

# Notice to Bidders – Program Evaluation Consultant

Mid-Ohio Mobility Solutions  
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**Subject:**

Bid seeks the services of a program evaluation consultant (“Contractor”) with expertise in formative and summative evaluation methods. The Contractor is expected to be familiar with Federally funded human service programs for older adults and individuals with disabilities, such as those funded by Medicaid, the Administration for Community Living, and Vocational Rehabilitation, especially those that integrate transportation. A preferred, but not required, qualification is knowledge and experience with public and human service transportation programs, including programs funded through the Federal Transit Administration’s Formula Grants for Rural Areas (Section 5311) and Enhanced Mobility of Seniors & Individuals with Disabilities (Section 5310) programs.

**1.0 Introduction and Problem Statement**

In Ohio, human service transportation (HST) is currently provided in a fragmented and inefficient manner. Fourteen state agencies invest over \$500 million yearly to transport their clients and customers to jobs, medical care, and other places. These journeys make it possible for Ohioans to lead meaningful, productive lives. However, each agency has developed its own programs and policies for transportation without structured coordination with other agencies. At the same time, people often cannot get to jobs, the grocery, and other destinations. Mobility Ohio began as a collaboration between state agencies funding HST to consolidate these policies and break down silos to improve HST efficiency and effectiveness. The desired outcome is to provide more trips to more people, more conveniently, for the same dollars being spent today.

Mobility Ohio and local partners in a rural four-county area of southeast Ohio will conduct a two-year pilot of a Regional Transportation Resource Center (RTRC), a hub for the coordination of trip scheduling, transportation billing, provider compliance oversight, and mobility management. The pilot RTRC, operated by Mid-Ohio Mobility Solutions (MOMS, a non-profit organization), will use a combination of existing and new brokerage technologies and inter-agency procedures to schedule, dispatch, and fund client trips. This will allow HST funded by Federal, state and local programs to be tracked and reported in a central location. The area's estimated 40 public and human service transportation providers will be invited to form memoranda of understanding (MOUs) with the RTRC and follow designated procedures to receive trips. These providers will comply with the Mobility Ohio driver and vehicle safety and quality standards, developed during the multi-agency Ohio Mobility Transformation policy alignment initiative in 2018, as a single, consistent set of standards for transportation provider safety and quality that consolidates the requirements of HST-funding state agencies and relevant Federal agencies (e.g., Federal Transit Administration, Centers for Medicaid and Medicare Services, etc.). Using consistent provider standards will allow the pilot RTRC to leverage opportunities to braid Federal funding streams, sharing trip costs among multiple funding sources. Concurrently, ODOT will develop the DRIVES provider database, which will provide real-time information about drivers' criminal and motor vehicle history and training status, and vehicle registration and safety information. The pilot RTRC will use DRIVES to confirm provider compliance with the Mobility Ohio safety and quality standards. The pilot's goal is to demonstrate the effectiveness of consolidating HST policies, sharing costs, and coordinating trips through a one-stop center, prior to statewide implementation. The anticipated timeframe of the pilot is Winter 2024 through Fall 2026.

