposer shall certify and sign the following and include them in his/her proposal.

#### **Appendices**

Appendix A: Proposal Cover Sheet

Appendix B: Proposal Submittal Form

Appendix C: Fee Schedule

Appendix D: Provider References

Appendix E: DBE Utilization

Appendix F: Federal Terms and Conditions

Appendix G: Certifications Regarding Lobbying

Appendix H: Certifications Regarding Debarment, Suspension...

Appendix I: Conflict of Interest

Appendix J: Certification Regarding Drug Free Workplace

Appendix K: Authorization for Information

Appendix L: Addenda Acknowledgement

#### **Exhibits**

Exhibit A: Draft/Sample Contract

Exhibit B: Proposal Review for Responsiveness

# PROPOSAL COVER SHEET

1. Name of Proposer: \_\_\_\_\_

2. Type of Business: \_\_\_\_\_

3. Date of Formation: \_\_\_\_\_ 4. Chartered/Incorporated in State of: \_\_\_\_\_

5. DUNS #: \_\_\_\_\_

6. Proposer Address: \_\_\_\_\_

\_\_\_\_\_

7. Office Phone: \_\_\_\_\_ 8. Cell Phone: \_\_\_\_\_

9. Email Address: \_\_\_\_\_

10. Chief Executive Officer: \_\_\_\_\_

11. Chief Operating Officer: \_\_\_\_\_

12. Federal Employer Identification Number: \_\_\_\_\_

13. Parent Company Business Address: \_\_\_\_\_

\_\_\_\_\_

14. How many years have you been engaged in business under your present firm or trade name? \_\_\_\_\_

15. Number of permanent employees? \_\_\_\_\_

16. Disadvantaged Business Enterprise – Please check any that apply to your firm:

**Small Business Status**

The firm (including its affiliates) must be a small business as defined by Small Business Administration Standards. It must not have annual average gross receipts over \$28.48 million over the previous three (3) fiscal years.

**Disadvantaged Business**

Presumed disadvantage status applies to permanent U.S. residents that are African-American, Hispanic, American Indian, Asian-Pacific, and subcontinent Asian-Americans, as well as women.

17. Do you anticipate using one or more DBE and/or small business on the project? Yes No

If yes, please indicate what % of the total contract amount? \_\_\_\_\_

---

---

**Proposer Declaration:**

Proposer has carefully read and fully understands the full scope of the Specifications. Proposer has the capability to successfully undertake and complete the responsibilities and obligations of the Specifications.

This proposal may be withdrawn by requesting such withdrawal in writing at any time prior to proposal opening but may not be withdrawn after proposal opening date and time.

SGRC reserves the right to award or reject any or all proposals and to accept the proposal, which will, in its opinion, best serve the public interest. SGRC reserves the right to waive any technicalities and formalities in the Proposal.

I acknowledge that all additional questions and RFP addenda the SGRC has posted has been reviewed prior to submission of this proposal.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

Being duly sworn deposes and says that he/she is \_\_\_\_\_ (Title) and that the answers to the foregoing questions and all statements herein contained are true and correct.

By:

\_\_\_\_\_  
Name of Corporation or Firm

\_\_\_\_\_  
Authorized Signature

State of \_\_\_\_\_ County of \_\_\_\_\_

Subscribed and sworn before me on this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My Commission Expires

## PROPOSAL SUBMITTAL FORM

We propose to furnish and deliver any and all of the deliverables and services named in the attached Request for Proposals (RFP) for which prices have been set. The Fee Schedule offered herein shall apply for the period of time stated in the RFP.

We further agree to strictly abide by all the terms and conditions contained in the Georgia Vendor Manual (<http://www.doas.state.ga.us>) as modified by any attached special terms and conditions, all of which are made a part hereof. Any exceptions are noted in writing and included with this bid.

It is understood and agreed that this proposal constitutes an offer, which when accepted in writing by Southern Georgia Regional Commission, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and Southern Georgia Regional Commission.

It is understood and agreed that we have read the specifications shown or referenced in the RFP and that this proposal is made in accordance with the provisions of such specifications. By our written signature on this proposal, we guarantee and certify that all items included in this proposal meet or exceed any and all such state specifications. We further agree, if awarded a contract, to deliver goods and services that meet or exceed the specifications.

It is understood and agreed that this proposal shall be valid and held open for a period of one hundred twenty (120) days from proposal opening date.

### PROPOSAL SIGNATURE AND CERTIFICATION

*(Bidder to sign and return with proposal)*

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the proposer. I further certify that the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et. seq. have not been violated and will not be violated in any respect.

---

*Authorized Signature*

---

*Date*

---

*Printed Name*

---

*Company Name*

## Fee Schedule

The Fee Schedule must identify job titles with corresponding hourly rates for the entire term of the contract. The proposer may include additional labor categories deemed appropriate to complete the Scope of Services. The rate schedule shall contain proposed base year labor rates for the first year of the contract as well as rates for option years two and three.

If escalation in the labor rates is proposed over time, the proposer shall provide an explanation and rationale for the proposed escalation.

Labor rates should be fully burdened, inclusive of direct salary, fringe and overhead. Direct costs including travel, meals, incidentals, and other non-labor costs will be negotiated by task work order.

The Fee Schedule does not constitute a cost proposal for any individual task work orders that may be issued under the contract resulting from this RFP. Individual task work orders will require separate cost proposals to be submitted.

Personnel Classification	Salary/Hourly Rate		
	Year 1	Year 2	Year 3
Project Manager			
Senior Planner			
Planner			
Administrative			
GIS/Graphic Designer			
Other: _____			
Other: _____			
Other: _____			
Other: _____			

Note: An hourly rates form is required for all primary and sub-consultants comprising a submittal team.

