



REQUEST FOR PROPOSALS

FOR

Facility Needs and Cost Assessment

Issued by

**The Mountain Express
PO Box 3482
2 North Eighth St., Building D
Crested Butte, CO 81224**

August 26, 2019

INTRODUCTION

The Mountain Express (MX), a public transit service in Crested Butte, Colorado, is requesting written proposals from consultant firms to conduct a needs analysis, develop a design/build plan, and provide a detailed cost estimate for development of an operations, maintenance and bus storage facility. The consultant will be asked to interview stakeholders to determine needs, provide a preliminary design/build plan based on the identified needs, and determine a cost estimate for the facility. The goal of the project is to document sufficient information to support a capital funding application to be submitted by the MX in the fall of 2020 to the Colorado Department of Transportation (CDOT) for federal and state transit grant dollars to support the facility build.

The MX has secured FASTER funding from CDOT to hire a consultant firm to prepare a facility needs and cost assessment. The grant amount is \$60,000 to include state and local match shares. The MX plans to spend only the maximum grant budget allowed on this assessment.

THE MOUNTAIN EXPRESS

The Mountain Express (MX) provides fare free, year round, seven day a week fixed route public transportation service within and between the towns of Crested Butte and Mt. Crested Butte, Colorado. All buses are ADA accessible, and complementary ADA paratransit service is provided to persons residing in the service area. The Mountain Express operates service based on a seasonal structure, with the winter season needing the most service.

The MX is a quasi-public entity overseen by a five member Board of Directors. The Board is comprised of two council members from each town (Crested Butte and Mt. Crested Butte) and a fifth at large member who is not affiliated with either town. The Board provides flexibility in regard to day-to-day management of the service. The Transit Manager advises the Board on operations, contracts, and grants decisions. The Board approves the annual budget, any policy changes or additions, and any route or service changes.

The MX fleet consists of fourteen (14) 38-foot transit style diesel fueled school buses, six (6) 26-foot transit style diesel fueled school buses, one (1) body on chassis gasoline fueled cutaway bus, and four (4) diesel and gas fueled work trucks.

The 14 38-foot school buses are used primarily on routes for service provision in Crested Butte and the six 26-foot school buses are used for Mt. Crested Butte service provision. The cutaway bus is used to provide ADA complementary paratransit service and senior center service to neighboring communities (Gunnison and Montrose). The four work trucks are used for administrative and maintenance purposes.

Mountain Express buses travel approximately 190,000 miles and transport 675,000 riders annually. During the peak winter season, the Mountain Express operates 17 hours a day, seven

days per week, and provides six (6) separate routes in the service area. In the summer season, the Mountain Express operates 17 hours a day and provides three routes. During the spring and fall, the Mountain Express operates 16 hours a day and provides one fixed route.

Transit operations are currently located at 2 North Eighth St., Building D, in Crested Butte. This location houses the offices of administrative and supervisory staff as well as a five bay facility where maintenance personnel service vehicles.

The MX's main operational funding sources include dedicated local sales and admissions taxes from both Crested Butte and Mt. Crested Butte and Federal Transit Administration (FTA) Section 5311 funding administered by CDOT. The MX also applies to CDOT for capital funding assistance, and has successfully received vehicle replacement funding for the past seven years.

PURPOSE AND NEED

Our current facility, now ten years old, was originally funded by the FTA as part of a discretionary earmark through the FTA Section 5309 program – now the Section 5339 Bus and Bus Facilities grant program. Our facility is located amongst several public works buildings and services for the town of Crested Butte and the land is owned by the Town of Crested Butte.

In the last year, this public works property has been modified to accommodate a housing development that is being built adjacent to Town land. With the town's public works facilities footprint decreasing, the Town and the MX began discussing potential solutions for possible relocation, as the MX has also determined independently that its current facility requires expansion to include more indoor bus storage and maintenance capabilities. The Town has asked the MX to come up with a plan to vacate their current FTA funded facility located at formally 803 Butte Avenue, now 2 North Eighth St., Building D, in the next five years (with the understanding that the Town must "buy-out" the current FTA interest on the building the MX currently occupies).