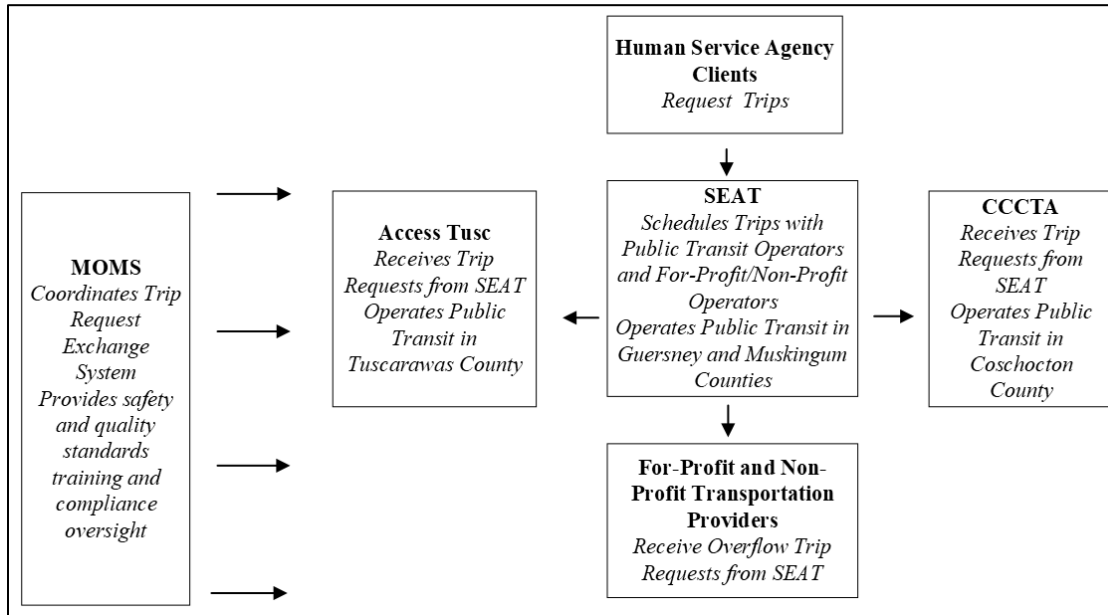
## **2.0 Pilot Goals and Objectives**

The goal of the RTRC pilot is for MOMS, a non-profit consortium of the pilot region's transit operators, to effectively administer regional coordinated transportation for two primary client groups: public transit customers and beneficiaries of human service agency trips, especially medical non-emergency transportation (NET). The transit operators will provide rides with their own vehicles and drivers and will subcontract with qualified for-profit and non-profit operators in their counties for additional service to meet demand. MOMS will ensure all providers are compliant with updated, consistent safety and quality standards that meet or exceed funder, ODOT, and Federal requirements. Each transit system will continue to manage public transit rides in their county, but they will participate in a trip exchange for trips with MOMS. South East Area Transit (SEAT) will receive trip requests and export them to the appropriate transit operator, and the operator will accept or deny each trip depending on capacity. SEAT will broker denied trips to contracted for-profit and non-profit transportation providers who have formed MOUs with MOMS. The transit systems will have the right of first refusal for trips originating in their counties, to guarantee that systems continue receive revenue, which they use as local match for Federal transit operating grants. SEAT will work with CTS TripMaster to create a customized trip exchange software platform. Part of the purpose of the pilot is to evaluate whether it will be

feasible in the future for a single, coordinating entity such as MOMS to hold the contracts with funders; Using SEAT as its fiscal agent, MOMS would will invoice the funders for trip costs, receive payment, and reimburse providers under this future state model. Figure 1 provides an overview of the relationships as proposed under the pilot. The diagram omits many some nuances in these relationships in order to provide a simplified overview.

**Figure 1**

*Pilot RTRC Diagram*



MOMS will assign each transit customer and client to a tier based on their needs for assistance from drivers. Tiers have been established to ensure quality of service to customers who are considered at risk due to disability or age. Drivers will be categorized as eligible to transport clients and customers in each tier based on their qualifications and training and the level of specialized needs of the individuals. Tier 1-qualified drivers will provide general service; Tier 2 drivers will provide specialized service with to passengers with disabilities who have self-direction capabilities; Tier 3 drivers, with the most stringent training requirements and criminal background restrictions, will provide highly specialized service to passengers unable to self-direct

their service. MOMS will also serve as the hub for mobility management activities in the region. Mobility managers will focus on finding solutions to unique and unmet community transportation needs in the community through one-on-one transportation options counseling, travel training, planning and education. Clients, customers and employers with unique transportation needs will have the opportunity to connect with a mobility manager for assistance when needed.

A related initiative is the FTA's development of a uniform rate setting methodology, based on providers' fully allocated transportation costs, for coordinated HST. The rate setting methodology enables HST funding agencies to share the costs of providing transportation, maximizing the use of all available transportation resources. The methodology will ensure the rate paid is at a level to cover the provider's total cost of the service and establish unit rates, such as cost per mile, per hour, or per trip that will facilitate effective sharing of trips among multiple providers for all or a portion of a trip. Tentatively, the pilot RTRC will implement the rate setting methodology during Year 2, depending on the feasibility of adjusting contracts and payment rates at this time. At a minimum, the RTRC will work with providers to calculate unit rates using the methodology, and store this information for analysis by the evaluator to determine how implementation of the rate-setting methodology would impact HST costs.

