1. Welcome – Matt Sturgis, Chairman

2. Acceptance of 10/01/19 minutes (Attachment A)

3. Staff Report (Attachment B)

4. Project List (Attachment C)

5. Transit Tomorrow Vision Statement (Attachment D)- 15 min.

Staff Report

To understand how to prioritize limited funds to meet the needs and desires of our residents and businesses, Transit Tomorrow, the long range public transportation plan for the region, will be guided by a vision for Southern Maine’s transit network. To that end, PACTS with guidance from the Transit Tomorrow Project Advisory Committee, has undertaken an extensive process to solicit public input, engage stakeholders, document outcomes from prior plans, and review best practices from peer agencies. The results of this work are a proposed vision that is comprehensive and deliberate, and has broad stakeholder and public buy-in.

The PACTS Executive Committee is being asked to endorse a vision. Below is the draft, proposed vision:

“Using our region’s public transportation is faster and more affordable than driving a car. Our system is funded sustainably and provides reliable and seamless transportation for our community, including commuters, mainland and island residents, and those with limited mobility options. Our communities support the long-term viability of public transportation by focusing new homes and jobs where people already live and work. To accomplish this, we envision a public transportation system that:

1. **Stimulates Economic Development**: Public transportation connects people to opportunity and jobs, building a stronger regional workforce and economy.

2. **Enhances Great Places**: New public transportation investments support housing and job
growth in priority centers, reinforcing walkable neighborhoods, villages and downtowns, and helping to preserve the region’s natural areas.

3. **Reduces climate pollution**: Public transportation plays a critical role in reducing the region’s greenhouse gas emissions by providing a viable alternative to driving. The public transportation network is resilient to extreme weather events and long-range climate stresses.

4. **Expands Mobility**: Public transportation offers a robust, inclusive system for those who use it. Access to bus stops, terminals and stations is safe for people of all abilities, and connects to the region’s sidewalks, trails, bike network, roadway improvements and new mobility options. Our region pursues mobility management innovations and partnerships that reduce costs and coordinate resources to meet people’s needs.

5. **Elevates the Customer Experience**: The region’s public transportation agencies collaborate to create a safe and seamless system for people. Technology is leveraged to provide unified tools that make it easy for customers to use the network.”

*Proposed Action: Review, modify as needed, and endorse the Transit Tomorrow vision statement.*

6. **Transportation Improvement Program Funding Request - 10 mins**

**Staff Report**

The city of Portland Brighton Avenue roundabout project has a funding deficit based on the bids the city has received. The city is requesting to shift funding from the Washington Ave intersection improvement project to fund accommodate the funding deficit in the Brighton Avenue roundabout project. Today the committee needs to discuss and possibly approve the reallocation of funds from the Portland Washington Avenue intersection project to the Portland Brighton Avenue roundabout project.

*Proposed Action: Discuss and approve the reallocation of Federal Highway capital funding from the Portland Washington Avenue project to the Portland Brighton Avenue roundabout project.*

7. **Portland Transportation Center Relocation Analysis - 10 mins**

**Staff Report**

GPCOG staff has been participating in a MaineDOT study, with Concord Coach Lines, the Northern New England Passenger Rail Authority (NNEPRA), the City of Portland, and METRO to analyze the potential to relocate the existing Portland Transportation Center (PTC).

The location of the current PTC requires the Amtrak Downeaster to back up onto a spur to continue service to Freeport and Brunswick. This adds 15 minutes to the service schedule for each trip today. The existing location could also add additional travel time to future, potential expansions of the Downeaster service.
The study team has collected data on the users of both the Downeaster and the Concord Coach services and on the parking needs of both. Several alternatives have been developed, including keeping both services located at the PTC, moving both to the Portland Peninsula along the main line tracks, and bifurcating the bus and train, which would move the train station to the Peninsula but keep Concord Coach at its current location. The study team has developed a public survey to gather input from the public on their preferences for the location of the PTC.

Today, the PACTS Executive Committee will decide if and how PACTS might provide input to the project. Below are options:

1. Stay informed on the information regarding the PTC for information only.
2. Have a full presentation at the January Executive Committee meeting and provide feedback for the study team to review and incorporate.
3. Have a full presentation at the January Executive Committee meeting, provide feedback and recommend a preferred alternative for MaineDOT to consider.

*Proposed Action: Discuss and select an approach for moving forward with the information on the Portland Transportation Center relocation study.*

8. Community Transportation Leaders Presentations - 60 min.

**Staff Report**

This fall, GPCOG staff has been working with 23 engaged and energized participants who are learning about how to get involved with transportation planning and decision-making. The training is part of a larger effort by GPCOG and PACTS to advance the inclusion of underrepresented communities – including older adults, people with disabilities, and people of color. The pilot – including development of a curriculum for future use – was made possible with special funding from the Department of Health and Human Services’ Administration for Community Living (ACL) in collaboration with the Department of Transportation’s Federal Transit Administration (FTA).

Transit Planning 4 All initiative. Training program goals include:

- Supporting community members to gain the knowledge and tools needed for meaningful participation in transportation planning and decision-making.
- Providing a peer-to-peer network to assist participants in acting on the goals they set.
- Enabling decision-makers to hear directly from participants about the transportation needs and experiences of underrepresented communities.
- Acting as a gateway for participation in transportation decision-making

The Community Transportation Leaders training participants are excited to present to PACTS about their top transportation concerns – including why they matter and their ideas for solutions. The presentation will be followed by time for PACTS members to ask questions and share responses.

*Proposed Action: For discussion only.*
9. Transportation Improvement Program Funding Update- 10 mins

Staff Report

During the summer, staff worked with MaineDOT and members to assess the funding deficits in the 2019 PACTS Transportation Improvement Program. As a result, PACTS decided to defer construction by a year for several projects and decided not to select new capital projects to be funded with the 2022 federal allocation. By deferring several projects, PACTS:

- Funded the deficit in the 2019 capital program
- Added 30% more funding to ensure the costs of 2020 collector road projects were anticipated
- Provided additional funding for 2020, 2021 and 2022 projects with anticipated deficits

Today, members will discuss the current estimates and bid environment for the 2020 capital program.

Proposed Action: For discussion only.

10. Funding Prioritization Request for Proposals (Attachment E) 15 min.

Staff Report

As discussed at the October meeting, staff has drafted an RFP for assistance with researching and drafting a scoring framework for prioritizing projects, of all different modes and from different municipalities and agencies, for funding. The RFP includes three major components: research best practices, obtain input from the TIP Committee, and develop a draft scoring framework.

One of PACTS’ important functions is to program state and federal transportation funds, via the Transportation Improvement Program (TIP). PACTS programs these dollars throughout the region and across all modes. While PACTS has approved scoring criteria for Federal Highway Administration capital projects, PACTS does not have an equivalent mechanism for prioritizing transit funding and investments. PACTS intends to develop a comprehensive, consistent, multimodal framework that can be used to select projects for funding. This framework is necessary to ensure PACTS is making the best use of its investments in support of regional goals.

Proposed Action: Approve the draft RFP for consultant support for the development of the transportation funding framework.
11. Federal Transit Administration updates and discussion-60 mins

Staff Report
FTA Region 1 Regional Administrator Peter Butler, Planning Director Kristin Wood, Oversight Director Matt Keamy, General Engineer Syed Ahmed, and Transportation Program Specialist Brandon Burns are expected to attend. They will provide updates from the region and answer questions from Committee members and transit providers.

Proposed Action: For discussion only.
In attendance:

<table>
<thead>
<tr>
<th>Name</th>
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<tr>
<td>Matt Sturgis</td>
<td>Chair</td>
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<tr>
<td>Hope Cahan</td>
<td>Falmouth</td>
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<td>Kevin Sutherland</td>
<td>Saco</td>
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<td>Chris Branch</td>
<td>Portland</td>
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<td>Eric Dudley</td>
<td>Westbrook</td>
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<td>Art Handman</td>
<td>South Portland</td>
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<td>Jack DeBeradinis</td>
<td>RTP</td>
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<td>Robert Curry</td>
<td>York County Community Action</td>
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<td>Chris Mann</td>
<td>MaineDOT</td>
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Staff:

- Kristina Egan
- Sara Zografos

Guests:

- Tamara Hudd | USM Student

1. **Welcome/Introductions/Sign-In – Matt Sturgis, Chair**

Matt opened the meeting at 8:30 a.m.
2. **Acceptance of 9/3/19 minutes (Attachment A)**
The September minutes were accepted unanimously with no discussion.

3. **Staff Report (Attachment B)**
Sara Zografos noted that the Technical Committee would be doing a synergy meeting, discussing upcoming projects and making sure there are no redundancies or overlap.

The Transportation Climate Initiative (TCI) has been in development since 2008. Different state administrations are in the process of signing on to create a mechanism to reduce greenhouse gas emissions from the transportation sector, similar to the Regional Greenhouse Gas Initiative (RGGI) which capped the greenhouse gas emissions from powerplants and assigned a cost to emissions allowances. Overtime the cap reduced and the price went up and the money that was generated from that went into energy efficiency and renewable energy investments. Kristina noted the idea is to put a price on carbon and the money generated goes into investing in transportation that would further reduce carbon pollution. Kristina noted that GPCOG was invited to participate on Governor Janet Mills’ Climate Council Transportation Working Group.