The current facility has the capacity to house five (5) buses out of a 21 bus and four (4) work truck fleet. Outside storage is hard on the remaining vehicles in winter conditions. Crested Butte has severe winters with temperatures dropping to 30 below zero. The cold temperatures create problems with starting the buses and produce excessive wear and tear on bus bodies, engines, and component systems. Additional vehicle storage is required to provide adequate security and shelter from extreme environmental conditions.

In anticipation of the move and need for a larger facility, the MX purchased a 1.5 acre parcel of land in the Whetstone Industrial Park in 2018. This parcel is zoned for heavy industrial use and is located between the town of Crested Butte and the Crested Butte South subdivision.

MX personnel and Board members have developed a preliminary list of goals and needs for facility expansion. Below is a list of desired facility attributes for the consultant to consider and incorporate into work completed for Task 2.

- An eight to 10 bay facility with three to five mechanic bays; two wash bays (with appropriate drainage); and three bus storage bays. All with in floor heat.
- Room to house two mobile bus lifts.
- A dedicated parts room.
- A driver break room with upgraded bathroom(s), refrigerator/sink/microwave, tables/chairs, gender specific locker room with showers, soda/snack machine, bike rack, and fitness facility.
- Sufficient office space for three administrative employees and records storage.
- Paved bus/employee parking to include block heaters (plug ins), covered parking or heated garage parking.
- On site gas or diesel fueling station. Potential to support CNG fueling.
- Fencing and gates providing adequate security of MX assets.
- Ability to mitigate heavy snow build up on top of roof and around building.
- Potential for employee housing on site.

CDOT, as a funder of transit service in Crested Butte, has encouraged and supported the exploration of a new facility build. CDOT has encouraged the MX to not only explore their own needs through a facility assessment, but to consider regional needs as well. As such, the consultant will be asked to consider vehicle storage and maintenance needs for the Gunnison Valley Regional Transportation Authority (GVRTA), which provides a public commuter bus service with five (5) over the road CNG fueled coaches between Crested Butte and Gunnison, year round. GVRTA has purchased an adjacent .5 acre parcel of land in the Whetstone Industrial Park in anticipation of a joint or shared future facility with the MX. In addition, CDOT operates the inter-city bus service, Bustang, and there have been talks of storing Bustang service vehicles in Crested Butte. Therefore, the consultant should also be prepared interview appropriate CDOT personnel to gauge future storage needs and see if the MX could partner with CDOT and GVRTA for a multi-use facility build.

One of the MX's strategic plan goals is to become more environmentally friendly through the use of sustainable and renewable energies for both building construction and vehicle fuel. As a result, the consultant will also be asked to ensure the project takes into consideration:

1. Fueling and storage of CNG and/or electric fueled buses for both GVRTA and the MX.
2. Facility's ability to access or use solar energy. For example, designing the building for exposure to passive solar gain as much as possible. Or using solar panels.

PROJECT SUPPORT

The project will be conducted under the guidance and supervision of the Mountain Express Transit Manager and CDOT Division of Transit and Rail staff. MX staff will serve as the contract manager and procurement administrator for the project. CDOT staff will monitor progress of the study per the grant funding guidelines.

WORK PROGRAM

The work program for the Facility Needs and Cost Assessment is defined by the *draft* tasks outlined below. *Consultants are invited to propose modifications to these tasks and to exercise creativity in responding to the project's needs based on their expertise.* Modifications to the tasks and task sequencing which will improve the effectiveness of the study effort, while containing costs, **are encouraged.**

SCOPE OF WORK

Project Objectives:

1. Identify facility needs for local and regional service.
2. Prioritize needs based on potential available funding and partners.
3. Develop preliminary design/build documents based on needs.
4. Identify total and building component costs.

Project Location:

Crested Butte, Colorado. Interviews will need to occur predominantly at 2 North Eighth St., Building D with MX staff. Additional interview locations may include the Mt. Crested Butte Town Hall. Consultant will be asked to survey the Whetstone Industrial Park parcels owned by the MX and GVRTA.

Project Tasks:

Task 1: Kick-off Meeting: Staff and Board members will meet with the consultant to kick off this assessment effort and to discuss the scope of work and the desired outcomes of this planning effort.

Task 2: Needs Analysis

The Consultant shall review all existing regulation documents and survey the existing facility and fleet to develop a needs analysis and implementation plan. Document review shall include, but not be limited to, Whetstone zoning, HOA, and building regulations, Gunnison County building regulations, and any existing site plans and maps.