The short-term objective (one to two years from pilot initiation) is to implement these new inter-agency processes as planned. **The pilot's hypotheses are that the proposed relationships, procedures, and technologies are fully implementable, and that the enhanced level of coordination will result in greater availability and reliability of transportation.** The medium-term goal for Mobility Ohio is to build on a successful pilot to achieve a set of more complex objectives to improve HST efficiency and effectiveness within Ohio HST Region 9, which includes the four pilot counties and five other counties. ODOT's vision is for one, regional RTRC to receive transportation funding from governmental agencies serving older adults, people with disabilities, and individuals with low incomes, and broker all funded trips to a network of providers that follow consistent safety and quality standards. The long-term goal is to implement this vision in Ohio's eleven HSTC regions following the revision of Ohio Revised and Administrative Codes for health and human service transportation.

Figure 2 provides a flow chart of pilot project activities by phase. A logic model is provided in Table 1.

**Figure 2** *Mobility Ohio RTRC Pilot Phases*

**Phase 1: Four-County Pilot - Development (Year 1)**

- Initiate Changes to Mid-Ohio Mobility Solutions (MOMS) Non-Profit Organization
- Develop Procedures for Trip Coordination
- Develop Compliance Oversight Procedures for Phase 1 Safety & Quality Standards
- Develop Phase 1 Safety & Quality Standards Provider Training
- Assign Customer Tiers
- Expand Public Transit Agency Capacity through Added Staff and Vehicles
- Communications/Engagement
- Establish Performance Measures and Monitor Performance
- Interim and Final Reports to FTA and Mobility Ohio Committee



**Phase 2: Four County Pilot - Network Expansion (Year 2)**

- Implement DRIVES for Providers, Drivers & Vehicles
- Implement Phase 2 Safety & Quality Standards Oversight and Training
- Expand Trip Coordination Expansion through Trip Ticket Exchange System
- Integrate Non-Profit and Private Transportation Providers into Standards and Trip Coordination
- Integrate Rate Setting Methodology
- Establish Board Committees
- Communications/Engagement
- Establish Performance Measures and Monitor Performance
- Interim and Final Reports to FTA and Mobility Ohio Committee



**Phase 3: RTRC Expansion to Region 9 & Statewide Lessons Learned/New Sites Development (Year 3+)**

- MOMS Board expands to include additional Region 9 counties
- RTRC incorporates additional Region 9 counties
- MOMS hires or contracts for fiscal management
- RTRC begins to contract with transportation funders (rather than providers contracting with funders)
- Lessons Learned for Statewide Implementation Documented
- New RTRC Sites (outside of Region 9) Developed
- Communications/Engagement
- Establish Performance Measures and Monitor Performance
- Interim and Final Reports to FTA and Mobility Ohio Committee



**Phase 4: Statewide Implementation (Year 3+)**

- Select Appropriate HST Model Based on Evaluation of Phases 2 and 3
- Gain Mobility Ohio Committee Buy-In for Model
- Determine OAC and ORC Changes Necessary for Statewide Implementation
- Pass Legislation of ORC Changes
- Update OAC
- Communications/Engagement
- Establish Performance Measures and Monitor Performance
- Interim and Final Reports to FTA and Mobility Ohio Committee

**Table 1** *Mobility Ohio RTRC Pilot Logic Model*

<b>Inputs</b>	<b>Outputs: Activities</b>	<b>Outputs: Participants</b>	<b>Outcomes: Short-Term</b>	<b>Outcomes: Mid-Term</b>	<b>Outcomes: Long-Term</b>
<ul style="list-style-type: none"> <li>• Grant funding</li> <li>• Software</li> <li>• Hardware</li> <li>• Facility space</li> <li>• Vehicles</li> <li>• Staff</li> </ul>	<ul style="list-style-type: none"> <li>• Design structure of pilot operation</li> <li>• Set up pre-DRIVES process for provider/driver qualification</li> <li>• Develop DRIVES</li> <li>• Develop trip ticket exchange platform</li> <li>• Set up training operations</li> <li>• Train providers on standards</li> <li>• Train drivers on requirements</li> <li>• Assign customer tiers</li> <li>• Install technology on providers</li> <li>• Develop procedures for operations</li> <li>• Regional mobility management</li> </ul>	<ul style="list-style-type: none"> <li>• South East Area Transit (SEAT)</li> <li>• Access Tusc</li> <li>• Coshocton County Coordinated Transportation Agency (CCCTA)</li> <li>• MOMS</li> <li>• ODOT</li> <li>• Consultants</li> <li>• Existing contracting providers</li> <li>• New providers</li> <li>• Customers</li> <li>• Mobility Ohio Committee</li> </ul>	<ul style="list-style-type: none"> <li>• Pilot RTRC operations designed and agreed upon</li> <li>• Procedures for trip ticket exchange are developed</li> <li>• Trip tickets are exchanged among SEAT, Access Tusc and CCTA</li> <li>• New providers join the RTRC system</li> <li>• SEAT, Access Tusc and CCCTA satisfied with operations and continue participation</li> <li>• Pilot operations and transportation are within budget and cost-effective</li> <li>• DRIVES is launched</li> <li>• Provider safety and quality standards are monitored/enforced</li> </ul>	<ul style="list-style-type: none"> <li>• Course corrections are made to ensure pilot RTRC meets objectives</li> <li>• Rate setting methodology is analyzed</li> <li>• Other Region 9 counties join MOMS</li> <li>• MOMS board expands</li> <li>• MOMS board acquires fiscal agent</li> <li>• MOMS begins to contract with transportation funders (rather than individual providers contracting with funders)</li> </ul>	<ul style="list-style-type: none"> <li>• Other Ohio regions form RTRCs</li> <li>• Transportation efficiency and effectiveness increases</li> <li>• Quality of service increases</li> <li>• Trust increases</li> <li>• Provider fraud decreases</li> <li>• Local matching funds increase for transit systems</li> <li>• Health outcomes improve</li> <li>• ORC and OAC are updated to reflect RTRC model for HST</li> <li>• A replicable model is produced for other states</li> </ul>