\_\_\_\_\_  
*Authorized Signature & Date*

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Company Name*







**Reference #3**

**Organization Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Contact Person**

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_ **Email Address:** \_\_\_\_\_

**Length of Contract**

**To:** \_\_\_\_\_ **From:** \_\_\_\_\_

**Project Name:** \_\_\_\_\_

**Brief Summary of the Work Provided:**

**Conflict(s)**

**Provide a description of any conflicts occurring over the last five (5) years with these or any other contract for similar work:**

# DECLARATION OF PROPOSED DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION

This form must be completed by the proposer to indicate the amount (percentage) of disadvantaged business enterprise participation for the contract awarded as a result of this RFP.

- 1. Does the proposer anticipate utilization in the contract resulting from this RFP?  Yes  No
- 2. If yes, please indicate the percentage of the total contract amount that will be performed by the DBE(s): \_\_\_\_\_%
- 3. If a DBE(s) will be utilized please complete the information below for each DBE:

DBE Company/Individual Name: _____
Address: _____
City, State and Zip _____
Contact Name: _____
Contact Phone: _____
Contact Email: _____
Description of Work to be Performed: _____
Is this company/individual GDOT certified as a DBE? <input type="checkbox"/> Yes <input type="checkbox"/> No

DBE Company/Individual Name: _____
Address: _____
City, State and Zip _____
Contact Name: _____
Contact Phone: _____
Contact Email: _____
Description of Work to be Performed: _____
Is this company/individual GDOT certified as a DBE? <input type="checkbox"/> Yes <input type="checkbox"/> No

DBE Company/Individual Name:	_____
Address:	_____
City, State and Zip	_____
Contact Name:	_____
Contact Phone:	_____
Contact Email:	_____
Description of Work to be Performed:	_____
	_____
	_____
	_____
	_____
Is this company/individual GDOT certified as a DBE?	<input type="checkbox"/> Yes <input type="checkbox"/> No

DBE Company/Individual Name:	_____
Address:	_____
City, State and Zip	_____
Contact Name:	_____
Contact Phone:	_____
Contact Email:	_____
Description of Work to be Performed:	_____
	_____
	_____
	_____
	_____
Is this company/individual GDOT certified as a DBE?	<input type="checkbox"/> Yes <input type="checkbox"/> No

\_\_\_\_\_  
*Authorized Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Company Name*

## REQUIRED FEDERAL TERMS AND CONDITIONS APPLICABLE TO SOLICITATION AND CONTRACT

The undersigned hereby acknowledges the receipt and review of the required procurement and contract clauses contained in this Exhibit.

The Proposer certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Proposer understands and agrees that the provisions of these clauses and apply to this certification and disclosure, if any.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

---

Name of Individual, Partnership or Corporation

---

Signature of Proposer or Proposer's Authorized Agent

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## 1. Access to Records and Reports

The following access to records requirements apply to this Contract:

- 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, subcontracts, leases, subcontracts, arrangements, other third-party Contracts of any type, and supporting materials related to those records consistent with the requirements of 2 CFR § 200.334.
- b. **Retention Period.** The Contractor agrees to comply with the record retention requirements in accordance with 2 CFR § 200.337. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case 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, the Southern Georgia Regional Commission, and any of its agents or contractors to inspect and audit records and information related to the performance of this contract pursuant to 2 CFR § 200.337.
- d. **Access to the Sites of Performance.** The Contractor agrees to permit FTA and its contractor's access to the sites of performance under this contract as reasonably may be required.

## 2. Americans With Disabilities Act (ADA)

The contractor agrees to comply with the requirements of the Americans with Disabilities Act which states the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The contractor also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

### **3. Buy America Requirements**

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR § 661 and 2 CFR § 200.322 Domestic preferences for procurements, which provide that Federal funds may not be obligated unless all 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. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C), 49 U.S.C. § 5323(u) and 49 CFR § 661.11.

In the event the contractor is asked to assist the Purchaser in the procurement of rolling stock subject to this part, the contractor must submit to the Purchaser the appropriate Buy America certification.

### **4. Cargo Preference Requirements**

The contractor agrees to:

- a. Use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.
- b. Furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the PURCHASER (through the contractor in the case of a subcontractor's bill-of-lading.).
- c. Include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

### **5. Charter Service Operations**

The Transit Provider agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 CFR. part 604, which provides that the PURCHASER and its subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if at least one private charter operator is willing and able to provide the service, except as permitted under:

- a. Federal transit laws, specifically 49 U.S.C. § 5323(d);
- b. FTA regulations, "Charter Service," 49 CFR part 604;
- c. Any other federal Charter Service regulations; or
- d. Federal guidance, except as FTA determines otherwise in writing.



The contractor agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

- a. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;
- b. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or
- c. Any other appropriate remedy that may apply.

The contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

## **6. Civil Rights Laws and Regulations**

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

### **a. Civil Rights and Equal Opportunity**

The PURCHASER is an Equal Opportunity Employer. As such, the PURCHASER agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the PURCHASER 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 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.
- 2) **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.

### **b. Federal Equal Employment Opportunity (EEO) Requirements.**

These include, but are not limited to:

- 1) **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 CFR § 25 prohibit discrimination on the basis of sex.

- 2) **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 CFR § 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.
- 3) **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.
- 4) **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.
- 5) **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.

- 6) **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.
- 7) **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.
- 8) **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.

## 7. **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 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. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

### **Clean Air Act**

- a. 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.
- b. The contractor 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.
- c. 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**

- a. 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.
- b. The contractor 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.
- c. 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.”