The Consultant shall arrange and conduct a series of interviews with MX, GVRTA and CDOT Bustang staff to fully understand specific project elements and to define the facility requirements and timeline for implementation.

Once review of existing documents and survey of the facility needs is complete, the Consultant is to also determine what site improvements, if any, need to be completed in order to maximize functionality of the site.

Deliverable: Report detailing existing conditions, needed facility components, any necessary improvements of the site selected, structure for implementation of this facility project, and how regional partners should be included. This report should also include recommendations for “phased” or graduated levels of cost responsibility, to allow regional partners to determine what organization should incur certain costs.

Task 3: Environmental Assessment

The MX will be seeking FTA funding for the construction of the facility and related site improvements. Therefore, the consultant shall consider how required components of a federal Environmental Assessment (EA) should be addressed. Should the EA be conducted ahead of grant application and award or be requested for completion as part of the facility build?

Deliverable: Recommendation of necessary resources to conduct an EA as required by FTA regulations.

Task 4: Design Drawings

The Consultant shall prepare preliminary design drawings for the facility. The drawings shall include, but not be limited to, plans for the building, parking, pedestrian areas and other infrastructure improvements. The design must be in full compliance with all applicable Federal, State and local codes, regulations and ordinances.

Deliverable: Complete preliminary design drawings that take into consideration all site and safety requirements, in addition to applicable codes and design requirements.

Task 5: Construction Bid Documents and Cost Estimate

The Consultant shall develop construction bid documents to depict details, layout, configuration, notes, schedules, and dimensions necessary to enable prospective bidders to make accurate and reliable estimates of the quantities, quality, character, and costs of the labor, materials and equipment required to furnish and install the work in a skillful and expeditious manner.

The documents should also provide information on the estimated construction budget (preliminary independent cost estimate) including furniture, finishes, fixtures, equipment, site preparation, and costs related to the parking and infrastructure.

Deliverable: Construction documents that outline technical specifications for all disciplines (civil, architectural, structural, mechanical, plumbing, and electrical) to include a baseline cost estimate for completion of the project.

Project Management:

The Consultant shall identify one person to serve as the Project Manager for the project. The Project Manager shall be the lead contact and is expected to ensure that the project scope, schedule, and budget are being adhered to at all times. In addition, the Project Manager shall track and facilitate solutions for any issues that may arise during the project.

The consultant is expected to develop a project schedule with key milestones at the start of the project, submit any changes to the project schedule at the beginning of each month, and to submit at the end of the month, monthly billing and progress reports to the MX.

Project Schedule:

This project is envisioned as a six to nine month project with an anticipated Notice to Proceed date of November 1, 2019.

Because grant funds are to be applied for in September 2020, it is important to hold as firm as possible on the nine month project schedule.

GENERAL PROPOSAL REQUIREMENTS

A submitted proposal shall constitute an indication that the consultant will meet the requirements established in the Work Program together with any "Addenda" issued by the MX relative to this procurement of services.

This RFP in no way obligates the MX to award a contract.

The selection of a consultant shall be made without regard to race, color, sex, age, religion, national origin, or political affiliation. The MX is an Equal Opportunity Employer and encourages proposals from qualified minority and woman-owned businesses.

PROCUREMENT SCHEDULE

Request for Proposal (RFP) released	August 26, 2019
Request for questions or clarifications to the Scope of Work	September 6, 2019
Responses to questions/clarifications posted	September 10, 2019
Proposals due to the MX	October 1, 2019
Award Notification	October 18, 2019
Notice to Proceed Issued	November 1, 2019

REVIEW AND REQUEST FOR CLARIFICATIONS

Requests for clarifications to the Scope of Work must be directed in writing and submitted via email to Chris Larsen, MX Transit Manager, at CLarsen@crestedbutte-co.gov by 5:00 pm MDT on Friday, September 6, 2019.

Any addenda pursuant to these requests will be issued by 5:00 pm MDT on Tuesday, September 10, 2019 via email and posted on the MX website.

The MX reserves the right to respond to inquiries, as it deems necessary.

POSTPONEMENT AND AMENDMENT

The MX reserves the right to revise or amend this RFP and the Scope of Work at any time prior to October 1, 2019. Revisions, amendments and/or postponement, in the form of an addendum, shall be made available on the MX website.