The Transportation Climate Initiative has not been widely discussed in Maine and PACTS should be aware of this emerging multi-state agreement. The structure would be to price carbon, raise money, and put the money back into transportation. PACTS may want to provide input into how these new potential transportation funds should be expended. Kristina anticipates that there may be two strategies for reducing greenhouse gases – one that is more metro focused, and one that is more rural focused. Members suggested addressing land use and sprawl, increasing the number of fast chargers for electric vehicles, and continued focus on the regional traffic signals to reduce congestion.

A member asked about the air quality regarding carbon emissions. Kristina advised if you address greenhouse gas emissions, you’d be most likely addressing other types of pollution and causes of asthma, but the focus of this project is to reduce greenhouse gases.

4. **Project List (Attachment C)**
Sara highlighted that at the Policy Committee meeting, the goal is to have the status of all the projects, and it would be a comprehensive snapshot.

5. **Transportation Improvement Program Amendments (Attachment D)**
Sara noted there are 3 TIP amendments to comply with the statewide STIP. She advised the first one is a grant funded through the state, but some of the money will be going to South Portland. The second is a grant from the federal highway to continue the mobility management and the third is a grant that Casco Bay received from FTA to continue work on the ferry terminal.
Sara noted the only public comment received was on the ferry terminal. One person supported the idea and another comment was regarding Casco Bay operations, and not directly related to the TIP amendment.

Chris Branch made a motion to approve the following TIP amendments:

1. **New Funding - WIN 24545** - STIC Grant to fund one year of implementation for split signal processing and monitoring. The grant award is for $25,000 ($20,000 federal, $5000 state).

2. **New Funding - WIN 24561** - The Greater Portland Council of Governments received Federal Transit Administration funding to implement the Access and Mobility Grant project *Mobility Solutions for Maine* FTA Grant. The grant total is $300,000.

3. **Budget Increase** - The Casco Bay Island Transit District will receive Federal Transit Administration funding to maintain and upgrade its main passenger ferry terminal to ensure continued service reliability for its passengers. The grant total is $3,440,000.

The motion was seconded by Hope Cahan. All were in favor.

**6. Prioritizing Transportation Funding (Attachment E)**

Sara explained that PACTS programs capital funding and has a process by which we select projects. There is a TIP subcommittee, a combination of all different Transit, Planning, Technical and Policy sub committees. Sara noted that we do not have a similar way of programing public transportation dollars. This proposal is to have a joint committee with the TIP subcommittee and the Transit Committee to develop the framework for programing all the transportation dollars.

Sara explained PACTS would convene that committee in December and members would work on setting the framework and reviewing how the allocation of funding is done in other areas.

Chris Branch made the motion to create an ad hoc transportation funding committee composed of the PACTS TIP Committee and the PACTS Transit Committee. The motion was seconded by Eric Dudley. All were in favor.

**7. Unified Planning Work Program Funding Request (Attachment F)**

Last November the committee was asked for planning funding with local match from Westbrook to look at a transit hub on the Rock Row site. This is a partnership with the developer. The City of Portland had agreed to fund $10,000 in this partnership. Upon review, it was asked why Portland cannot provide a match, like Westbrook did.
Chris Branch made the motion to approve an allocation of $8,000 ($2,000 local match) of current UPWP funds to the Westbrook Development Transit Hub analysis. Eric Dudley seconded the motion. All were in favor.

8. Unified Planning Work Program Funding Match
Sara advised at the last meeting there was discussion that rather than having all municipalities pay in for the UPWP, it would be broken down by planning efforts. Sara noted they were hoping municipalities would provide matches on the High Crash Locations and Regional Traffic Management Systems. Sara posed a question of whether we want to do a straight-line match required from all PACTS municipalities, or whether it should be done by project location. As an example, if Portland has 10 high crash locations in the analysis, they would pay per location, rather than a flat division of money divided between Portland, Westbrook and Cumberland. Sara noted there is no dollar amount for each study right now, but the High Crash Location is matched with state funding, because it’s through the TIP.

Chris Branch made the motion to divide the UPWP match based on number of locations being analyzed for high crash locations and the Regional Traffic Management System per municipality. Hope Cahan seconded the motion. All were in favor.

9. Transit Agency Presentations
Jack DeBeradinis, executive director of Regional Transportation Program (RTP) provided an overview of what RTP does and how they receive funding. Jack stated how RTP is used to help lower income people as well as to help with a variety of other services from grocery shopping to rides for DHHS.

Jack highlighted the Lakes Region Explorer (LRX) and how often it runs, stating that it will be adding a seasonal Saturday service starting this coming year which will go from Memorial Day until Labor Day. In their fiscal year for 2018, Jack stated they provided 133,000 trips to 2,187 people to appointment and other needed services. Jack stated that RTP has purchased land at One Lakeview Drive which they will make the site of their new terminal to help both them the Metro with the current space problem. Their new terminal will include two buildings and will be built by March of next year.

Jack was asked how people apply for RTP’s services, and he stated that they have to apply and meet certain criteria, which are different depending on the service they are applying for. He is also asked how far in advance people need to schedule in order to get a ride. Jack stated that once again this varies depending on the service; certain services you can schedule as late as 5pm the day before, and other services you need a few days of advance notice.

Jack was asked if there is ever any conversation about people moving closer to the services they need. Jack advised that as far as he knows there is not, the man then says that while he understands these people can’t be forced to move, it might be beneficial to talk with them about moving closer to their needed services. Jack also explained that there is usually at least
one person who spends the majority of their time handling Maine care, and that since they need to go through a Maine care broker, it has made it harder for passengers to really communicate with drivers.

A member asked what kind of trainings, if any, the drivers of RTP receive, and Jack stated that the drivers go through extensive trainings from both Maine Medical Center as well as DHHS, they then do two weeks of ride-alongs with an experienced driver before they are even allowed on the road, and they have periodic check ins for their trainings. Jack is asked about the frequency and the number of people that use the LRX. He stated that the frequency isn’t the best currently but that this route will be getting expanded on within the next year and that they have had an exponential growth in ridership over the last year.

Robert Currie from York County Community Action introduced himself, starting with the history of the organization and their purpose (they do a similar service to RTP just for York county).

Robert explained this organization is controlled by a board which is made up of 1/3 low income, 1/3 local government, and 1/3 private sector. About 15,000 people being serviced by this organization over 29 towns. Robert then goes through a timeline of how their services has expanded from where they started in 1969. He explains they provide a variety of services similar to RTP, such as weekly errand runs and medical appointments. Robert explained that a trip from Sanford to Wells and Biddeford reservations are required and are preferred 48 hours in advance. They also use their contracted transport service to provide transport to children and families needing to go to DHHS. A service called “Connected to Cancer Care” is also provided through this program which connects York county residents with transportation to receive the cancer care they need taking people as far as Boston. He noted they also provide similar transportation services to veterans, and both of these services are provided by their “community actions transporters”.

Robert explained that due to of all of the grants they have received, YCCA has been able to provide any York county resident who doesn’t have Maine care with one free trip to any medical appointment, and that all they have to do is make a reservation.

A member asked Robert if people need to make a reservation for cancer transport, or if there is an ‘on call’ service. Robert replied that most people’s cancer appointments are generally made with enough advance notice to make a reservation, but that if they preferred same day pick up/drop off, it might not be able to happen because of how busy they are with the calls that come in. Robert and Jack were asked about their ‘no idling’ policies. Robert explained that they have 3 minute ‘no idling’ policy, however, if it’s below 32 degrees they keep the car running periodically so the driver and passengers stay warm. Jack advised that his company is more flexible with no specific time for their ‘no idling’ policy, and that if their drivers are waiting for extended periods of time, they will turn the cars off unless they’re needed for AC or heat.

Robert was asked if his volunteer drivers are reimbursed and Robert noted that they periodically receive gift cards, but other than that, they simply receive their compensation per
miles driven. Robert also stated they are working with the shuttle bus service to expand a few
different routes and making an easy route between the Saco transportation center and Wells.

9. Adjourn
Hope Cahan made the motion to adjourn. Chris Branch seconded the motion. All were in favor.
Transit Committee Report

The PACTS Transit Committee met on November 14. The Committee is considering adoption of regional fare guidelines. Previous discussions revealed that each agency has its own unique mission and fare-setting policy, processes, and requirements that are governed by different boards and regulatory agencies. The discussions also revealed a shared interest in the development of a regional fare policy. Staff prepared draft guidelines for the Committee’s consideration, and will incorporate the input received into a revised draft for the Committee’s consideration at a future meeting.

The Committee also reviewed a draft template for agencies to utilize in reporting on previously approved Regionally Approved Discretionary (RAD) projects. It had been noted at a previous meeting that transit agencies currently use different formats and approaches in their quarterly reporting on projects. Staff prepared a brief and straightforward template for reporting, with the intent of developing a shared understanding of the projects. A revised draft will incorporate the input received at the meeting.

The Committee also discussed next steps on Automatic Vehicle Location (AVL) systems. AVL is the foundation for real-time route information and trip planning, which the region would like to implement. The system currently in use by some of the agencies has limitations, and the agencies will be looking to solicit new systems in the future. Staff has explored options to develop language for a draft request for proposals which would ensure that whatever systems agencies may use will be able to interface to provide real-time route and trip planning information. The Committee directed staff to continue to pursuing this approach, with the work on developing such a template to begin in 2020.