## **8. Contact Work Hours and Safety Standards**

- a. Applicability: This requirement applies to all FTA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 CFR § 5. See 2 C.F.R. Part 200, Appendix II.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- e. The regulation at 29 CFR § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

### **Compliance with the Contract Work Hours and Safety Standards Act**

- a. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 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.

- b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or territory, to such District or such territory), 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 (a) 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 (a) of this section.
- c. Withholding for unpaid wages and liquidated damages. The Purchaser 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 contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.
- d. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section 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 the clauses set forth in paragraphs (a) through (d) of this section.”

## **9. Davis Bacon Act and Copeland Anti-Kickback Act**

- a. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- b. The Purchaser will provide a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The Purchaser must report all suspected or reported violations to the Federal awarding Purchaser.

### **Compliance with the Copeland Anti-Kickback Act**

- a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 CFR. § 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above 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 of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 CFR § 5.12.

## **10. 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 CFR § 180. As such the PURCHASER is required to verify that none of its contractors, its principals (defined at 2 CFR § 180.995), or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).
  - 2) The accompanying certification is a material representation of fact relied upon by the PURCHASER. If it is later determined that the contractor did not comply with 2 CFR § 180, subpart C, in addition to remedies available to PURCHASER, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- b. The bidder or proposer agrees to comply with the requirements of 2 CFR § 180, 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.

## **11. Disadvantaged Business Enterprise (DBE)**

It is the policy of the Purchaser and the United States Department of Transportation (“DOT”) that Disadvantaged Business Enterprises (DBEs), as defined herein and in the Federal regulations published at 49 CFR § 26, shall have an equal opportunity to participate in DOT-assisted contracts.

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin,

or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR § 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 Purchaser deems appropriate, which may include, but is not limited to:

- Withholding monthly progress payments
- Assessing sanctions
- Liquidated damages
- Disqualifying the contractor from future bidding as non-responsible

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Purchaser makes to the prime contractor.

Finally, for contracts with defined DBE contract goals, the Purchaser must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the Purchaser's written consent; and that, unless the Purchaser'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.

## **12. 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 (42 U.S.C. § 6201).

## **13. Equal Employment Opportunity**

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

- a. 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, 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.
- b. 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.

- c. 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.
- d. 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 PURCHASER 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.
- e. 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.
- f. 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 Purchaser and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. 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.
- h. 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.

## **14. 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 comply shall constitute a material breach of contract.

## **15. 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, Purchaser, and others to 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]:

- a. The 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.

## **16. Incorporation of Federal Transit Administration (FTA) Terms**

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference.

Anything to the contrary herein notwithstanding, all 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.

## **17. No Government Obligation to Third Parties**

The Purchaser 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 Purchaser, 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.

## **18. Notification to FTA**

If a current or prospective legal matter that may affect the Federal Government emerges, the Purchaser must promptly notify the FTA Chief Counsel and FTA Regional Counsel for Region IV. The Purchase 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 CFR §§ 180.220 and 1200.220.

- a. 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

- b. a legal disagreement in any forum for any reason.
- c. 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.
- d. The Purchaser must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for Region IV, if the Purchaser 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 Purchaser and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Purchaser. 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 Purchaser, 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 Purchaser.

## **19. Pre-Award and Post-Delivery Audits of Rolling Stock Purchases**

The contractor agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 CFR § 663. The Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. The Contractor agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 CFR § 663 and related FTA guidance.

## **20. Procurement of Recovered Materials**

- a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
  - (1) Competitively within a timeframe providing for compliance with the contract performance schedule;
  - (2) Meeting contract performance requirements; or
  - (3) At a reasonable price.
- b. The Purchaser and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered

materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- c. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines website at <https://www.ecfr.gov/current/title-40/part-247>.

## **21. Program Fraud and False or Fraudulent Statements and Related Acts**

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 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 Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor 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 Contractor to the extent the Federal Government deems appropriate.

The Contractor 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. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor 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 codified, except to identify the subcontractor who will be subject to the provisions.

## **22. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment**

- a. The Purchaser and its 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 uses 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.

## **23. 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 Purchaser, 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 the prior written consent of the Purchaser.

## 24. Public Transportation Employee Protective Arrangements

The Contractor agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

- a. **U.S. DOL Certification.** Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.
- b. **Special Warranty.** When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.

(1) Special Arrangements. The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

## 25. Restrictions on Lobbying

- a. Pursuant to 2 CFR § 20.100, the contractor must certify, on forms provided by the Purchaser, that no appropriated funds may be expended by the contractor participating in a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any Purchaser, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: 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.
- b. Each person who requests or receives from the Purchaser a Federal contract, grant, loan, or cooperative agreement shall file with that Purchaser a certification, set forth in appendix A, that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.
- c. Each person who requests or receives from the Purchaser a Federal contract, grant, loan, or a cooperative agreement shall file with that Purchaser a disclosure form, set forth in Attachment C, if such person has made or has agreed to make any payment using non-appropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.

- d. Each person who requests or receives from the Purchaser a commitment providing for the United States to insure or guarantee a loan shall file with the Purchaser a statement, set forth in Attachment C, whether that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of the Purchaser, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.
- e. Each person who requests or receives from the Purchaser a commitment providing for the United States to insure or guarantee a loan shall file with that Purchaser a disclosure form, set forth in Attachment C, if that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of the Purchaser, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.

## **26. 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 the Purchaser.

### **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.

## **27. School Bus Operations**

The contractor agrees to comply with 49 U.S.C. 5323(f), and 49 CFR § 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

- a. Federal transit laws, specifically 49 U.S.C. § 5323(f)
- b. FTA regulations, “School Bus Operations,” 49 CFR § 605
- c. Any other Federal school bus regulations

When operating an exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities.