PROPOSAL SUBMISSION

Submission Instructions

One (1) signed original of the complete proposal package, **which includes the technical proposal file separate from the price proposal file**, must be scanned and sent in electronic format by email to be received no later than 5:00 pm MDT on Tuesday, October 1, 2019. The emailed proposal documents must be clearly marked in the header "Proposal for MX Facility Needs and Cost Assessment" and shall be addressed to: Mr. Chris Larsen, Transit Manager, Mountain Express: CLarsen@crestedbutte-co.gov.

Submission Format and Content

*Responses to this RFP should contain the following provided in **two** separate electronic files and/or emails.*

1. A technical proposal (not more than 10 pages) consisting of:

- a) A cover letter expressing the firm's interest in working with the MX and general information on the firm to include identification of the principal individual(s) that will provide the requested services;

- b) A description of the approach to be taken toward completion of the project, an explanation of any variances to the proposed scope of work as outlined in the RFP, and any insights into the project gained as a result of developing the proposal;
- c) A scope of services that includes steps to be taken, including any products or deliverables resulting from each task;
- d) A summary of estimated labor hours by task that clearly identifies the project team members and the number of hours performed by each team member by task;
- e) A proposed schedule that indicates project milestones and overall time for completion;
- f) A list of individuals that will be committed to this project and their professional qualifications. The names and qualifications of any subcontractors shall be included in this list; and
- g) Demonstration of experience and success on similar projects, including a brief project description and a contact name and address for reference.

2. A Price Proposal consisting of:

- a) A composite schedule by task of direct labor hours; and
- b) An itemized schedule of all expenses, including both labor and direct expenses. If the use of subcontractors is proposed, a separate schedule of expenses must be provided for each subcontractor.

3. Completed Appendix A – Acknowledgement of Requirements of the Federal Transit Administration

- a) Appendix A, provided in this transmittal, contains federal requirements that must be agreed to and included with all proposals submitted. **Failure to comply with these requirements may result in finding the Proposal non-responsive.**

REJECTIONS

The MX reserves the right to waive any minor informalities or irregularities in the proposal received that do not go to the heart of the response, or to reject any and all proposals submitted when it is in the best interest of the MX. Proposals lacking key information essential to a fair and subjective review of a submittal against other responses will be rejected outright.

PROPOSAL EVALUATION AND CONSULTANT SELECTION PROCESS

Proposal Eligibility Criteria

In order to be eligible for contract award, a proposal must meet all of the following eligibility criteria:

1. The proposal submitted is responsive to the solicitation.
 - a. A proposal shall be considered responsive if it conforms to all material aspects of the solicitation requirements at the scheduled time of submission and does not require further discussions with the Proposer.
 - b. It shall be at the sole discretion of the MX to determine if a proposal “conforms to all material aspects of the solicitation requirements.”
2. The Proposer who submitted the proposal is a responsible Proposer.
 - a. A Proposer shall be considered responsible if the Proposer possesses, at the time of contract award, the ability to perform successfully and a willingness to comply with the FTA (including listing in sam.gov), state and local terms and conditions of the proposed contract.
 - b. A responsible Proposer includes the following abilities: (1) Ability to meet the required performance schedule, taking into consideration all existing business commitments; (2) A satisfactory performance record; and (3) The necessary organization and technical skills, or the ability to obtain them.

Proposal Evaluation Criteria

The MX intends to award a firm fixed price contract to the Proposer whose proposal conforms to the solicitation and is determined to be the most advantageous to the MX, taking into consideration technical evaluation factors and price, as referenced below. The MX may not necessarily make an award to the Proposer with the highest technical ranking nor award to the Proposer with the lowest Price Proposal if doing so would not be in the overall best interest of the MX.

Selection of a firm shall be based upon both technical factors and price, with technical factors having greater importance and weight than price. Technical factors to be considered include the following items listed below (items 1-3) in their decreasing relative order of importance.

Note: If proposals are considered by the MX to be more equal in their technical merit, the evaluated price becomes more important so that when technical proposals are evaluated essentially equal, price may be the deciding factor.

1. **Work Program Approach.** Depth of Proposer’s understanding of MX requirements, to include overall quality of work plan proposed to include logic, clarity and specificity, appropriateness of resource allocation, and utility of suggested technical or procedural innovations.