### **3.0 Scope of Services**

MOMS seeks the services of a program evaluation consultant (“Contractor”) with expertise in formative and summative evaluation methods. The Contractor is expected to be familiar with Federally funded human service programs for older adults and individuals with disabilities, such as those funded by Medicaid, the Administration for Community Living, and Vocational Rehabilitation, and especially those that integrate transportation. A preferred, but not required, qualification is knowledge and experience with public and human service transportation programs, including programs funded through the Federal Transit Administration’s Formula Grants for Rural Areas (Section 5311) and Enhanced Mobility of Seniors & Individuals with Disabilities (Section 5310) programs.

MOMS seeks a Contractor with an understanding of formative and/or developmental evaluation (see *Developmental Evaluation: Applying Complexity Concepts to Enhance Innovation and Use* by Michael Quinn Patton, 2010), a type of evaluation that involves the evaluator’s support during the implementation of an intervention. The overall goals, structure and participants in the Mobility Ohio pilot project have been identified by the Ohio Department of Transportation (ODOT) with input from MOMS. With guidance from ODOT and MOMS, the Contractor will work with the staff of the participating organizations to develop and launch the pilot, and support the staff throughout implementation. Throughout the pilot, the Contractor will act as a member of the implementation team, contributing their knowledge of research and logic-based decision-making.

The main benefit sought by MOMS from this evaluation is a well-planned and well-executed pilot project. The pilot involves an unprecedented regional service structure with multiple public transit operators and dozens of contracting non-profit and for-profit providers. The Contractor will be able to provide expert, relatively unbiased guidance to a team that is tasked with adopting new inter-organizational relationships and collaborative procedures.

### **4.0 Methodology**

The scope of services consists of developmental evaluation and a summative evaluation of the project hypotheses. The pilot will be complex and involve new types of inter-agency relationships. Multiple structural and political forces make regionalization challenging. To ensure that the pilot’s processes are successfully put into place, the Contractor will join the implementation team at the beginning. They will be instrumental in supporting the development of, and consensus around, processes to implement pilot features. They will facilitate monthly meetings with the team to review and document implementation activities, creating checklists for monitoring progress. They will lead the project team in writing of quarterly and annual reports on implementation status and short-term outcomes. It will be critical for the Contractor to

build trust within the team. Table 2 provides the tentative objectives and performance indicators for Year 1 of the pilot. The Contractor will work with MOMS, ODOT and other stakeholders to finalize the objectives and indicators. The Contractor will track the finalized metrics with the project team at monthly meetings, and document them in the reports. During Year 1, to demonstrate increased availability and reliability of transportation, ODOT hopes to increase the number of trips provided and reduce trip denials.