The Contractor should include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

## **28. Seismic Safety**

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in the Department of Transportation (DOT) Seismic Safety Regulations 49 CFR § 41 and will certify compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract, including work performed by a subcontractor, complies with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.

## **29. Substance Abuse Requirements**

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR § 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR § 655 and review the testing process. The Contractor agrees further to certify annually its compliance with 49 CFR § 655 and to submit the Management Information System (MIS) reports to the Purchaser.

## **30. Termination Provisions**

### **Termination for Convenience (General Provision)**

The Purchaser may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Purchaser'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 the Purchaser to be paid to the Contractor. If the Contractor has any property in its possession belonging to the Purchaser, the Contractor will account for the same, and dispose of it in the manner the Purchaser directs.

### **Termination for Convenience**

The Purchaser, by written notice, may terminate this contract, in whole or in part, when it is in the Purchaser's interest. If this contract is terminated, the Purchaser 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**

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 Purchaser may terminate this contract for default. The Purchaser 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 the Purchaser's goods, the



Contractor shall, upon the direction of the Purchaser, protect and preserve the goods until surrendered to the Purchaser or its agent. The Contractor and the Purchaser 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 Purchaser.

### **Opportunity to Cure**

The Purchaser, in its sole discretion, may, in the case of a termination for breach or default, allow the Contractor 60 days 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 may apply.

If the Contractor fails to remedy to the Purchaser's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the period specified in the Notice of Termination, after receipt by Contractor of written notice from the Purchaser setting forth the nature of said breach or default, the Purchaser shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the Purchaser from also pursuing all available remedies against the Contractor and its sureties for said breach or default.

### **Waiver of Remedies for any Breach**

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

## **31. Veterans Hiring Preference**

Recipients of Federal financial assistance shall ensure that contractors working on a capital project funded using such assistance give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

## **32. Violation and Breach of Contract**

### **Rights and Remedies of the Purchaser**

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

- a. The right to take over and complete the work or any part thereof as Purchaser for and at the expense of the Contractor, either directly or through other contractors;
- b. The right to cancel this Contract as to any or all of the work yet to be performed;
- c. The right to specific performance, an injunction or any other appropriate equitable remedy; and
- d. The right to money damages.

For purposes of this Contract, a breach shall include:

#### Rights and Remedies of Contractor

Inasmuch as the Contractor can be adequately compensated by monetary damages for any breach of this Contract, which may be committed by the Purchaser, the Contractor expressly agrees that no default, act or omission of the Purchaser shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the Purchaser 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 Purchaser 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 Purchaser takes action contemplated herein, the Purchaser will provide the Contractor with sixty (60) days written notice that the Purchaser 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 the Purchaser. 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 Purchaser 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 Purchaser'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 the final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with the Purchaser's direction or decisions made thereof.

#### Performance during Dispute

Unless otherwise directed by the Purchaser, the 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 Purchaser 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 Purchaser 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 Purchaser 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.

**Appendix A, 49 CFR PART 20**  
**CERTIFICATION REGARDING LOBBYING**  
**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned 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.
- (4) 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.

*[Note: Pursuant to 31 U.S.C. § 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 undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

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*Signature of Proposer or Proposer's Authorized Agent*

*Date*

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*Printed Name*

*Title*

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*Name of Individual, Partnership or Corporation*

## Certifications Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

### 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, 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
    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 the 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
    3. Requires the consent of a Federal official

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:
  - (i) Debarred from participation in its federally funded Project,
  - (ii) Suspended from participation in its federally funded Project,
  - (iii) Proposed for debarment from participation in its federally funded Project,
  - (iv) Declared ineligible to participate in its federally funded Project,
  - (v) Voluntarily excluded from participation in its federally funded Project, or
  - (vi) 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 ThirdParty Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

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*Signature of Proposer or Proposer's Authorized Agent*

*Date*

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*Printed Name*

*Title*

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*Name of Individual, Partnership or Corporation*

**PROPOSER CERTIFICATIONS O.C.G.A. sect 45-10-20– CONFLICT OF INTEREST**

This document must be fully completed, signed by an authorized representative of the Proposer, notarized and submitted with the Proposer’s technical proposal.

- 1. I certify that, if awarded a contract, the Proposer will deliver goods and services, which will meet or exceed the specifications set forth in this RFP, the Proposal and the terms of the final contract between the Proposer and TRRC.
- 2. I certify on behalf of the Proposer that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment or services and is in all respects, fair and without collusion or fraud. I understand that collusive behavior surrounding formal solicitations is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the Proposal and certify that I am authorized to sign this Proposal for the Proposer.
- 3. I certify that the Proposer has not violated and will not violate the provisions of the Official Code of Georgia Annotated, Section 45-10-20 et. seq.
- 4. I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, supplies, services, or equipment and is in all respects, fair and without collusion or fraud. I understand collusive behavior surrounding formal solicitations is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this Proposal for the Proposer.

\_\_\_\_\_  
*Company Name*

\_\_\_\_\_  
*Proposer Name*

\_\_\_\_\_  
*Proposer Title*

\_\_\_\_\_  
*Proposer Signature*

\_\_\_\_\_  
*Date*

**CERTIFICATION REGARDING A DRUG-FREE WORKPLACE**

The undersigned certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about:
  - 1) The dangers of drug abuse in the workplace;
  - 2) The contractor's policy of maintaining a drug-free workplace;
  - 3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - 4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
  - 1) Abide by the terms of the statement; and
  - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction.
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted:
  - 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended;  
**or**
  - 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

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*Signature of Proposer or Proposer's Authorized Agent*

*Date*

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*Printed Name*

*Title*

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*Name of Individual, Partnership or Corporation*

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*Individual, Partnership or Corporation Address*