2. **Firm Experience.** Technical expertise in performing work of a similar nature, experience working with public agencies, strength and stability of the firm, and strength, stability, experience and technical competence of subcontractors as applicable.
3. **Personnel Qualifications.** Qualifications of project staff, particularly key personnel and especially the Project Manager, logic of project organization, and adequacy of labor commitment.
4. **Price Proposal.** Reasonableness of the total price as well as the individual tasks, competitiveness with other offers received, and logic of labor hour breakdown and potential travel in relation to tasks proposed.

Selection Process

All proposals shall be evaluated by a Consultant Selection Committee (CSC) to be comprised of professional staff employed by the MX and may include outside personnel as deemed appropriate. Following the receipt of proposals, proposals will be evaluated, and a contract will be awarded in accordance with the following process:

1. Proposals will first be evaluated by the MX for responsiveness and Proposer responsibility. This will include verification the firm is listed in www.sam.gov.
2. Proposals that are determined to be responsive and submitted by responsible Proposers shall be evaluated by the CSC. The committee members will evaluate the written proposals using the evaluation criteria stated in the previous section. A list of top ranked proposals and firms within the competitive range will be developed based upon the committee's score for each proposal.
 - a. Additional questions may be asked of Proposers to determine the competitive range for the sole purpose of clarification to eliminate minor irregularities, informalities, or apparent clerical mistakes in the proposal. The CSC may also contact and evaluate the Proposer's and subcontractor's references, contact any current users of a Proposer's services, solicit information from any available source concerning any aspect of a proposal, and seek and review any other information deemed pertinent to the evaluation process.
3. Written or oral discussions may, at the MX's sole discretion, be conducted with responsible Proposers who submitted proposals determined within the competitive range, although award may be made without any discussion. Proposers will be notified of any additional required information. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and written revision of proposals. Revisions may be permitted after initial discussion and before award for obtaining best and final proposals. In conducting discussions, the MX will not disclose information derived from proposals submitted by competing Proposers.

4. A Notification of Intent to Award will be sent to the Proposer who submitted the most advantageous proposal, as solely determined by the CSC. In addition, all proposers who submitted a proposal will be included in the notification of the MX's Intent to Award to the successful Proposer.
5. The successful Proposer will then be asked to execute a contract with the MX. A Notice to Proceed will be issued upon execution of the contract.

The MX reserves the right to reject any and all proposals, to contract for any or all portions of the project with the selected consultant, or to hire multiple firms. The successful respondent(s) to this Request for Proposals is expected to provide qualified personnel to accomplish each portion of the work for this study. The MX will maintain the right to request the removal of any personnel found, in its opinion, during the course of work on this project, to be unqualified to perform the work.

PROPOSAL PROTEST PROCEDURE

Protests may be made after the MX has announced the successful Proposer and **no later than three (3) business days** from the date of the MX Notification of Intent to Award. A person authorized to bind the Proposer to a contractual relationship must sign the protest letter. The letter should be signed, scanned and emailed to Mr. Chris Larsen at: CLarsen@crestedbutte-co.gov.

The MX will issue a written decision within **five (5) business days** after receipt of the notice of appeal, unless more time is needed. The protesting Proposer will be notified if additional time is necessary. The MX will also postpone further steps in the solicitation and contract process until the protest has been resolved. The MX's determination is final, and no further administrative appeal is available.

TYPE AND TERM OF CONTRACT

The contract will be a firm, fixed price contract payable according to milestones agreed upon by the MX and the Contractor. The contract will be financed with a combination of state grant funds and local funds. Because CDOT administers federal and state funds to the MX, this solicitation and the Contract contain clauses and certifications required by the FTA and/or CDOT.

The term of the contract will be nine (9) months. The Contractor will be required to begin performance under the Contract on the date of contract execution, or as soon thereafter as is practical. All extensions of the term of the contract shall be made in writing by both parties in advance of the contract expiration date.

Appendix A: Requirements of the Federal Transit Administration

Fly America Requirements

Contractor shall comply with 49 USC 40118 (the "Fly America" Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

Energy Conservation

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

Access to Records and Reports

The following access to records requirements apply to this Contract:

1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.
2. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the municipal corporation, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11).