**Table 2 Tentative Year 1 Performance Indicators**

<b>Tentative Objectives – Year 1</b>	<b>Tentative Performance Indicators</b>	<b>Evidence</b>
Adjust MOMS Committees	Committee Procedures Updated	New Committee Members Installed; Board and Committee Meet Monthly; Meeting Minutes
Develop and Implement Trip Ticket Exchange Procedures	Procedures Written	Trip Tickets Exchanged Among Rural Transit Operators; Procedures; Monthly Project Team Meeting Notes
Develop and Implement Standards Oversight and Training Procedures	Procedures Written	Provider, Driver and Vehicle Compliance with Standards Documented; Procedures; Monthly Project Team Meeting Notes
Rural Transit Operators Participate	Trips sent to Network; Transit Operators Provide Trips	Number of Trips Provided by Rural Transit Operators Increases and/or Number of Trips Declined Decreases (Descriptive Statistics Obtained from Trip Management Software)

In Year 2 of the pilot, the DRIVES software for provider compliance with safety and quality standards will be completed, providing real-time monitoring of provider compliance with driver criminal background, driver drug and alcohol testing and other regulations. MOMS will provide training and support to the providers on DRIVES. Secondly, in Year 2, non-profit and for-profit providers will be asked to join the trip exchange, to expand the network of providers available to provide trips. The Contractor will continue to focus on process objectives to determine whether the participating agencies and providers follow the pilot procedures. The expansion of the network is expected to increase the number of trips provided and reduce trip denials further. Tentative Year 2 performance indicators are provided in Table 3; as with the Year 1 indicators, the Contractor will work with project partners, potentially during Year 1, to finalize the indicators.



**Table 3 Tentative Year 2 Performance Indicators**

<b>Tentative Objectives – Year 2</b>	<b>Tentative Performance Indicators</b>	<b>Evidence</b>
Implement DRIVES for Providers, Drivers and Vehicles	ODOT Completes Software; Rural Transit Operators Enroll	Rural Transit Drivers and Vehicles are Entered and Monitored in DRIVES (Reports from DRIVES; Monthly Meeting Notes)
Integrate Non-Profit and Private Transportation Providers into DRIVES	Providers are Trained; Providers Enroll	Number of Providers, Drivers and Vehicles Monitored in DRIVES Increases; Number of Safety and Quality Oversight Contacts/Interventions Increases (Reports from DRIVES; Monthly Meeting Notes)
Integrate Non-Profit and Private Transportation Providers into Trip Ticket Exchange	Providers Enter MOUs with MOMS; Providers Receive Technology; Providers are Trained and Provide Trips	Number of Trips Provided by Participating Non-Profit/Private Providers Increases; Number of Trips Declined Decreases (Descriptive Statistics Obtained from Trip Management Software)
Integrate Rate Setting Methodology	Providers are Trained; Providers Complete Costing Tool; RTRC Tracks Cost Information; Evaluator Analyses Impact	Number of Providers Submitting New Rates Increases; Comparative Analysis of Trip Costs is Performed

**5.0**

**Desired Qualifications and Work to be Performed**

This Request for Proposals is the means for prospective program evaluation proposers to submit their qualifications and request selection as the Contractor. The expertise desired is:

1. Ability to position your contribution as an internal team function integrated into the process of gathering and interpreting data, framing issues, and surfacing and testing model project elements.
2. Nurture learning through responsive, real-time, user-friendly feedback to project team members;
3. Possess extraordinary interpersonal skills and adaptability to facilitate effective teamwork;
4. Identify elements that lead to successful implementation of regional human service transportation brokerage programs; and,
5. Possess experience with or knowledge of current trends in public and human service transportation, and/or Federally funded human services programs and the services they deliver.

The Contractor will consult with MOMS and ODOT to formulate the timeline for the deliverables of the evaluation. The Contractor will familiarize themselves with data collected during the pilot against the existing performance measurement plan (see Tables 2 and 3 on Performance Indicators) and will report at regular intervals on findings from that analysis. The Contractor will submit monthly summaries to MOMS

and ODOT that include documentation of successes and recommendations for improvement. Work will include regular travel to Zanesville, Ohio and other Southeast Ohio communities, although much of the work will be handled remotely. There will likely be some in-person meetings at the Columbus, Ohio headquarters of ODOT.

## **5.1 Required Deliverables**

### **5.1.1 Deliverable 1-Design Evaluation Plan**

Review existing project materials, interview project partners and stakeholders, propose finalized Year 1 objectives and performance indicators, propose data collection methodology, and develop a timeline for all aspects of the evaluation. Submit Evaluation Plan to MOMS and ODOT Project Managers

### **5.1.2 Deliverable 2-Implement Evaluation**

Collect and analyze data throughout a two-year period of performance. Meet monthly, or more frequently as needed, with the project team to develop processes, procedures, and policies to implement the pilot. Submit monthly activity summaries to MOMS and ODOT Project Managers.