## AUTHORIZATION FOR INFORMATION

The undersigned hereby authorized and requests any person, firm, or corporation to furnish any information requested by SGRC in verification of the recitals comprising this Statement of Proposer's Qualifications that I, being duly sworn deposes and says that the answers to the foregoing questions and all statements contained and true and correct.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Name of Individual, Partnership or Corporation

\_\_\_\_\_  
Signature of Proposer or Proposer's Authorized Agent

State of \_\_\_\_\_ County of ( \_\_\_\_\_ )

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My Commission Expires

## ADDENDA ACKNOWLEDGMENT

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Proposer: \_\_\_\_\_

Project Title: \_\_\_\_\_

Project ID: \_\_\_\_\_

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Addendum No. \_\_\_\_\_, Date \_\_\_/\_\_\_/\_\_\_

Addendum No. \_\_\_\_\_, Date \_\_\_/\_\_\_/\_\_\_

Addendum No. \_\_\_\_\_, Date \_\_\_/\_\_\_/\_\_\_

Addendum No. \_\_\_\_\_, Date \_\_\_/\_\_\_/\_\_\_

Addendum No. \_\_\_\_\_, Date \_\_\_/\_\_\_/\_\_\_

Addendum No. \_\_\_\_\_, Date \_\_\_/\_\_\_/\_\_\_

*Failure to acknowledge may cause the bid to be considered not responsive*

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I acknowledge receipt of all above listed addendums.

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_/\_\_\_/\_\_\_

**EXHIBIT E: DRAFT CONTRACT LANGUAGE**

**REQUEST FOR QUALIFICATIONS AND PROPOSALS**

**PROFESSIONAL CONSULTING SERVICES:  
TRANSPORTATION PLANNING PROGRAM  
ADMINISTRATION AND TECHNICAL ASSISTANCE**

**CONSULTANT AGREEMENT**

THIS AGREEMENT, entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between \_\_\_\_\_ (hereinafter referred to as the "Consultant") and the SOUTHERN GEORGIA REGIONAL COMMISSION, (hereinafter referred to as "SGRC").

WITNESSETH THAT:

WHEREAS, SGRC desires to engage the Consultant to render certain services hereinafter described in connection with an undertaking or project (hereinafter referred to as the "Project") which is to be wholly or partially financed by a grant from the United States Department of Transportation Federal Transit Administration, through the Georgia Department of Transportation (hereinafter, along with the appropriate auditing agency of the entities making such grant, referred to as "the Concerned Funding Agencies");

WHEREAS, the Consultant desires to render such services in connection with the project;

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. Engagement of the Consultant. SGRC hereby agrees to engage the Consultant and the Consultant hereby agrees to perform the services hereinafter set forth in accordance with the terms and conditions herein.
2. Scope of Services. The Consultant shall do, perform and carry out in a satisfactory and proper manner, as determined by SGRC, the work and services described in Attachment "A" which is attached hereto and made a part hereof.
3. Time of Performance. The services of the Consultant are to commence immediately upon execution of this agreement. Work and services shall be undertaken and pursued in such sequence as to assure their expeditious completion and as may be required in Attachment "A." All work and services required hereunder shall be completed on or before \_\_\_\_\_.
4. Penalties. If performance, which is the fault of the consultant, is not made on or before the final delivery date identified in this contract, except as extended by SGRC in writing, the contractor shall pay a per diem penalty of four hundred dollars (\$400) per day. Consultant must immediately in writing bring to the attention of the SGRC any performance deficiencies which are a result of the performance of the SGRC or outside parties. Said penalty shall be paid directly to SGRC or SGRC may withhold said penalty amounts from the Consultant's final invoice payments.
5. Compensation. The Consultant shall be compensated for the work and services to be performed under this agreement as set forth in Attachment "B" which is attached hereto and made part hereof.
6. Formal Communication. Formal communications regarding this agreement shall include, but

not necessarily be limited to correspondence, progress reports and fiscal reports.

All formal communication regarding this agreement shall be in writing between the person executing this agreement on behalf of the Consultant (executor) and SGRC's Executive Director. However, the Consultant executor and SGRC's Executive Director shall each have the right to designate in writing to the other an agent to act in their behalf regarding this agreement. Any restrictions to such designation must be clearly defined in the written designation.

In this regard, SGRC's Executive Director hereby designates the Transportation and Environmental Director as their agent for purposes of this contract only, except for Amendments and Terminations.

7. **Review and Coordination.** To ensure adequate assessment of the Consultant's project and proper coordination among interested parties, SGRC shall be kept fully informed concerning the progress of the work and services to be performed hereunder. The Consultant may be required to meet with designated representatives of SGRC and the Concerned Funding Agencies from time to time to review the work and services performed. Consultant shall be given reasonable written notice of such meetings.
8. **Inspections.** Authorized representatives of SGRC and the Concerned Funding Agencies may at all reasonable times review and inspect the Project activities and data collected pursuant to this agreement. Except where specifically prohibited by law, all reports, studies, records, and computations prepared by or for the Consultant under this agreement shall be made available to authorized representatives of SGRC and the Concerned Funding Agencies for inspection and review at all reasonable times in the Consultant's office where data is normally accumulated. Approval and acceptance of such material shall not relieve the Consultant of its professional obligation to correct, at its expense, any errors found in the work.
9. **Maintenance of Cost Records.** The Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and shall make such material available at all reasonable times during the period of the agreement, and for three years from the date of final payment under the agreement, for inspection by SGRC, the Concerned Funding Agencies, and if the work and services to be performed under this agreement is wholly or partially funded with federal funds, the Comptroller General of the United States, or any of their duly authorized representatives. The Consultant shall include the provisions of this paragraph in any subcontract executed in connection with this Project.
10. **Consultant's Personnel.** The Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services under this agreement. Such personnel shall not be employees of SGRC, nor shall such personnel have been employees of SGRC during any time within the twelve-month period immediately prior to the date of this agreement, except with the express prior written consent of SGRC. Further, the Consultant agrees that no such former SGRC employees shall be involved in any way with the performance of this agreement, without the express prior written approval of SGRC.
11. **Reports.** The Consultant shall furnish SGRC with narrative progress reports, in such form and frequency as may be specified by SGRC's Executive Director or their authorized agent, outlining the work accomplished by the Consultant during the period, including the current status of the Project, and the percentage of work which has been completed.
12. **Compliance with Requirements of the Concerned Funding Agencies.** The Consultant shall be bound by the applicable terms and conditions of the Grant Contract between SGRC and the Concerned Funding Agencies which said Grant Contract is on file in the offices of SGRC and is