Federal Changes

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

No Government Obligation to Third Parties

(1) The MX and contractor acknowledge and agree that, notwithstanding any concurrence by the US Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the US Government, the US Government is not a party to this contract and shall not be subject to any obligations or liabilities to the municipal corporation, the contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

Program Fraud and False or Fraudulent Statements or Related Acts

(1) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

Termination

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

b. Termination for Default. If the contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the MX may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the MX that contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of contractor, the MX, after setting up a new performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure. The MX, in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If contractor fails to remedy to the municipal corporation's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the MX setting forth the nature of said breach or default, the MX 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 MX from also pursuing all available remedies against contractor and its sureties for said breach or default.

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

Government Wide Debarment and Suspension

The MX will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following:

(a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, 2 U.S. OMB, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note,

(b) It will review the U.S. GSA "System for Award Management," [https:// www.sam.gov](https://www.sam.gov), if required by U.S. DOT regulations, 2 C.F.R. part 1200, and

(c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant: 1) Will comply with Federal debarment and suspension requirements, and 2) Reviews the "System for Award Management" at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and (2) If the MX suspends, debar, or takes any similar action against a Third Party Participant or individual, the MX will provide immediate written notice to the: (a) FTA Regional Counsel for the Region in which the MX is located or implements the Project, (b) FTA Project Manager if the Project is administered by an FTA Headquarters Office, or (c) FTA Chief Counsel.

Contracts Involving Federal Privacy Act Requirements

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

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

Civil Rights Requirements

The following requirements apply to the underlying contract:

(1) Nondiscrimination – Title VI of the Civil Rights Act. The MX agrees to, and assures that each Third Party Participant will: (1) Prohibit discrimination based on: (a) Race, (b) Color, or (c) National origin, (2) Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., (b) U.S. DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964,” 49 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in the preceding section a, and (1) Except as FTA determines otherwise in writing, follow: (a) The most recent edition of FTA Circular 4702.1, “Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients,” to the extent consistent with applicable Federal laws, regulations, and guidance. (b) U.S. DOJ, “Guidelines for the enforcement of Title VI, Civil Rights Act of 1964,” 28 C.F.R. § 50.3, and (c) Other applicable Federal guidance that may be issued,

(2) Equal Employment Opportunity.

Federal Requirements and Guidance. The MX agrees to, and assures that each Third Party Participant will, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and:

(a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq.,

(b) Facilitate compliance with Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order No. 11246, Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note,

(c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, and

(d) Comply with FTA Circular 4704.1, other applicable EEO laws and regulations, as provided in Federal guidance, including laws and regulations prohibiting discrimination on the basis of disability, except as the Federal Government determines otherwise in writing.

(3) Disadvantaged Business Enterprise. To the extent authorized by applicable Federal law, the MX agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as “Disadvantaged Business Enterprises” (DBEs), in the Project as follows: 1) Requirements. The MX agrees to comply with: (a) Section 1101(b) of Map-21, 23 U.S.C. § 101 note, (b) U.S. DOT regulations, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs,” 49 C.F.R. part 26, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a.

(4) Nondiscrimination on the Basis of Sex. The Contractor agrees to comply with Federal prohibitions against discrimination on the basis of sex, including: (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., (2) U.S. DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. part 25, and (3) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a.

(5) Nondiscrimination on the Basis of Age. The Contractor agrees to comply with Federal prohibitions against discrimination on the basis of age, including: (1) The Age Discrimination in Employment Act (ADEA), 29 U.S.C. §§ 621 – 634, which prohibits discrimination on the basis of age, (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, which implements the ADEA, (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., which prohibits discrimination against individuals on the basis of age

in the administration of programs or activities receiving Federal funds, (4) U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, which implements the Age Discrimination Act of 1975, and (5) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a.

- (6) Nondiscrimination on the Basis of Disability. The Contractor agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities: (1) Federal laws, including: (a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities, (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities, (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities, (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and (e) Other applicable laws and amendments pertaining to access for elderly individuals or individuals with disabilities, (2) Federal regulations, including: (a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 37, (b) U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. part 27, (c) U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. part 39, (d) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. part 1192 and 49 C.F.R. part 38, (e) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. part 35, (f) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. part 36, (g) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. part 1630, (h) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 C.F.R. part 64, Subpart F, (i) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. part 1194, and (j) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. part 609, and (3) Other applicable Federal civil rights and nondiscrimination guidance.
- (7) Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. The Contractor agrees to comply with the confidentiality and civil rights protections of: (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq., (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 et seq., and (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2.
- (8) Other Nondiscrimination Laws. Except as the Federal Government determines otherwise in writing, the MX agrees to: (1) Comply with other applicable Federal nondiscrimination laws and regulations, and (2) Follow Federal guidance prohibiting discrimination.
- (9) Remedies. Remedies for failure to comply with applicable Federal Civil Rights laws and Federal regulations may be enforced as provided in those Federal laws or Federal regulations.