Technical Committee Update

Throughout November, staff have met with eight PACTS communities to refine their Collector Paving program segments. The meetings with municipal staff have gathered feedback on segment lengths and breaks, the pavement condition index (ratings), and most recent treatment dates. Staff will follow up with communities via a meeting summary and then pass along the information to the VHB, the Collector Paving program consultant. Staff will continue to meet with municipalities throughout December.

Staff received a first draft format for the High Crash Locations report being produced by VHB. Staff convened to discuss modifications to the draft and will provide feedback to the consultant. The final product will include 25 desktop site assessments and 10 in-depth assessments by the consultant.

The Municipal Partnership Initiative application is in the process of being refined. Staff will present changes to the 2020 application form to the PACTS Technical Committee at the December meeting. The changes do not include any change to policy, but instead are intended to result in more consistent application materials to make it easier to compare projects.
PACTS staff will be meeting with municipalities to gather feedback on the collector paving process. The information garnered from these meetings will go towards streamlining the collector paving selection process.

**Region Traffic Management System Update**

Objective: To continue to provide traffic signal engineering services needed to support the PACTS regional traffic management system.

Activities accomplished:
- Contracted with consultants for maintenance and operations of the RTMS region’s signals for the remainder of the year. The contract also includes training PACTS staff to use the ATMS software.
- PACTS staff attended training for the ATMS software, Streetwise, that can access the connected RTMS signals.
- A draft report on the Portland signal evaluation by consultants was submitted and is under review by the City of Portland and PACTS staff.

Upcoming activities:
- Releasing an RFP for the evaluation of approximately 125 signals in the RTMS communities which have not previously been studied and an evaluation of signal communication.
- Resuming meetings with the RTMS committee
1. Transit Supportive Land Use Planning

*Purpose:* Assist transit agencies and municipalities with transit supportive land use planning by developing concept plans around one or to existing or planned transit stops in the region. Concept plans will identify potential policy and infrastructure improvements that support increased density and mixed-use development, and encourage transit use, and strengthen the region’s transit network. This project may serve as a pilot for future UPWP transit-oriented development projects.

*Timeline:* Scheduled to be completed by December 2019.

*Funding Source:* **Federal:** PACTS FHWA Planning Funds; **Local Match:** MaineDOT

*Update:* In South Portland, GPCOG staff has been conducting stakeholder interviews, and developing future development scenarios with Maine Mall Management, South Portland staff and Richardson and Associates. GPCOG staff are currently drafting the concept plan and Richardson and Associates are preparing a final rendering for the area. GPCOG staff are also partnering with Southern Maine Planning and Development Commission to conduct stakeholder meetings to develop a revised scope for the Saco Transportation Center project.

*Project Manager:* Rick Harbison, Senior Planner, rharbison@gpcog.org, (207)774-9891, ext. 213 (for Maine Mall TOD Plan) Steph Carver, Planning Director, scarver@gpcog.org, 207-774-9891 x222 (for Saco Transportation Center)

2. Transportation and Community Well-Being Network

*Purpose:* This mobility management network brings together stakeholders from a range of sectors to work together on improving transportation coordination and access for people who experience barriers. The network includes representatives from human services, health care, transportation, aging, disability and representatives from populations that frequently experience transportation barriers. The Network seeks to:

- Coordinate to address gaps and improve access
- Raise awareness among decision-makers
- Share information and solutions within the Network and beyond

*Timeline:* Meetings are typically held on the 3rd Thursday of each month from 10:30am-noon, at Portland Public Library’s Monument Square location. There was no August 2019 meeting. The next meeting is scheduled for September 19.

*Funding Source:* National Aging and Disability Transportation Center, Community Transportation Association of America, and PACTS 5303 Planning funds.

*Update:* Transit agencies are encouraged to send a representative to meetings of the Transportation and Community Well-Being Network. Meetings are a great forum for getting input from older adults, people with disabilities, and communities of color. Contact Zoe to be included on the agenda.

*Project Manager:* Zoe Miller, GPCOG Director Community Engagement, zmiller@gpcog.org, (207)774-9891, ext. 227.
3. **Regional Transit (RTP) Plan Implementation**

**Purpose:** As part of this year’s UPWP, PACTS is working with the region’s seven transit operators to implement a subset of the 13 recommendations from the regional transit development plan, *Moving Southern Maine Forward*. The first phase of this work is to select which recommendations to advance during the current UPWP period. Input was gathered from PACTS governing bodies, key stakeholders, and the public. Implementation may require assistance from a consultant, depending on the specific needs of the selected recommendations.

**Timeline:** Short-term 6-year plan adopted in December 2017. Long-range vision (Phase 2) began in January 2019 (see PACTS Long Range Public Transportation Plan).

**Funding Source:** Federal: PACTS FTA 5303 Planning Funds; Local Match: GPCOG Member Dues (for phase 1)

**Update:** The PACTS Transit Committee discussed and voted on the top four priorities at the December retreat, committing unanimously to the top priorities of improving connections between routes and schedules and increasing awareness of options with a dedicated website and improved apps, and the lesser priorities of exploring creation of a regional fare payment system and exploring integration between transit agencies, with the understanding that searching for other funding sources is an ongoing activity that underlies these and other initiatives. “The Stupendous Tournament of Transit,” held on June 14, encouraged municipal and community leaders to ride the region’s public transit system. GPCOG staff has met with/scheduled meetings with route planners at six of the seven agencies thus far, to solicit their input on improving connections.


4. **Transit Tomorrow: PACTS Long Range Public Transportation Plan**

**Purpose:** PACTS has kicked off a long-range public transportation plan for Southern Maine. Known as Transit Tomorrow, this planning process centers around creating a 30-year pathway for investments to improve the public transportation network, increasing ridership and connections between housing and employment opportunities. The plan will focus on improving the economy, environment, and quality of life by prioritizing infrastructure investments, shaping economic and housing growth, and preserving the natural environment.

**Timeline:** January 2019- December 2020

**Funding Source:** FTA 5303

**Update:** Our visioning process for this plan is currently underway. This summer we drafted and began implementing a public engagement strategy that outlines a variety of other civic engagement activities. The feedback collected through these activities will inform a vision for the region’s public transportation future. Throughout the fall, we are connecting with PACTS municipalities and other transit stakeholders to gather input for the plan. We are also conducting a scenario planning process that will explore some of the challenges and opportunities facing our public transportation network.

**Project Manager:** Stephanie Carver, Planning Director, scarver@gpcog.org, (207)774-9891, ext. 222; Ryan Neale, Transportation Program Manager, rneale@gpcog.org, (207)774-9891, ext. 229
5. **Transit Stop Access Project Phase II**

*Purpose:* The Transit Stop Access Project is focused on prioritizing, designing and constructing pedestrian and bicycle improvements at and near fixed route bus stops for METRO, Shuttlebus-Zoom, and South Portland Bus Service. In Phase I, an in-depth field assessment was conducted and GPCOG worked with transit agencies operators and key stakeholders to prioritize bus stops for small improvements, ped/bike facilities, and possible locations for construction of mini-hubs. Phase II includes further prioritization, preliminary designs, and development of construction bid packages for the three participating agencies.

*Timeline:* Jan 2018-Dec 2019

*Funding Source:*
- GPCOG Project Management – FTA 5303 Planning Funds (local match from GPCOG member dues)
- Consultants – FTA 5307 with local match from involved transit agencies

*Update:* GPCOG hired McMahon Associates, Inc. to work on Phase II Part A, Conceptual Design Development. The Phase II Part A draft report was provided for comment in September. McMahon is currently incorporating the comments and will provide an updated draft for MaineDOT review later this month. The Phase II Part A final report should be completed by December. The RFP for Phase II Part B should be released shortly thereafter.

*Project Manager:* Aubrey Miller, Transportation Project Manager, amiller@gpcog.org, (207)-774-9891, ext. 202. FMI: [https://www.gpcog.org/transit-stop-access-project/](https://www.gpcog.org/transit-stop-access-project/)

6. **Regional Sign & Shelter Project**

*Purpose:* This project is focused on installation of new bus shelters at high-priority bus stops and installation of new, clearer and more uniform bus stop signs in the PACTS region. In March 2017, South Portland Bus Service decided to withdraw from the project. During 2017, GPCOG provided support to Shuttlebus-ZOOM on designs for new bus stop signs, informed by national best practices and standards. GPCOG also provided METRO with GIS mapping and assistance in selecting an engineering firm for the upcoming round of shelter installations. METRO and ShuttleBus-ZOOM will continue to utilize project funds to install shelters and for design and procurement of signage.

*Timeframe:* Timeframe for when capital funds must be spent is at FTA’s discretion. Exact timing currently unclear.

*Funding Source:* FTA 5307 with local match from involved transit agencies

*Update:* The 2018-19 UPWP does not include project-specific planning support for this project. GPCOG pstaff time is available upon request and will require a determination regarding the funding source.