### **5.1.3 Deliverable 3-Interim Reports**

Write quarterly or triannual reports discussing results of data collection and analysis, and describing and justifying findings. Submit interim reports to MOMS and ODOT Project Managers

### **5.1.4 Deliverable 4-Final Reports and Presentations**

Write yearly final reports that document all pilot project activities and evaluate performance according to established indicators. The Year 1 report should identify areas of improvement for the project team to address, as well as preliminary recommendations for post-pilot activities (Year 3+) to achieve the medium- and long-term outcomes identified in the logic model. The Year 2 report should offer final recommendations for post-pilot activities. The Contractor will also present Year 1 and Year 2 findings to the Mobility Ohio Committee during in-person meetings in Columbus or the pilot region.

## **6.0 Technical Proposal Contents**

The following information must be included in the Technical Proposal. A Proposal lacking any of the following information may be deemed non-responsive.

1. Overall project plan and organization. Include: (i) a plan for generating Deliverables 1 through 4 above, (ii) a plan for maintaining ongoing contact with the pilot implementation team for developmental evaluation purposes, including on-site meetings and off-site follow-up communication, and (iii) writing the interim and final reports.

2. Experience on similar assignments, with an emphasis on experience with formative evaluations and pilot projects. Describe previous relevant methods of data collection and analysis used in different environments.
3. Examples of other evaluation projects that combine quantitative and qualitative data.
4. Experience with research, planning and/or evaluation projects related to transportation or human services programs.
5. For each key staff member, provide their resume with professional background, education, certifications and affiliations, as well as the individual's ability and experience in conducting the proposed activities.
6. Names, addresses, and telephone numbers of a minimum of three clients for whom the Proposer has conducted similar services. MOMS may check references listed by the Proposer.

## **7.0 Cost Proposal Contents**

The following information must be included in the Cost Proposal.

1. A detailed line-item budget for Compensation for Contract Work showing the estimated cost for each of the four Deliverables set forth above and showing the total cost for the four Deliverables combined. If desired, breaking out the Deliverables into sub-tasks with their own sub-deliverables is acceptable. This budget will identify the key personnel, titles and hourly rates. Cost is determined by multiplying hourly rate by the number of hours, and adding travel and other direct expenses. To estimate travel costs, please use U.S. GSA Per Diem Rates for Ohio.
2. Fully explain and justify all budget line items in a narrative entitled "Budget Justification."

## **8.0 Proposal Evaluation**

At the time proposals are opened, each proposal will be checked for the presence or absence of the required proposal contents. MOMS will evaluate the proposals on a 100-point scale using the criteria set forth in Table 4. The award, if made, will be to the highest-scored proposal.

**Table 4 Proposal Evaluation Criteria**

<b>Criterion</b>	<b>Maximum # of Points</b>
Quality of work plan submitted	25
Experience on similar assignments	25
Cost	10
Credentials of staff to be assigned to the project	20
Acceptance of the Terms and Conditions	10
Ability to meet timing requirements to complete the project	10

**Timeline:**

<b>Date</b>	<b>Event</b>
<b>3/10/2025 9:00 am</b>	<b>Bid Let 10:00am</b>
<b>3/24/2025 3:00 pm</b>	<b>Question Deadline</b>
<b>3/31/2025 3:00 pm</b>	<b>Response Deadline</b>
<b>4/15/2025 3:00 pm</b>	<b>Proposals Deadline</b>
<b>4/21/2025 9:00 am</b>	<b>Bids Opened</b>
<b>4/28/2025 9:00 am</b>	<b>Vendor Interview Process Begins</b>
<b>5/15/2025 9:00 am</b>	<b>Final Scoring Deadline for Potential Bid Acceptance</b>

**Questions:** All questions or requests for clarification shall be directed via email: to Kurt Ufholz ([kufholz@gmail.com](mailto:kufholz@gmail.com)) and will be answered and posted on the Mobility Ohio website <https://mobilityohio.org/> before 3:00 pm March 31, 2025.

**Bid Due:** Bids will be accepted electronically or in hard copy. To be delivered electronically send via email with a subject with the words “Program Evaluation Consultant Bid” to Kurt Ufholz ([kufholz@gmail.com](mailto:kufholz@gmail.com)) or mail to **Mid-Ohio Mobility Solutions, Inc., 14 South 5th Street, Zanesville, Ohio 43701** on or before **3:00 pm Tuesday, April 15, 2025**. Bids must be in a sealed envelope with the words “Program Evaluation Consultant Bid” written on it.