hereby made a part of this agreement as fully as if the same were attached hereto. SGRC will notify the Consultant in writing of any applicable changes within a reasonable time after SGRC has received appropriate notice of such changes from the Concerned Funding Agencies.

13. Rights in Documents, Materials and Data Produced. For purposes of this agreement, "data" includes, but is not limited to, writings, sound recordings, photographs, films, videotapes or other graphic representations and works of a similar nature. SGRC and the Concerned Funding Agencies shall have the right to use same without restriction or limitation and without compensation to the Consultant other than as provided in this agreement. The Consultant acknowledges that matters regarding rights to inventions and materials generated by or arising out of this agreement may be subject to certain regulations issued by the Concerned Funding Agencies.
14. Data and Software Licensing. During performance of the work covered by this Agreement SGRC may provide certain data or software products, such as aerial photography or commercially available planning data and software, to the Consultant that have been obtained from various sources under specific licensing agreements. The Consultant acknowledges that any data or software that SGRC may provide hereunder is provided as a non-exclusive, non-transferable, limited license for the Consultant or its Sub-consultants to use the data or software for the work covered by this Agreement only. The Consultant shall not redistribute, republish or otherwise make this data or software available to any party not covered by this Agreement. The Consultant or any Sub-consultants shall not use this data or software for any work not covered by this Agreement. The Consultant further acknowledges that upon completion of the project covered by this Agreement all data and software provided by SGRC will be returned to SGRC and all copies of the data or software residing on the Consultant's or Sub-consultant's computer systems will be removed.
15. Publicity. Articles, papers, bulletins, reports or other material reporting the plans, progress, analysis or results and findings of the work conducted under this agreement shall not be presented or published without first submitting the same to SGRC for review and comment. No such presentation shall be made until comments have been received from SGRC regarding such review; provided, however, if such comments have not been received by the Consultant within thirty calendar days after such submission, it shall be presumed that SGRC has no objection thereto. SGRC's comments, objections, reservations or disagreements regarding such material shall be accommodated as SGRC shall specify. All published reports shall include a disclaimer provision on the cover of title page in a form to be provided by the SGRC (Required Federal Language.docx).
16. Employees' Rate of Compensation. The rate of compensation for work performed under this project by a staff member or employee of the Consultant shall not exceed the compensation of such person that is applicable to their other work activities for the Consultant. Charges for salaries and wages of individuals shall be supported by time and attendance and payroll distribution records.
17. Financial Reports. In addition to other records required by this contract, the Consultant agrees to provide to SGRC such additional financial reports in such form and frequency as SGRC may require in order to meet SGRC's requirements for reporting to Concerned Funding Agencies.
18. Insurance. Consultant will have and maintain insurance coverage that complies with the laws of the state of Georgia, as well as reasonable and prudent business practices.
19. Interest of Consultant. The Consultant covenants that neither the Consultant, nor anyone controlled by the Consultant, controlling the Consultant, or under common control with the

Consultant, nor its agents, employees or Consultants, presently has an interest, nor shall acquire an interest, direct or indirect, which would conflict in any manner or degree with the performance of its service hereunder, or which would prevent, or tend to prevent, the satisfactory performance of the Consultant's service hereunder in an impartial and unbiased manner. The Consultant further covenants that in the performance of this agreement no person having any such interest shall be employed by the Consultant as an agent, Consultant or otherwise. If the Consultant contemplates taking some action which may constitute a violation of this paragraph, the Consultant shall request in writing the advice of SGRC, and if SGRC notifies the Consultant in writing that the Consultant's contemplated action will not constitute a violation hereof, then the Consultant shall be authorized to take such action without being in violation of this paragraph.

20. Interest of Members of SGRC and Others. No officer, member or employee of SGRC, and no public official of any local government which is affected in any way by the project, who exercises any function or responsibilities in the review or approval of the project or any component part thereof, shall participate in any decision relating to this agreement which affects their personal interests or the interest of any corporation, partnership or association in which he or she is directly, or indirectly, interested; nor shall any such officer, member or employee of SGRC, or public official of any local government affected by the project, have an interest, direct or indirect, in this agreement or the proceeds arising therefrom.
21. Officials Not to Benefit. No member of or delegate to the Congress of the United States of America, resident commissioner or employee of the United States Government, shall be admitted to any share or part of this agreement or to any benefits to arise herefrom.
22. Status as Independent Contractors. Nothing contained in this agreement shall be construed to constitute the Consultant or any of its employees, servants, agents or subcontractors as a partner, employee, servant, or agent of SGRC, nor shall either party to this agreement have any authority to bind the other in any respect, it being intended that each shall remain an independent contractor.
23. Approval of Subcontracts. None of the work or services to be performed under this agreement by the Consultant shall be subcontracted without the prior written approval of SGRC's Executive Director or their authorized agent. If such approval is requested, all subcontract documents shall be submitted to SGRC's Executive Director or their authorized agent, for their review and approval prior to the execution of such subcontract. Further, if requested by SGRC's Executive Director or their authorized agent, the Consultant shall provide SGRC with such documentation as SGRC's Executive Director shall require, regarding the method the Consultant used in selecting its subcontractor. The Consultant acknowledges that if work or services to be performed under this agreement is financed solely or partially with federal funds, the selection of subcontractors is governed by regulations requiring competition between potential subcontractors or adequate justification for sole source selection. The Consultant agrees to abide by such regulations in its selection procedure.
24. Assignability. The Consultant shall not assign, sublet or transfer all or any portion of its interest in this agreement without the prior written approval of SGRC.
25. Successors. The Consultant and SGRC respectively bind themselves, their partners, successors, assigns, and legal representatives, to the other with respect to all covenants and agreements herein contained and made.
26. Amendments. SGRC may require changes in this agreement. Except for termination for cause or convenience, such changes, including any increase or decrease in the amount of the