Patent and Rights Data

A. Rights in Data - The following requirements apply to each contract involving experimental, developmental or research work. The MX agrees that depending on the nature of the Project, the Federal Government may acquire patent rights when the MX or Third Party Participant produces a patented or patentable:

Invention,
Improvement, or
Discovery

The Federal Government's rights arise when the patent or patentable information is:

Conceived under the Project, or
Reduced to practice under the Project, and

When a patent is issued or patented information becomes available as described in Patent Rights section A(2), the MX agrees to:

Notify FTA immediately, and
Provide a detailed report satisfactory to FTA.

1. Federal Rights. The MX agrees that:

- a) Its rights and responsibilities, and the rights and responsibilities of each Third Party Participant, in that federally funded invention, improvement, or discovery will be determined as provided by applicable Federal laws, regulations, and guidance, including any waiver thereof, and
- b) Unless the Federal Government determines otherwise in writing, irrespective of the MX's status or the status of any Third Party Participant as a large business, a small business, a State government, a State instrumentality, a local government, an Indian tribe, a nonprofit organization, an institution of higher education, or an individual, the MX agrees to transmit the Federal Government's patent rights to FTA as specified in: (a) 35 U.S.C. § 200 et seq., and (b) U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. part 401, and

2. License Fees and Royalties. As permitted by 49 C.F.R. parts 18 and 19:

- a) License fees and royalties for patents, patent applications, and inventions derived from the Project are program income, and
- b) The MX has no obligation to the Federal Government with respect to those license fees or royalties, except: (a) For compliance with 35 U.S.C. § 200 et seq., which applies to patent rights developed under a federally funded research-type project, and (b) As FTA determines otherwise in writing.

3. Rights in Data and Copyrights

a) Definition of "Subject Data." means recorded information:

(1) Copyright. Whether or not copyrighted, and

(2) Delivery. That is delivered or specified to be delivered under the Underlying Agreement,

b) Examples of "Subject Data." Examples of "subject data": Include, but are not limited to:

- (a) Computer software
- (b) Standards
- (c) Specifications
- (d) Engineering drawings and associated lists
- (e) Process sheets
- (f) Manuals
- (g) Technical reports
- (h) Catalog item identifications, and
- (i) Related information, but

Do not include:

- (a) Financial reports
- (b) Cost analyses, or
- (c) Other similar information used for Project administration

General Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the MX's Project supported by the Underlying Agreement:

(1) Prohibitions. The MX may not: (a) Publish or reproduce any subject data in whole or in part, or in any manner or form, or (b) Permit others to do so, but

(2) Exceptions. The prohibitions of Rights in Data and Copyrights C(1) do not apply to: (a) Publications or reproductions for the MX's own internal use, (b) An institution of higher learning, (c) The portion of subject data that the Federal Government has previously released or approved for release to the public, or (d) The portion of data that has the Federal Government's prior written consent for release.

4. Special Federal Rights in Data for Research, Development, Demonstration, Deployment, and Special Studies Projects. In general, FTA's purpose in providing Federal funds for a research, development, demonstration, deployment, or special studies project is to increase transportation knowledge, rather than limit the benefits of the Project to the MX and its Third Party Participants, therefore, the MX agrees that:

- a. Publicly Available Report. When the Project is completed, it must provide a Project report that FTA may publish or make available for publication on the Internet,
- b. Other Reports. It must provide other reports pertaining to the Project that FTA may request,
- c. Availability of Subject Data. FTA may make available to any FTA Recipient or any of its Third Party Participants at any tier of the Project, either FTA's copyright license to the subject data or a copy of the subject data, except as the Federal Government determines otherwise in writing,