**Bid Opening:** Bids will be opened in public at the Mid-Ohio Mobility Solutions, Inc. at 9:00 am on Monday, April 21, 2025, in front of the selection committee. The bids will be evaluated to ensure all bid requirements are met. All bids meeting the requirement will be evaluated and scored. If more than five bids are received that meet all requirements, a minimum of five (5) bids will move on to the vendor interview phase. The committee retains the right to reject any or all parts of bids.

## ACCESS TO RECORDS AND REPORTS

1. 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, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records. (a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
2. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
3. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information, including such records and information the contractor or its subcontractors may regard as confidential or proprietary, related to performance of this contract in accordance with 2 CFR § 200.337.
4. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

## CHANGES TO FEDERAL REQUIREMENTS

Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and

Applicable changes to those federal requirements will apply to each Third Party Agreement and parties thereto at any tier.

## CIVIL RIGHTS LAWS AND REGULATIONS

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

The Contractor and any subcontractor agree to comply with all the requirements prohibiting discrimination on the basis of race, color, or national origin of the Title VI of the Civil Rights Act of 1964, as amended 52 U.S.C 2000d, and U.S. DOT regulation "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of the Title VI of the Civil rights Act," 49 C.F. R. Part 21 and any implementing requirement FTA may issue.

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

a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.

b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

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

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

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

### **Civil Rights and Equal Opportunity**

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C.

§ 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

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

**2. Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal

transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

**3. Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

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

## **CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

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

in excess of \$150,000:

Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA."

## DEBARMENT AND SUSPENSION

**Debarment and Suspension (Executive Orders 12549 and 12689). A covered transaction (see 2 C.F.R. §§ 180.220 and 1200.220) must not be entered into with any party listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (31 U.S.C. § 6101 note, 51 Fed. Reg. 6370,) and 12689 (31 U.S.C. § 6101 note, 54 Fed. Reg. 34131), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Recipient agrees to include, and require each Third Party Participant to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant:**

(1) Complies with federal debarment and suspension requirements; and

(2) Reviews the SAM at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 CFR Part 1200.

## DISADVANTAGED BUSINESS ENTERPRISE (DBE)

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

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

(1) Withholding monthly progress payments;

(2) Assessing sanctions;

(3) Liquidated damages; and/or

(4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

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

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

## 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).

## EQUAL EMPLOYMENT OPPORTUNITY

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

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

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the



contractor may request the United States to enter into such litigation to protect the interests of the United States.

## FLY AMERICA

a) Definitions. As used in this clause—

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

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

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

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

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

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

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

## INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

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.

## NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Recipient 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 Recipient, 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.

## NOTICE TO FTA AND U.S. DOT INSPECTOR GENERAL OF INFORMATION RELATED TO FRAUD, WASTE, ABUSE, OR OTHER LEGAL MATTERS

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an

equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

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

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

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

## PATENT RIGHTS AND RIGHTS IN DATA

### Intellectual Property Rights

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

The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Contract and shall, at a minimum, include the following restrictions:

Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution.

For purposes of this Contract, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

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

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

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

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

3. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or

disposition of any data furnished under that contract. The Contractor shall not be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

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

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

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

## PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The Contractor acknowledges that 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 modified, except to identify the subcontractor who will be subject to the provisions.

## PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- 1) Procure or obtain covered telecommunications equipment or services;
- 2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
- 3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

(b) As described in section 889 of Public Law 115-232, "covered telecommunications equipment or services" means any of the following:

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) 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);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment;
- (4) 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;

(c) For the purposes of this section, "covered telecommunications equipment or services" also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(d) In implementing the prohibition under section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs must 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 telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.

(e) When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.

(f) For additional information, see section 889 of Public Law 115-232 and 200.471.

## PROMPT PAYMENT

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

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

## RESTRICTIONS ON LOBBYING

### Conditions on use of funds.

(a) No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence 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 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 an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification, 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 an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form if such person has made or has agreed to make any payment using nonappropriated 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 an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, whether that person has made or has agreed to make any payment to influence or attempt to influence 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 that loan insurance or guarantee.

(e) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form if that person has made or has agreed to make any payment to influence or attempt to influence 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 that loan insurance or guarantee.

### Certification and disclosure.

(a) Each person shall file a certification, and a disclosure form, if required, with each submission that initiates agency consideration of such person for:

(1) Award of a Federal contract, grant, or cooperative agreement exceeding \$100,000; or

(2) An award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000.