*GPCOG Contact:* Zoe Miller, GPCOG Senior Project Manager & Public Health Specialist, zmiller@gpcog.org, (207)-774-9891, ext. 227. FMI: [https://www.gpcog.org/regional-sign-shelter/](https://www.gpcog.org/regional-sign-shelter/)
7. **Active Transportation Plan Implementation**

*Purpose:* In October 2018, PACTS adopted *Getting There From Here: A Regional Active Transportation Plan for the PACTS Region*. The plan envisions a complete network of accessible trails, paths, ways, and modes, serving all people and places, promoting a culture of healthy living and a vibrant economy in the PACTS region. This is an update to the 2009 PACTS Regional Bicycle and Pedestrian Plan with an expanded focus that includes public transit, along with health and equity outcomes. *Getting There From Here* offers recommendations for where to invest effort and funding over the next decade.

*Timeframe:* Plan implementation will commence with the 2020-2021 UPWP.

*Funding Source:* Federal: PACTS FHWA Planning Funds; Local Match: MaineDOT

*Update:* N/A

*Project Manager:* Zoe Miller, GPCOG Director Community Engagement zmiller@gpcog.org, (207)774-9891, ext. 227. FMI: [https://www.gpcog.org/active-transportation/](https://www.gpcog.org/active-transportation/)

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8. **Portland Commercial Street Operations and Master Plan Study**

*Purpose:* This study will develop a plan to create a safer and more inviting environment for users of the easterly portion of Commercial Street. The plan will allow Commercial Street to maintain its role as the spine of a great working waterfront, an economic development center, and a nationally recognized retail/tourist destination while enhancing future economic development opportunities for the region.

*Timeline:* Scheduled to be completed by December 2019.

*Funding Source:* Federal: PACTS FHWA Planning Funds; Local Match: MaineDOT, City of Portland.

*Update:* WSP is the consultant for this project. Draft recommendations were considered at a public meeting on August 13.

*Project Manager:* Sara Zografos, Transportation Director, szografos@gpcog.org, (207)774-9891, ext. 211

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9. **Saco/Scarborough Route 1 Complete Streets Plan**

*Purpose:* This project will undertake an assessment of the Route 1 corridor to identify multimodal deficiencies, potential environmental impacts, develop and analyze improvement alternatives and make preferred alternative recommendations from Downtown Saco north to Pleasant Hill Road in Scarborough. Making the corridor more accessible for all modes will help mitigate congestion and improve safety for all users. The recommended design alternatives should aim to meet the needs of drivers of motor vehicles, transit users, bicyclists, and pedestrians.

*Timeline:* Scheduled to be completed by December 2019.

*Funding Source:* Federal: PACTS FHWA Planning Funds; Local Match: MaineDOT, City of Saco, Town of Scarborough.

*Update:* T.Y. Lin is the consultant for this project. The project team has finalized its recommendations following the final round of public meetings in June. A technical advisory committee meeting was held October 10, with edits to be completed and circulated by T.Y. Lin for submission to the PACTS Policy Committee for acceptance at its October meeting with respect to the substantive recommendations, with remaining edits to be integrated and completed before the year-end deadline.

*Project Manager:* Tony Plante, Director of Municipal Collaboration, tplante@gpcog.org, (207)774-9891, ext. 216.
10. Freeport Preliminary Bike/Ped Planning Exit 22

**Purpose:** This project will undertake an assessment of bike/pedestrian accommodations across the I-295 interstate in concurrence with the State’s preliminary design efforts near Exit 22 in Freeport. Specific tasks associated with this effort will include the development of high-level cost estimates, sketches, and pros/cons for the suggested options.

**Timeline:** Scheduled to be completed by December 2019.

**Funding Source:** Federal: PACTS FHWA Planning Funds; Local Match: Town of Freeport.

**Update:** This project was added to the UPWP at the October PACTS Policy Committee meeting. HNTB was hired through a simplified acquisition process to complete the work. A site visit was done in April. The team reviewed the draft report with HNTB on August 6. Freeport solicited comments from their Active Living and Traffic/Parking Committees. The revised draft to be submitted by September 27 for final approval and submission to the PACTS Policy Committee for acceptance at its October meeting.

**Project Manager:** Tony Plante, Director of Municipal Collaboration, tplante@gpcog.org, (207)774-9891, ext. 216.

11. Inclusive Transportation Planning Project

**Purpose:** This project is engaging older adults, people with disabilities, and people of color in driving more inclusive regional transportation planning. This project includes both the PACTS and GPCOG geography. With a second round of funding from the Transit Planning 4 All initiative, GPCOG and PACTS are creating the *Community Transportation Leaders (CTL) Training Program*. This program will help prepare people with lived experience of transportation challenges to be involved in decision-making. The program will also support GPCOG and PACTS leaders in adapting policies and procedures to enable involvement from new stakeholders. Funding is also supporting creation of the Inclusive Planning Toolkit – which will be included in the updates Public Involvement Plan.

**Timeline:** Through December 2019.

**Funding Source:** Transit Planning 4 All – U.S. Administration for Community Living.

**Update:** The Community Transportation Leaders training program begins in October. The Inclusive Planning Toolkit is due to be adopted in as part of the Public Involvement Plan in October.

**Project Manager:** Zoe Miller, GPCOG GPCOG Director Community Engagement, zmiller@gpcog.org, (207)-774-9891, ext. 227.

12. The Shopper Links Project

**Purpose:** The Shopper Links project responds to the need for free and low-cost door-to-door transportation to food shopping strongly expressed by older adults, people with disabilities, and others with low incomes. The project includes the pilot of two services for older adults and people with disabilities in South Portland – a city-wide door-to-door weekly shopper shuttle and on-demand rides, promoting awareness of and access to services, development of a sustainability plan, and disseminating information on the pilot across the region.

**Timeline:** February-October 2019 – recently extended from August to October.
**Funding Source:** National Aging and Disability Transportation Center (NADTC – a program of FTA)

**Update:** The pilot ends in October. GPCOG will develop a brief case study document to share with PACTS members and stakeholders.

**Project Manager:** Zoe Miller, GPCOG Senior Project Manager & Public Health Specialist, zmiller@gpcog.org, (207)-774-9891, ext. 227.

13. Westbrook Transit Oriented Development Transit Hub at Rock Row Development

**Purpose:** This project is a feasibility analysis for a Transportation Hub including a transit passenger facility that provides seamless connectivity between fixed bus routes, a potential rail service, and a parking garage located at the Rock Row development in Westbrook. The study will consider how people utilizing this facility can easily access surrounding residential, commercial and entertainment facilities as well as connectivity from the sidewalks and trails in the proposed development to those beyond. The analysis will provide the basis for recommendations to be integrated into the PACTS Regional Public Transportation Plan and to explore additional funding opportunities.

**Timeline:** Scheduled to be completed by December 2019.

**Funding Source:** Rock Row Developer, City of Westbrook, City of Portland, METRO, Maine Turnpike Authority, PACTS

**Update:** VHB is the consultant. The study team met on July 24 to review tasks and work scope, review an overview of the development, and provide updates on relevant initiatives. The study team met again on October 10 to review possible scenarios for transit facilities at the site.

**Project Manager:** Sara Zografos, Transportation Director, szografos@gpcog.org, (207) 774-9891 Ext. 211
Draft Transit Tomorrow Vision Statement

This Vision Statement is based on findings from prior plans, past meetings, and extensive feedback from the public and Project Advisory Committee. It forms the foundation for future investment in the region’s public transportation system over the next 30 years:

Using our region’s public transportation is faster and more affordable than driving a car. Our system is funded sustainably and provides reliable and seamless transportation for our community, including commuters, mainland and island residents, and those with limited mobility options. Our communities support the long-term viability of public transportation by focusing new homes and jobs where people already live and work.

To accomplish this, we envision a public transportation system that:

**Stimulates Economic Development**
Public transportation connects people to opportunity and jobs, building a stronger regional workforce and economy.

**Enhances Great Places**
New public transportation investments support housing and job growth in priority centers, reinforcing walkable neighborhoods, villages and downtowns, and helping to preserve the region’s natural areas.

**Reduces Climate Pollution**
Public transportation plays a critical role in reducing the region’s greenhouse gas emissions by providing a viable alternative to driving. The public transportation network is resilient to extreme weather events and long-range climate stresses.

**Expands Mobility**
Public transportation offers a robust, inclusive system for those who use it. Access to bus stops, terminals and stations is safe for people of all abilities, and connects to the region’s sidewalks, trails, bike network, roadway improvements and new mobility options. Our region pursues mobility management innovations and partnerships that reduce costs and coordinate resources to meet people’s needs.

**Elevates the Customer Experience**
The region’s public transportation agencies collaborate to create a safe and seamless system for people. Technology is leveraged to provide unified tools that make it easy for customers to use the network.
DRAFT Request for Proposals
Funding Prioritization Framework

RFP Release Date:
Thursday, January 9, 2020

Proposal Submission Deadline:
Thursday, February 6, 2020
4:00 p.m. EST
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Introduction

On behalf of the region’s Metropolitan Planning Organization, the Greater Portland Council of Governments is soliciting proposals for assistance researching and drafting a scoring framework for prioritizing projects—of different modes and from different municipalities and agencies—for funding.