- d. Identification of Information. It must identify clearly any specific confidential, privileged, or proprietary information submitted to FTA,
 - e. Incomplete Project. If the Project is not completed for any reason whatsoever, all data developed under the Project becomes “subject data” and must be delivered as the Federal Government may direct, but
 - f. Exception. Rights in Data and Copyrights Section E does not apply to an adaptation of automatic data processing equipment or program that is both: (a) For the Recipient’s use, and (b) Acquired with FTA capital program funding,
5. License Fees and Royalties. As permitted by 49 C.F.R. parts 18 and 19:
- a. License fees and royalties for copyrighted material or trademarks derived from Project are program income, and
 - b. The MX has no obligation to the Federal Government with respect to those license fees or royalties, except: (a) For compliance with 35 U.S.C. § 200 et seq., which applies to patent rights developed under a federally funded research-type project, and (b) As FTA determines otherwise in writing,
6. Restrictions on Access to Patent Rights. Nothing in this Rights in Data and Copyrights section pertaining to rights in data either:
- a. Implies a license to the Federal Government under any patent, or
 - b. May be construed to affect the scope of any license or other right otherwise granted to the Federal Government under any patent,
7. Data Developed Without Federal Funding or Support. The MX understands and agrees that in certain circumstances it may need to provide data developed without any Federal funding or support to FTA. Nevertheless:
- a. Protections. Rights in Data and Copyrights Sections 1, 2, 3, and 4 generally do not apply to data developed without Federal funding, even though that data may have been used in connection with the Project, and
 - b. Identification of Information. The MX understands and agrees that the Federal Government will not be able to protect data developed without Federal funding from unauthorized disclosure unless that data is clearly marked “Proprietary” or “Confidential,” and
 - c. Requirements to Release Data. The MX understands and agrees that the Federal Government may be required to release Project data and information the MX submits to the Federal Government as required by:
 - The Freedom of Information Act, 5 U.S.C. § 552,

- Another applicable Federal law requiring access to Project records,
- U.S. DOT regulations, “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations,” specifically 49 C.F.R. § 19.36(d), or
- Other applicable Federal regulations and guidance pertaining to access to Project records.

Disadvantaged Business Enterprise

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10% and the CDOT approved FFY 2017-2019 Goal for participation to include in funded projects is 2.88%.

b. The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the MX deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. If a separate contract goal has been established, Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.

d. If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

e. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor’s receipt of payment for that work from the municipal corporation. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor’s work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor’s work by the municipal corporation and contractor’s receipt of the partial retainage payment related to the subcontractor’s work.

f. The contractor must promptly notify the municipal corporation whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the MX.

Prompt Payment

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the MX. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or

postponement of payment from the above referenced time frame may occur only for good cause following written approval of the MX. This clause applies to both DBE and non-DBE subcontracts.

Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual provisions, as stated in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the municipal corporation to be in violation of FTA terms and conditions.

Compliance with Federal Regulations

Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the municipal corporation to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the municipal corporation and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Conformance with ITS National Architecture

Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg. 1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

Access Requirements for Persons with Disabilities

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

Geographic Information and Related Spatial Data

Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

PLEASE PROVIDE THE FOLLOWING INFORMATION AS ACCEPTANCE OF THE FTA REQUIREMENTS

Contracting Firm Name:

Signature of Authorized Official _____

Date ___/___/___

Name and Title of Contractor's Authorized Official _____

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

49 CFR Part 29, Executive Orders 12549, 12689, and 31 U.S.C.6101 (Contracts over \$25,000)

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

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

1. It will comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 CFR part 180,
2. To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
 - a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
 1. Debarred
 2. Suspended
 3. Proposed for debarment
 4. Declared ineligible
 5. Voluntarily excluded
 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. Proposed for debarment commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property
 - c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,
 - d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
 - e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,
 - f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:

1. Equals or exceeds \$25,000,
2. Is for audit services, or
3. Requires the consent of a Federal official, and

g. It will require that each covered lower tier contractor and subcontractor:

1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
 - a. Debarred from participation in its federally funded Project,
 - b. Suspended from participation in its federally funded Project,
 - c. Proposed for debarment from participation in its federally funded Project,
 - d. Declared ineligible to participate in its federally funded Project,
 - e. Voluntarily excluded from participation in its federally funded Project, or
 - f. Disqualified from participation in its federally funded Project, and

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

Certification

Contracting Firm Name: _____

Signature of Authorized Official _____

Date ___/___/___

Name and Title of Contractor's Authorized Official _____