(b) Each person shall file a certification, and a disclosure form, if required, upon receipt by such person of:

(1) A Federal contract, grant, or cooperative agreement exceeding \$100,000; or

(2) A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000,

**Unless such person previously filed a certification, and a disclosure form, if required, under paragraph (a) of this section.**

(c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraphs (a) or (b) of this section. An event that materially affects the accuracy of the information reported includes:

(1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,

(3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(d) Any person who requests or receives from a person referred to in paragraphs (a) or (b) of this section:

(1) A subcontract exceeding \$100,000 at any tier under a Federal contract;

(2) A subgrant, contract, or subcontract exceeding \$100,000 at any tier under a Federal grant;

(3) A contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding \$150,000; or,

(4) A contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement,

**Shall file a certification, and a disclosure form, if required, to the next tier above.**

(e) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (a) or (b) of this section. That person shall forward all disclosure forms to the agency.

(f) Any certification or disclosure form filed under paragraph (e) of this section shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31, U.S. Code.

(g) For awards and commitments in process prior to December 23, 1989, but not made before that date, certifications shall be required at award or commitment, covering activities occurring between December 23, 1989, and the date of award or commitment. However, for awards and commitments in process prior to the December 23, 1989 effective date of these provisions, but not made before December 23, 1989, disclosure forms shall not be required at time of award or commitment but shall be filed within 30 days.

(h) No reporting is required for an activity paid for with appropriated funds if that activity is allowable under either subpart B or C.

## SAFE OPERATION OF MOTOR VEHICLES

### Seat Belt Use

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

## Distracted Driving

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

## SIMPLIFIED ACQUISITION THRESHOLD

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

## SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

Applies to States –

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

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

b. Documents - The State agrees to provide the information required under this provision in the following documents:

- (1) applications for federal assistance,
- (2) requests for proposals or solicitations,
- (3) forms,
- (4) notifications,
- (5) press releases,
- (6) other publications.

## TERMINATION

### Termination for Convenience (General Provision)

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

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

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

### Opportunity to Cure (General Provision)

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

If Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

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

Termination for Convenience (Professional or Transit Service Contracts)

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

## VIOLATION AND BREACH OF CONTRACT

### **Disputes:**

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the agency. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the agencies 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 agencies authorized representative shall be binding upon the Contractor and the Contractor shall abide by the decision.

### **Performance during Dispute:**

Unless otherwise directed by the agencies authorized representative, contractor shall continue performance under this contract while matters in dispute are being resolved.

### **Claims for Damages:**

Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within 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 agencies authorized representative and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Agency is located.

### **Rights and Remedies:**

Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Agency or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

## FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

(1) The contractor certifies that it:

(a) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(b) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.

(2) Flow-Down. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

## TRAFFICKING IN PERSONS

The contractor agrees that it and its employees that participate in the Recipient's Award, may not:

- (a) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;
- (b) Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or
- (c) Use forced labor in the performance of the Recipient's Award or subagreements thereunder.



# Federal Certifications

## CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, \_\_\_\_\_ hereby certify  
(Name and title of official)

On behalf of \_\_\_\_\_ that:  
(Name of Bidder/Company Name)

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. 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.,

Name of Bidder/Company Name: \_\_\_\_\_

Type or print name: \_\_\_\_\_

Signature of authorized representative: \_\_\_\_\_ Date \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

## GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

Recipients, contractors, and subcontractors that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person (found below); or (c) adding a clause or condition to the contract or subcontract.

**Instructions for Certification:** Signing below indicates the prospective lower tier participant is providing the signed certification.

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

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

a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:

1. Debarred,
2. Suspended,
3. Proposed for debarment,
4. Declared ineligible,
5. Voluntarily excluded, or
6. Disqualified

**b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:**

1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
2. Violation of any Federal or State antitrust statute, or,
3. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,

c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,

d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,

e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,

f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:

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

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

1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:

- a. Debarred from participation in its federally funded Project,
- b. Suspended from participation in its federally funded Project,
- c. Proposed for debarment from participation in its federally funded Project,
- d. Declared ineligible to participate in its federally funded Project,
- e. Voluntarily excluded from participation in its federally funded Project, or
- f. Disqualified from participation in its federally funded Project, and

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

**Certification**

Contractor: \_\_\_\_\_ Signature of Authorized Official: \_\_\_\_\_ Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Name and  
Title of Contractor's Authorized Official: \_\_\_\_\_