About GPCOG and PACTS

The Portland Area Comprehensive Transportation System (PACTS) is the state’s largest Metropolitan Planning Organization (MPO). Pursuant to federal statute, PACTS was established in 1964 as a collaborative effort of municipal, regional, state and federal representatives responding to the transportation-related goals and objectives of the Greater Portland region and its citizens. The purpose of PACTS is to identify travel patterns in the area, forecast future needs, and develop plans for improvements necessary to maintain a transportation system that will provide for the safe and efficient movement of people and goods in the Greater Portland area.

The PACTS area includes 18 member communities with 7 public transportation providers. The member communities are Arundel, Biddeford, Cape Elizabeth, Cumberland, Falmouth, Freeport, Gorham, North Yarmouth, Old Orchard Beach, Portland, Raymond, Saco, Scarborough, South Portland, Standish, Westbrook, Windham and Yarmouth. The public transportation providers are Biddeford Saco Old Orchard Beach Transit (Shuttlebus Zoom), Casco Bay Island Transit District, Greater Portland Transit District (METRO), Northern New England Passenger Rail Authority, Regional Transportation Program, City of South Portland Bus Service, and York County Community Action Corporation.

One of PACTS’ important functions is to program state and federal transportation funds, via the Transportation Improvement Program (TIP). PACTS programs these dollars throughout the region, across all modes.

In 2018, PACTS and the Greater Portland Council of Governments (GPCOG)—a regional planning agency and economic development district—voted to combine their staffs to better serve the region. The agreement, approved by the governing boards of both organizations, set up a process for a complete merger of GPCOG and PACTS over a three-year period. PACTS will continue to program federal highway and transit funds.

Project Information

Purpose and Need

As mentioned above, PACTS programs funds across all modes. While PACTS has an adopted scoring system used to prioritize FHWA capital projects, it currently lacks a formal mechanism for prioritizing transit projects. PACTS needs to develop a comprehensive, consistent, multimodal framework that can be used to select projects for funding. This framework is necessary to ensure PACTS is making the best use of its investments in support of PACTS’ regional goals.
Background

In 2016, PACTS developed, and the PACTS Policy Committee approved, a new scoring system for FHWA capital projects. The system was designed to help PACTS invest in regionally significant capital improvements across all modes and implement the Priority Corridors and Centers recommendations in the Destination 2040 long range transportation plan. The new scoring system replaced several separate scoring formulas used previously. PACTS first used the new system in 2017 and, as a result, programmed projects that met more of PACTS regional goals and objectives. The scoring system needs to be expanded to cover all projects in all modes.

Scope of Work and Location Map

The scope of work for this project is below, followed by a map of the project location. This scope of work shall be used as a guideline; it is the proposer’s responsibility to provide all necessary services to ensure the project is completed fully and efficiently.

➢ Task 1: Convene/Attend Kickoff Meetings

Convene an initial meeting with GPCOG staff. Attend a kick-off initial meeting of the Transportation Improvement Program (TIP) Committee.

**Deliverables**

- Attendance at and active participation in 2 meetings.
- Written summaries from both meetings highlighting decisions, action items, and next steps.

➢ Task 2: Research Best Practices

Research national examples of frameworks for scoring and prioritizing projects of different modes for funding. Look at frameworks used by the Metropolitan Transportation Commission (San Francisco Bay Area), Sacramento Area Council of Governments (SACOG), San Diego Association of Governments (SANDAG), Atlanta Regional Commission, Chicago Metropolitan Agency for Planning (CMAP), Pioneer Valley Planning Commission (Massachusetts), etc. Seek examples that are simple and applicable to PACTS. Identify portions that are not applicable to PACTS, such as state-specific restrictions on funding sources. Suggest how examples from large regions could be tailored to PACTS. Also review PACTS Bylaws and related documents to determine if any changes are required to fully execute a funding prioritization framework.

**Deliverables**

- Written report on best practices.

➢ Task 3: Obtain Input

Design a process for obtaining input from TIP Committee members, including developing the agendas and meeting materials to solicit input from the TIP Committee in the process of developing a framework. Attend all TIP Committee meetings and facilitate agenda items as needed. Work with staff to engage committee members. Present research to the committee.
Deliverables

- Attendance at and active participation in 5-10 meetings.
- Written summaries from all TIP Committee meetings highlighting decisions, action items, and next steps.

➤ Task 4: Draft Scoring Framework

Draft a proposed scoring framework or framework options, whichever is most applicable based on the ongoing process with the TIP Committee. Develop criteria that are applicable to all modes and all funding streams.

In developing the framework, draw from the following documents:

- Moving Southern Maine Forward
- Destination 2040
- PACTS Reforms
- PACTS Priorities
- Transit Tomorrow Vision Statement

Deliverables

- Draft scoring framework(s).

➤ Task 5: Final Scoring Framework

Work with PACTS staff and the PACTS TIP Committee to select and finalize a scoring framework. Present the framework at a PACTS governing board meeting.

Deliverables

- Scoring framework(s) prepared for approval by PACTS.
- Attendance at and active participation in the PACTS governing board meeting.
- Written summary from the PACTS governing board meeting.

We estimate this work to take 150-200 hours. A framework should be adopted by May 2020.
Instructions for Proposers

Submission Requirements

Please submit two separate proposals by email, a non-price proposal and a price proposal. The proposal titles should be:

1. “PACTS Funding Prioritization Framework Non-Price Proposal”
2. “PACTS Funding Prioritization Framework Price Proposal”

The proposals should be emailed as follows:

1. The first email shall contain the response to Scope of Work with all information required, minus the cost information, and with the following in the subject line of the email:
   
   “PACTS Funding Prioritization Framework NON-PRICE PROPOSAL”

Please limit non-price proposal submissions to a total of 30 pages of content (not including cover and table of contents).
2. The second email shall contain the price/cost proposal to complete the total project scope, itemized by task, with the cost stated as a maximum amount, and with the following in the subject line of the email:

   “PACTS Funding Prioritization Framework PRICE PROPOSAL”

Please submit proposals by email to Aubrey Miller: amiller@gpcog.org.

Proposals will be accepted by email until no later than 4:00 p.m. on Thursday, February 6, 2020. All proposals will be opened and recorded at this time.

GPCOG/PACTS requires that responses include the items listed below in the Non-Price Proposal:

1. Statement of project understanding.
2. Detailed proposal responsive to scope of work.
3. A brief history of the firm(s) including experiences with similar project(s).
4. Names, addresses, and qualifications of any subcontractor(s), including any Disadvantaged Business Enterprise (DBE) participation.
5. A description and samples of relevant products which may provide insight into how similar projects have been approached and executed in the past. Please identify key staff and their role(s) in performing the work plan. Include key references and their contact information.
6. Names and qualifications of specific staff nominated for project, including the proposed Project Manager.
7. A project schedule organized by task, including the timing of proposed meetings and delivery of products.
8. A breakdown of hours by task by key personnel/personnel classification and totals by task and personnel. Do not include hourly rates and cost information in this version.

The Price Proposal shall be provided separately with prices for all required items, broken down by task and key staff. Each proposal will be evaluated for all criteria, and then costs shall be evaluated independently. NO MENTION OF PRICE SHALL BE INCLUDED IN THE NON-PRICE PROPOSAL; OTHERWISE THAT PROPOSAL SHALL BE REJECTED. Using the attached Consultant Cost Proposal Form, provide the Price Proposal including elements of supporting data consisting of the following:

1. **Direct Labor.** Please list all employees including their classifications for the employees who are expected to perform services on this project. Please provide a breakdown of each employee’s salary rate including direct labor, indirect labor, and profit. Please show all calculations in detail and include payroll records supporting these rates. You may use attached “Appendix A-1.”

2. **Indirect Labor (Overhead).** Please provide a copy of your latest audited corporate overhead rate report with supporting documentation

3. **Profit.** The percentage of profit is based on criteria specific to a project including, degree of risk, relative difficulty of work, size of job, etc.

4. **Direct Expenses.** Please provide a breakdown of direct expenses, including mileage, lodging, photocopying costs, etc. anticipated for this project. Direct expenses shall be reimbursed at cost, and travel expenses shall be reimbursed in accordance with the current per diem/mileage rates located at [https://www.gsa.gov/travel/plan-book/per-diem-rates](https://www.gsa.gov/travel/plan-book/per-diem-rates) & [https://www.maine.gov/osc/travel/mileage-other-info](https://www.maine.gov/osc/travel/mileage-other-info).
5. **Subconsultants.** Please identify each effort to be subcontracted. List the selected subconsultant’s name, location, amount proposed and type of contract. Describe the cost or price estimates for each subcontract. Please note that there is no markup allowed on subcontract costs.

6. **Disadvantaged Business Enterprise (DBE).** Please submit the attached DBE form.

### Selection Process

This is a Qualifications-Based Selection process; therefore, non-price proposals alone will be used to select the successful proposer. GPCOG/PACTS staff, along with the TIP Committee, will appoint a Selection Committee. The Selection Committee will include a GPCOG/PACTS staff member, approximately four members of the TIP Committee, and a representative from MaineDOT. The Selection Committee will be geographically and modally balanced.

The Selection Committee will review, evaluate, and rate proposals based on the following criteria:

1. Qualifications and experience of firm and key personnel*  25%
2. Understanding of project objectives     20%
3. Responsiveness to submittal requirements  20%
4. Quality of proposed approach, including cost, schedule, and quality control procedures  20%
5. References         10%
6. Use of Disadvantaged Business Enterprise (DBE)    5%

*The firm or team must demonstrate they have sufficient and appropriately qualified staff to complete the project.