Consultant's compensation shall be incorporated in written amendments to this agreement. Amendments to this agreement may be executed on behalf of SGRC only by SGRC's Executive Director.

27. Certifications and Assurances. The Consultant hereby certifies and assures that it will comply with the appropriate regulations, policies, guidelines and requirements, including, but not limited to, 23 CFR 450, 49 CFR 23 or 26 (as applicable), Executive Order 12372, 2 CFR Part 200, 49 CFR 18 (The Common Rule), Federal Procurement Regulations Subpart 1 15.2, Federal Transit Administration Required and Other Model Clauses found at [http://www.fta.dot.gov/12831\\_6195.html](http://www.fta.dot.gov/12831_6195.html), or other requirements imposed by SGRC or the Concerned Funding Agencies concerning requirements of law or project matters, as they relate to the application, acceptance, use and audit of federal funds for this federally assisted project.

Also, the Consultant gives assurance and certifies with respect to this agreement that:

(a) For all agreements:

(1) It possesses legal authority to apply for this agreement, and, if appropriate, to finance and construct any proposed facilities; and, any required resolution, motion or similar action has been duly adopted or passed as an official act of the Consultant's governing body; that proper authorization exists for the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Consultant to act in connection with the application and to provide such additional information as may be required, and, upon SGRC approval of its application, that the person identified as the official representative of the Consultant is authorized to execute an agreement incorporating the terms of its application.

(2) It will comply with the applicable provisions of the Hatch Act which limits the political activity of employees.

(3) It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

(4) It understands that the phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal assistance.

(5) It shall comply and shall require its subcontractors to comply with the "Special Provision," requirements in accordance with Executive Order No 13153, Federal Leadership on Reducing Text Messaging while driving, October 1, 2009, 23 USCA – 402 not, and DOT Order 3902.10, Text Messaging December 30, 2009, incorporated by reference and made a part of this agreement as if fully set out herein.

(6) It shall comply and shall require subcontractors to comply with requirements in Georgia Department of Transportation, Terms and Conditions, United States of America Department of Transportation Federal Transit Administration, Master Agreement, located at [www.fta.dot.gov/documents/18-Master.pdf](http://www.fta.dot.gov/documents/18-Master.pdf), incorporated by reference and made a part of this agreement as if fully set out herein.

(7) It shall comply and require its subcontractors to comply with the requirements of 49 USC 5333(b), Labor Standards as more specifically referenced in US Department of Labor correspondence dated, January 8, 1996, incorporated by reference as if fully set out herein.

(8) The Consultant agrees that throughout the performance of this contract it will remain in full compliance with all federal and state immigration laws, including but not limited to provisions 8 USC 1324a and 13-10-91 of the Official Code of Georgia Annotated and certified

in Attachment C.

Consultant further agrees to include the provisions contained in the forgoing paragraph in each subcontract for services hereunder.

Consultant shall not retaliate or take any adverse action against any employee or any subcontractor for reporting, or attempting to report a violation(s) regarding applicable immigration laws.

(b) The Consultant will comply with the provisions of Section 36-81-7 of the Official Code of Georgia Annotated relating to the "Requirements of Audits".

(c) The Consultant will comply with the requirements for a Drug-Free Workplace, as described in Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, including passing through this requirement to lower tier contractors.

28. Other Requirements. In addition to other requirements of this agreement, the Consultant agrees to comply with, and shall be bound by, the applicable terms and conditions of all state and federal laws or regulations governing and defining resources, project administration, allowable costs and associated procurement standards, as appropriate. All such documents are hereby made part of this agreement fully as if the same were attached hereto.

The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this agreement. The Consultant shall carry out applicable requirements of 49 CFR 26 in the award and administration of DOT assisted agreements. Failure by the Consultant to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

The Consultant agrees to pay each subcontractor under this prime agreement for satisfactory performance of its agreement no later than ten business days from the receipt of each payment that said prime Consultant receives from SGRC. The prime Consultant agrees further to return retainage payments to each subcontractor within ten business days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of SGRC. This clause applies to both Disadvantaged Business Enterprises and non-Disadvantaged Business Enterprises.

9. Termination for Mutual Convenience. SGRC or the Consultant may terminate this agreement in whole or in part when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall, through formal written amendment, agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The Consultant shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. SGRC shall evaluate each noncancelable obligation to determine its eligibility for inclusion in project costs. Settlement will be made in accordance with the terms and conditions of this agreement. SGRC shall allow full credit to the Consultant for the SGRC share of the non-cancelable obligations, properly incurred by the Consultant prior to termination.