Following evaluation of the written proposals, the Selection Committee will conduct interviews with candidate firms, if deemed necessary. Once the successful proposer has been selected, the government estimate will be compared against the successful proposer’s Price Proposal and contract negotiations will begin. If an agreement cannot be reached with the selected firm, PACTS will negotiate with the next highest-rated firm. Once a contract is executed, the consultant will be instructed to commence work on the project.

GPCOG will ensure that respondents to this request will not be discriminated against based on sex, race, color, creed or national origin in consideration of an award. GPCOG reserves the right to reject any and all proposals, to waive minor irregularities, and to select the proposal which it believes to be most closely matched to its needs. GPCOG is under no obligation to select the lowest cost proposal. It reserves the right to further negotiate with one or more of the firms submitting proposals to ensure that the process to be utilized, and the ultimate product to be received, is to GPCOG’s full satisfaction.

### Consultant Selection Schedule

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<thead>
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<th>Event</th>
<th>Date</th>
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<tbody>
<tr>
<td>RFP released</td>
<td>Thursday, January 9, 2020</td>
</tr>
<tr>
<td>Proposals due</td>
<td>Thursday, February 6, 2020</td>
</tr>
<tr>
<td>Proposal review</td>
<td>February 6-12, 2020</td>
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<tr>
<td>Interviews (if necessary)</td>
<td>February 18-20, 2020</td>
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</tbody>
</table>
Consultant selection            By Tuesday, February 25, 2020
Contract development and signing  February 25-27, 2020
Notice to begin work            By Monday, March 2, 2020

Requests for Clarification

All requests for clarification and additional information must be submitted by 1:00 p.m. on Thursday, January 16, 2020, by email to Aubrey Miller, amiller@gpcog.org. Late requests will not be accepted. Responses will be sent by email to all consultants initially emailed the RFP, and posted on GPCOG/PACTS’ website, http://www.pactsplan.org/, no later than close of business on Thursday, January 23, 2020. GPCOG/PACTS reserves the right to answer or not answer any question received.

Administrative Requirements

Ownership of Submitted Materials: All proposal materials submitted to and accepted by GPCOG in response to this RFP shall become the property of GPCOG and will be retained by GPCOG in compliance with any applicable State of Maine record retention requirements. Any materials submitted are subject to applicable provisions of the Maine Freedom of Access Law, 1 M.R.S. § 401, et seq.

Debarment and Suspension Certification: Read, sign, and attach the Certification Regarding Debarment, Suspension, Ineligibility, and Involuntary Exclusion (Schedules A and B) to your Non-Price Proposal.

Disadvantaged Business Enterprise: All transit agencies comply with Title 49 CFR Part 26, “Participation of Disadvantaged Business Enterprises in Department of Transportation Programs” and encourage minority businesses and women-owned businesses to submit proposals, and further encourage non-minority business firms to contract with minority businesses where subcontracting opportunities exist.

Award Contingent on Availability of Funds: GPCOG reserve the right to withdraw its award arising from this RFP if anticipated or actual funding is withdrawn, reduced, or limited in any way.

Contract Terms and Conditions: The work performed under any contract resulting from this solicitation will be financed in part by a U.S. Department of Transportation Federal Transit Administration Grants. Accordingly, the successful respondent must comply with all terms and conditions prescribed by FTA Circular 4220.1F and all applicable Federal laws and regulations. By submitting a proposal in response to this solicitation the respondent agrees, if selected, to comply with the terms and conditions detailed in Schedule C of this RFP. The successful respondent in Schedule C is defined by the term “Contractor.”

Contract: The successful respondent will enter a contract agreement with GPCOG. GPCOG will oversee and administer the contract on behalf of PACTS. Aubrey Miller of GPCOG will serve as primary contact.

The initial contract term shall be for a period of 12 months, based on available funding and commencing upon approval of the contract documentation. The method of payment for the contract shall be fixed burdened hourly rate with a maximum contract amount.
Schedule A: Certification Regarding Debarment, Suspension, Other Ineligibility, and Involuntary Exclusion (Proposer)

By submitting this Proposal and affixing a signature below, the Proposer certifies that neither Proposer nor its principals or subcontractors:

1. is presently debarred, suspended, proposed for debarment, declared ineligible, or involuntarily participated in this transaction by any Federal department or agency;

2. has within a three-year period preceding this Proposal been convicted of or had a civil judgment rendered against it for 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; violation of federal or state antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in Paragraph 2 of this certification;

4. has within a three-year period preceding this Proposal had one or more public transactions (federal, state or local) terminated for cause or default.

The Proposer agrees to comply with the requirements of 2 CFR Part 180, Subpart C, as adopted and supplemented by U.S. DOT regulations, 2 CFR Part 1200, while this solicitation is pending and throughout the period of any Contract that may arise from this RFP. The Proposer further agrees that it and its affected subcontractors will provide immediate written notice to Greater Portland Council of Governments (“GPCOG”) if at any time the Proposer learns that a subcontractor’s certification was erroneous when submitted or has become erroneous because of changed circumstances.

By submitting this Proposal and affixing a signature below, the Proposal certifies that the above statement is a material representation of fact upon which reliance is placed by GPCOG. If it is later determined that the Proposal knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, GPCOG may terminate this transaction for cause of default.

If the Proposer is unable to certify to any of the statements in this certification, the Proposal shall attach an explanation to this certification and indicate that it has done so by placing an “X” in the following space: _______. (In the explanation, certify to those statements that can be certified to, and explain those that cannot.)
The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. §§ 3801-3812 are applicable thereto.

__________________________________________________________________________  ____________
Signature of Authorized Official                  Date

__________________________________________________________________________
Printed Name and Title of Authorized Official

__________________________________________________________________________
Proposer/Company Name
Schedule B: Certification Regarding Debarment, Suspension, Other Ineligibility, and Involuntary Exclusion (Subcontractor)

The prospective lower-tier participant (Subcontractor) certifies, by submission of this certification, that neither it nor its “principals,” as defined at 49 CFR § 29.105(p), is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

If the Subcontractor is unable to certify to the statement above, it shall attach an explanation, and indicate that it has done so by placing an “X” in the following space: _____.

The Subcontractor certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. §§ 3801-3812 are applicable thereto.

_________________________________________  ____________
Signature of Authorized Official       Date

_________________________________________
Printed Name and Title of Authorized Official

_________________________________________
Subcontractor/Company Name
A. **Federal Requirements; Changes Thereto.** Contractor shall at all times comply with Federal Transit Administration (“FTA”) Circular 4220.1F, as may be amended from time to time, and all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in any grant agreement between FTA and GPCOG and any standard terms and conditions attached thereto (“Grant Agreement”), as they may be amended or promulgated from time to time during the term of this contract. Contractor’s failure to so comply shall constitute a material breach of this contract. Anything to the contrary herein notwithstanding, all FTA mandated terms and conditions set forth in FTA Circular 4220.1F, as may be amended from time to time, and the Grant Agreement shall be deemed to control in the event of a conflict with other provisions contained in this contract. Contractor shall not perform any act, fail to perform any act, or refuse to comply with GPCOG requests which would cause GPCOG to be in violation of any FTA terms and conditions. Contractor agrees to include this contract term, as modified to apply to each subcontractor, in each subcontract issued pursuant to this contract.

B. **No Federal Government Obligations to Third Parties.** Contractor acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the Grant Agreement, absent the Federal Government’s express written consent, the Federal Government shall not be subject to any obligations or liabilities to Contractor or any other person or entity that is not a party to the Grant Agreement. Contractor agrees to include this contract term, as modified to apply to each subcontractor, in each subcontract issued pursuant to this contract.

C. **Conflict of Interest.** By entering into this contract with GPCOG to perform or provide work, services, or materials, Contractor has thereby covenanted that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any interest, which conflicts in any manner or degree with the work, services, or materials required to be performed and/or provided under this contract and that it shall not employ any person or agent having any such interest. In the event that Contractor or its agents, employees, or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such interest to GPCOG and take action immediately to eliminate the conflict or to withdraw from this contract, as GPCOG may require.

D. **False or Fraudulent Statements or Claims.**

1. Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801-3812, and U.S. Department of Transportation (“DOT”) regulations, “Program Fraud Civil Remedies,” 49 CFR Part 31, apply to Contractor’s activities in connection with this Project. Contractor certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with the Grant Agreement or the project for which the contract work is being performed. In addition to other penalties that may apply, Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal Government, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, to the extent the Federal Government deems appropriate.

2. Contractor further acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal Government or includes a false, fictitious, or fraudulent statement or representation in any agreement with the Federal Government in connection with this project or any other Federal law, the Federal Government
reserves the right to impose on Contractor the penalties of 49 U.S.C. § 5323(l), 18 U.S.C. § 1001, or other applicable Federal law to the extent the Federal Government deems appropriate.

3. Contractor agrees to include these contract terms, as modified to apply to each subcontractor, in each subcontract issued pursuant to this contract.

E. Access to Records. Contractor agrees to:

1. Provide to GPCOG, the FTA Administrator, the U.S. Secretary of Transportation, and the U.S. Comptroller General or their duly authorized representatives access to all records to the extent required by 49 U.S.C. § 5325(g). Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed;

2. Maintain all books, records, accounts, and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract except in the event of litigation or settlement of claims arising from the performance of this contract. In such case, Contractor agrees to maintain same until GPCOG, the FTA Administrator, the U.S. Secretary of Transportation, and the U.S. Comptroller General or their duly authorized representatives have disposed of all such litigation, appeals, claims, or exceptions related thereto, or until the end of the regular three-year period, whichever is later, pursuant to 49 CFR Part 18.42.

3. Comply with all applicable State of Maine record retention requirements and applicable provisions of the Maine Freedom of Access Law, 1 M.R.S.A. § 401, et seq.

4. Include these contract terms, as modified to apply to each subcontractor, in each subcontract issued pursuant to this contract.

F. Civil Rights. Contractor agrees to comply with all applicable civil rights laws and implementing regulations including, but not limited to, the following:

1. Nondiscrimination in Federal Public Transportation Programs. Contractor agrees to comply, and assures that each subcontractor will comply, with the provisions of 49 U.S.C. § 5332, which prohibits discrimination (including discrimination in employment or business opportunity), exclusion from participation in employment or business opportunity, or denial of program benefits in employment or business opportunity on the basis of race, color, creed, national origin, sex, disability, or age. Contractor further agrees to comply with FTA Circular 4702.1, “Title VI Requirements and Guidelines for Federal Transit Administration Recipients,” as amended, to the extent consistent with applicable Federal laws, regulations, and guidance, and other applicable Federal guidance that may be issued.

2. Nondiscrimination—Title VI of the Civil Rights Act. Contractor agrees to, and assures that each subcontractor will, prohibit discrimination based on race, color, or national origin and comply with (i) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., (ii) DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of Civil Rights Act,” 49 CFR Part 21, (iii) U.S. Department of Justice (“DOJ”), “Guidelines for the enforcement of Title VI, Civil Rights Act of 1964,” 28 CFR § 50.03, and (iv) all other applicable Federal guidance that may be issued.

3. Nondiscrimination on the Basis of Sex. Contractor agrees to comply, and assures that each subcontractor will comply, with Federal prohibitions against discrimination on the basis of sex, including (i) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq.; (ii) DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities
4. **Nondiscrimination on the Basis of Age.** Contractor agrees to comply, and assures that each subcontractor will comply, with Federal prohibitions against discrimination on the basis of age, including (i) the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, which prohibits discrimination on the basis of age; (ii) U.S. Equal Employment Opportunity Commission ("EEOC") regulations, “Age Discrimination in Employment Act,” 29 CFR Part 1625, which implements the Age Discrimination in Employment Act; (iii) 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; (iv) U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 CFR Part 90, which implements the Age Discrimination Act of 1975, and (v) Federal transit law, specifically 49 U.S.C. § 5332.


Government, and Executive Order 11246, Equal Employment Opportunity,” by ensuring that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their race, color, religion, national origin, disability, age, sexual origin, gender identity, or status as a parent; and (iii) comply with Federal guidance pertaining to Equal Employment Opportunity laws and regulations, and prohibitions against discrimination on the basis of disability. Contractor further agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor further agrees to comply with any implementing requirements that FTA may issue.

7. Contractor agrees to include these contract terms, as modified to apply to each subcontractor, in each subcontract issued pursuant to this contract.

G. Disadvantaged Business Enterprises. 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.

1. GPCOG Statement of Nondiscrimination and DBE Program Compliance. GPCOG, working on behalf of the Operations Group, shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT assisted contract or in the administration of its DBE Program or the requirements of 49 CFR Part 26. GPCOG shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT assisted contracts. The DBE Program, as required by 49 CFR Part 26 and as approved by DOT, of each agency represented by the Operations Group, is incorporated by reference in this Contract. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Contract. Upon notification to the District of its failure to carry out its approved program, the FTA may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. § 3801 et seq.).

GPCOG hereby affirms its intentions to meet all applicable requirements 49 CFR Part 26. GPCOG intends to meet DBE participation commitments by race neutral applications. If race neutral efforts fail to achieve established DBE participation levels, contract goals will be implemented on a project-by-project basis to ensure compliance with 49 CFR Part 26. If goals are imposed, race conscious goals may be higher than the established participation levels. Each Proposer is individually responsible for knowing and complying with any imposed race conscious goals at bidding, award, and execution of the Contract. Failure to comply at bid, award, or in execution of the work can result in bid rejection, overturning of award, or termination of contract.

2. Contractor DBE Program Compliance. To the extent authorized by applicable Federal law and regulation, Contractor agrees to, and assures that each subcontractor will, facilitate participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as Disadvantaged Business Enterprises (“DBEs”), as follows:

Contractor agrees to comply with applicable requirements of (i) Section 1101(b) of SAFTEA-LU, “Moving Ahead for Progress in the 21st Century” (MAP-21), 23 U.S.C. § 101; (ii) DOT regulations, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial
Assistance Programs,” 49 CFR Part 26, and (iii) Federal transit law, specifically 49 U.S.C. § 5332. Without limitation of the foregoing:

(a) Contractor shall maintain compliance with “DBE Approval Certification” throughout the period of Contract performance.

(b) Contractor will not discriminate on the basis of race, color, national origin, or sex in the performance of this contract.

(c) For each subcontract Contractor signs with a subcontractor, Contractor agrees to pay each subcontractor for satisfactory performance of the subcontract no later than thirty (30) days after the Contractor has received payment from GPCOG. Any delay or postponement of payment from the above referenced time frame may occur only with good cause following written approval of GPCOG. This clause applies to both DBE and non-DBE subcontracts.

(d) For each subcontract Contractor signs with a subcontractor, Contractor agrees to return retainage payments to each subcontractor within thirty (30) days after the subcontractor has satisfactorily completed its portion of the work. For purposes of this section, a subcontractor’s work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by GPCOG. When GPCOG has made an incremental acceptance of a portion of this contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed. Any delay in or postponement of payment from the above referenced time frame may occur only with good cause following written approval of GPCOG. This clause applies to both DBE and non-DBE subcontracts.

(e) GPCOG will consider any delay or postponement beyond the thirty (30) day requirements referenced in paragraphs (c) and (d), above, as a violation of contract and federal law that might impact Contractor’s ability to bid on any future contracts. Postponed payments can only be for cause and with written approval of GPCOG.

(f) Contractor agrees to include these contract terms, as modified to apply to each subcontractor, in each subcontract issued pursuant to this contract.

Failure by Contractor to carry out these and any other applicable requirements of 49 CFR Part 26 is a material breach of this contract, which may result in the termination of this contract or such other remedy as GPCOG 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 Contractor from future bidding as non-responsible. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

H. Small & Minority Businesses; Women’s Business Enterprises. Contractor agrees to take all necessary affirmative steps to assure that minority firms, women’s business enterprises, and labor surplus area firms are used when possible. Affirmative steps include: (i) placing qualified small & minority businesses and women’s business enterprises (“SMBWBEs”) on solicitation lists; (ii) assuring that SMBWBEs are solicited whenever they are potential sources; (iii) dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by SMBWBEs; (iv) establishing delivery schedules, where requirements permit, that encourage participation by SMBWBEs; and (v) using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce. Contractor agrees to
include this contract term, as modified to apply to each subcontractor, in each subcontract issued pursuant to this contract.

I. **Debarment and Suspension.** This contract is a covered transaction for purposes of 49 CFR Part 29. Accordingly:

1. Contractor agrees to review, and assures that all subcontractors will review, the U.S. General Services Administration (“GSA”) “System for Award Management,” https://www.sam.gov, if required by DOT regulations, 2 CFR Part 1200, and the Excluded Parties Listing System at http://epls.arnet.gov before entering into any contracts. Contractor further agrees to and assures that all subcontractors will enter into no arrangement to participate in the development or implementation of this project with any party that is debarred or suspended, pursuant to DOT regulations, “Nonprocurement Suspension and Debarment,” 2 CFR Part 1200; U.S. Office of Management and Budget (“OMB”), “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 CFR Part 180, including any amendments thereto; Executive Orders Nos. 12549 and 12689, “Debarment and Suspension,” 31 U.S.C. § 6101 note; and other applicable Federal laws, regulations, or guidance regarding participation with debarred or suspended subcontractors. Contractor agrees to comply with said requirements throughout the period of this contract.

2. Contractor certifies that neither it nor its principals or subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or involuntarily excluded from participation in this transaction by any Federal Department or Agency.

3. Contractor certifies that the above statement is a material representation of fact upon which reliance is placed by GPCOG. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, GPCOG may terminate this transaction for cause of default.

4. Contractor agrees to include these contract terms, as modified to apply to each subcontractor, in each subcontract issued pursuant to this contract.

J. **Fair Labor Standards.** Contractor agrees to comply, and assures that all subcontractors will comply, with the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201, et seq., to the extent that the FLSA applies to employees performing project work involving commerce, and as the Federal Government otherwise determines applicable.