30. Termination for Convenience. SGRC may terminate this agreement, in whole or in part, at any time by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least fifteen days before the effective date of such termination. In that event, all information and material produced or collected under this agreement and/or used in the performance of the scope of services shall, at the option of SGRC, become its property. If this agreement is terminated by SGRC as provided in this paragraph, the Consultant will be reimbursed for the otherwise allowable actual expenses incurred by the Consultant up to and



including the effective date of such termination, as authorized in Attachment "B." The Consultant shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. SGRC shall evaluate each noncancelable obligation to determine its eligibility for inclusion in project costs.

31. Termination of the Agreement for Cause. If the Consultant, due to its action or failure to act, shall fail to fulfill in a timely and proper manner its obligations under this agreement, or if the Consultant has or shall violate any of the covenants, agreements, representations or stipulations of this agreement, SGRC shall thereupon have the right to terminate this agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all information and materials collected or produced under this agreement and/or used in the performance of the scope of services shall, at the option of SGRC, become its property. The Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed under the Scope of Service up to and including the effective date of termination as authorized in Attachment "B." Notwithstanding the foregoing to the extent provided by law, the Consultant shall not be relieved of liability to SGRC for damages sustained by SGRC by virtue of any breach of this agreement by the Consultant and SGRC may withhold any payments to the Consultant for the purpose of set-off for damages caused by the Consultant's breach, until such time as the exact amount of damages to SGRC from the Consultant is determined.
32. Termination Due to Non-Availability of Funds. Notwithstanding any other provision of this agreement, in the event that any of the funds for carrying out the functions to which this agreement relates do not become available, then, upon written notice to the Consultant, this agreement may be immediately terminated without further obligation of SGRC.
33. Suspension Due to Non-Availability of Funds. The Concerned Funding Agencies have the right to suspend financial assistance for this project. Consequently, SGRC reserves the same right regarding this agreement. Such suspension would cause the withholding of further payments and/or prohibiting the Consultant from incurring additional obligations during the suspension period. However, unless notified in writing to the contrary, such suspension would not invalidate obligations otherwise properly incurred by the Consultant prior to the date of suspension to the extent that they are uncancelable.
34. Disputes and Appeals Any dispute concerning a question of fact arising either from a Consultant or subgrantee selection decision, or under a Consultant or subgrant contract, once executed, shall be decided by the SGRC Executive Director who, after advisory consultation with all appropriate SGRC officials (e.g., MPO Coordinator, Planning Director, SGRC Council, MPO Policy Committee, etc.), shall promptly reduce such decision concerning the question of fact to writing and mail, or otherwise furnish a copy thereof, to the disputing party (i.e., as appropriate, either: the unsuccessful proposer; or the Consultant or subgrantee). The SGRC Executive Director shall concurrently fully advise the disputing party, in writing, of the provisions outlined herein below concerning the disputing party's right to appeal the decision to the SGRC Council. A copy of all such documents shall also be furnished to the SGRC Finance Director.

The decision of the SGRC Executive Director shall be final and conclusive unless, within ten (10) calendar days of receipt of such written decision, the disputing party mails or otherwise furnishes a written appeal concerning the question of fact to the SGRC Council, who shall arrange a formal hearing within twenty (20) calendar days after receipt of such appeal. Both the appealing party and the SGRC Executive Director shall be notified no less than five (5)

responsible department and agency officials in exercising their statutory discretion and in selecting, for each noncompliance situation, a course of action that fully conforms to the letter and spirit of section 602 of the Act and to the implementing regulations promulgated there under.

**23 USC 324**

The purpose of this part relates to prohibition of discrimination on the basis of sex.

**42 USC 4601-4655**

These sections refer to uniform relocation assistance and real property acquisition policies for federal and federally assisted programs.

**DOT Order 1050.2**

This nondiscrimination directive refers to standard Title VI assurances.

**Executive Order 12250**

Executive Order 12250, issued in 1979, provided for the consistent and effective implementation of various laws prohibiting discriminatory practices on the basis of race, color, national origin, sex, disability, or religion in programs and activities receiving federal financial assistance. The responsibility for implementing this Executive Order was placed with the Attorney General. This responsibility, except for the authority to approve regulations, was redelegated to the Assistant Attorney General for Civil Rights. The Coordination and Review Section carries out this responsibility on a day to day basis.

**Executive Order 12898**

Executive Order 12898, issued in 1994, amplifies Title VI provisions. It states that each Federal agency shall make achieving environmental justice (EJ) part of its mission by identifying and addressing, as appropriate, disproportionately high and adverse human health or environmental effects of its programs, policies, and activities on minority populations and low-income populations.

**Executive Order 13166**

Executive Order 13166, Improving Access for Persons with Limited English Proficiency, was issued in 2000 to improve access to federally conducted and federally assisted programs and activities for persons who, as a result of national origin, are limited in their English proficiency (LEP). It requires Federal agencies to ensure that recipients of Federal financial assistance provide meaningful access to their LEP applicants and beneficiaries.

## PROPOSAL REVIEW FOR RESPONSIVENESS

Organization's Name: \_\_\_\_\_

Program: \_\_\_\_\_

Proposal #: \_\_\_\_\_

### **Evaluating for Responsiveness**

Immediately following the proposal deadline, all proposals will be reviewed to determine responsiveness to the "Request for Proposal." The following criteria **must** be met for the proposal to be determined responsive:

Proposal Received Prior to Deadline  Yes  No

Proposal is in the Required Format.  Yes  No

Correct Number of Copies Submitted  Yes  No

All Required Signature's Contained in the Proposal  Yes  No

If the answer to any of the above is no, the proposal is deemed unresponsive and no further evaluation will be done. The proposal will **not** be considered for funding.

Comments:

*For SGRC use only:*

\_\_\_\_\_  
*Signature of Reviewer*

\_\_\_\_\_  
*Date*