K. **Employee Protections—Wage and Hour Requirements.** Contractor agrees to comply, and assures that all subcontractors will comply, with all applicable Federal laws and regulations providing wage and hour protections for nonconstruction employees, including (i) Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3702, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. Department of Labor (“DOL”) regulations, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to Contract Work Hours and Safety Standards Act),” 29 CFR Part 5. Accordingly, Contractor shall comply with the following contract terms and insert said terms in full in any contract or subcontract, if the contract or subcontract may require or involve the employment of laborers or mechanics and if it is not contemplated that the contract or subcontract will be a contract for supplies, materials, or articles ordinarily available in the open market or any other type of contract exempt from the Contract Work Hours and Safety Standards Act, pursuant to 40 U.S.C. § 3701(b):
1. **Overtime Requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

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

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

4. **Subcontracts.** Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

L. **Energy Conservation.** Contractor agrees to comply with the mandatory energy efficiency standards and policies within the applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. § 6321 et seq.

M. **Fly America.** Contractor agrees to comply with the “Fly America Act,” 49 U.S.C. § 40118, in accordance with GSA regulations, 41 CFR Part 301-10, which provide that recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S 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. If a foreign air carrier was used, Contractor shall submit an appropriate certification or memorandum adequately explaining why service by a U.S. 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 agrees to include this contract term, as modified to apply to each subcontractor, in each subcontract issued pursuant to this contract that may involve international air transportation.

N. **Patent Rights -** If any invention, improvement or discovery is conceived or if it is actually reduced to practice in the course of or under Contractor’s performance under the Agreement, and that invention, improvement or discovery is patentable under the laws of the United States of America or
any foreign country, Contractor agrees to notify GPCOG immediately and provide a detailed report. Unless the Federal Government later makes a contrary determination in writing, the rights and responsibilities of GPCOG, Contractor, any subcontractor and the Federal Government pertaining to that invention, improvement or discovery will be determined in accordance with applicable Federal laws and regulations, and including any waiver thereof. Unless the Federal Government later makes a contrary determination in writing, Contractor agrees that, irrespective of its status or the status of any subcontractor (at any tier), Contractor will transmit to FTA those rights due the Federal Government in any invention resulting from the Agreement as described in U.S. Department of Commerce Regulations, “Rights Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” 37 C.F.R. Part 401.

O. Rights in Data and Copyrights - All ownership, property and copyrights throughout the world in any photographs, artwork, logos, trade names, trademarks, service marks, copy, text or information assembled or created pursuant to the Agreement (“Material”) shall belong to and hereby are assigned to GPCOG. In accordance with 49 C.F.R. §§ 18.34 and 19.36, the Federal Government has reserved a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for Federal Government purposes, (i) any Material developed under the contract or any subcontract, whether or not a trade name, trademark or service mark has been developed, or a copyright has been obtained or any other property right registered; and (ii) any such rights that GPCOG or contractor may purchase or otherwise acquire ownership.

Contractor may not publish or reproduce any recorded information, whether or not copyrighted, that is delivered or specified to be delivered to the Federal Government under a grant agreement between GPCOG and any agency of the Federal Government (“Subject Data”), in whole or in part, or in any manner or form, nor may Contractor authorize others to do so, without in each instance, the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public. All copyrights in any information created pursuant to this Agreement shall belong to and hereby are assigned to GPCOG. In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, 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, (i) any Subject Data developed under this Agreement or any subcontract under this Agreement, whether or not copyright has been obtained; and (ii) any rights of copyright to which GPCOG or Contractor purchases ownership with Federal Assistance. Without limiting the generality of the foregoing, under certain circumstances, the Federal Government may make available Subject Data derived under this Agreement or a copy of Subject Data first produced under this Agreement to other grant recipients or Municipalities.

Contractor agrees to indemnify, save and hold harmless GPCOG and FTA against any liability including costs and expenses resulting from any willful or intended violation by Contractor or its contractors and subcontractors at any tier, of property rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Project.

P. Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, 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 GPCOG requests which would cause GPCOG to be in violation of the FTA terms and conditions.

Q. Termination Provisions - GPCOG shall have the right to terminate the Agreement for convenience, in accordance with 49 C.F.R. § 1836(i)(2). Any termination for convenience by GPCOG shall not excuse GPCOG’s obligations under the Agreement arising prior to the effective date of such termination.

Contractor recognizes and agrees that the FTA may suspend or terminate the Project for various reasons set forth in the Master Agreement at Section 11, that such termination may act to cancel or invalidate certain obligations incurred by FTA prior to the termination date, and that such Termination may act to relieve GPCOG of such obligations as well.

R. Lobbying – To the extent applicable, Contractor agrees that it will not use Federal assistance funds received from GPCOG to support lobbying or to pay any person or organization to influence or attempt to influence an officer or employee of any federal department or agency, a member of Congress, a member of a State legislature, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal grant, cooperative agreement, or any other Federal award used for the Project (“Lobbying”), and it will comply with applicable requirements of U.S. DOT regulations “New Restrictions on Lobbying,” 49 C.F.R. Part 20, modified as necessary by 31 U.S.C. § 1352. Prior to execution of this Agreement Contractor has provided, and hereafter upon notice from GPCOG Contractor will provide, to GPCOG (i) a certification that Contractor has not used Federal assistance funds for Lobbying and (ii) if applicable, Contractor’s statement disclosing any Lobbying that it has undertaken with funds other than Federal appropriated funds. Contractor shall include the requirements of this paragraph in any third-party agreement with a contractor or any subrecipient and require such contractors or subrecipients to extend applicable requirements to all subcontractors at any tier in connection with the Project. Contractor agrees to maintain a file with all such certifications as part of the records required to be maintained.

S. Resolution of Dispute, Breach or Other Litigation - FTA and the GPCOG have a vested interest in the settlement of any dispute, default, breach, or litigation involving any federally-assisted third-party contract. Contractor agrees to pursue all legal rights available under any third-party subcontract. FTA and GPCOG reserve the right to concur in any compromise or settlement of any third-party subcontract claim involving Contractor. Contractor agrees to notify FTA and GPCOG of any current or prospective major dispute, breach, default, or litigation pertaining to any third-party subcontract. If Contractor seeks to name the Federal Government or GPCOG as a party to litigation for any reason, in any forum, Contractor agrees to inform the FTA and/or GPCOG, as applicable, before doing so. The Federal Government retains the right to a proportionate share, based on the percentage of the Federal share committed to the Project, of any proceeds derived from any third-party recovery. If the third-party subcontract at issue contains a liquidated damages provision, Contractor agrees to credit any liquidated damages recovery to the Project unless the Federal Government permits otherwise.

In the event of any failure on the part of Contractor or GPCOG to comply with any of its obligations contained in the Agreement and the continuation of such failure for a period of thirty (30) days after receipt of notice thereof from the other party, the other party shall have the right, at its option, to declare a default. Upon giving the party in default an additional notice of thirty (30) days and an opportunity to cure the default, the party not in default may terminate the Agreement. The rights to terminate shall be in addition to the other rights and remedies provided hereunder as well as
those available, at law or in equity, including claims for money damages and specific performance, which remedies will be cumulative.
REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General

II. Nondiscrimination

III. Nonsegregated Facilities

IV. Davis-Bacon and Related Act Provisions

V. Contract Work Hours and Safety Standards Act Provisions

VI. Subletting or Assigning the Contract

VII. Safety: Accident Prevention

VIII. False Statements Concerning Highway Projects

IX. Implementation of Clean Air Act and Federal Water Pollution Control Act

X. Compliance with Governmentwide Suspension and Debarment Requirements

XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in any lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor’s own organization and with the assistance of workers under the contractor’s immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid contractor and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 do not apply to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (20 USC 701), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27, and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with the requirements of the Equal Opportunity Clause in 41 CFR 60-1.1(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (20 USC 701), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27, and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, Executive orders, rules, regulations (28 CFR 35, 29 CFR 1830, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contract's project activities under...
this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1030 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

“It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training.”

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: “An Equal Opportunity Employer.” All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are
applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor’s work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph shall be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor shall advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor’s association acting as agent, will include the procedures set forth below:

a. The contractor shall use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union, the contractor will provide sufficient referrals to the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT’s U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR 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 contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1352. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor
will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term 'facilities' includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages
   a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

   Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill except as provided in 29 CFR 5.5a(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates contoured under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1371) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

   b. 1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

      (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

      (ii) The classification is utilized in the area by the construction industry; and

      (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

   2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

   3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or
will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.2 or 1.b.3 of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payments, advances, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

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

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall be set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347_instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain full the social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the DOT, the FHWA or the Wage and Hour Division of the Department of Labor, upon investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or any other person who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5(a)(3)(i) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 51 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire workforce under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeymen's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeymen wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in compliance with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontractors. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

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

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 6 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor’s firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).


V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.8. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

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

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

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall hold any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.
VI. SUBLetting OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.110).

   a. The term “perform work with its own organization” refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

       (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

       (2) the prime contractor remains responsible for the quality of the work of the leased employees;

       (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

       (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission or payroll, statements of compliance and all other Federal regulatory requirements.

   b. “Specialty items” shall be construed to be limited to work (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations, (b) such such or its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not constitute a relief to the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision applies to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other necessary actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit anyone, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof shall have right or entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision applies to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Wilful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project.

18 U.S.C. 1020 reads as follows:
“Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of the work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both.”

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, designs-build contracts, subcontracts, lower tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more — as defined in 2 CFR Parts 180 and 1250.

1. Instructions for Certification – First Tier Participants:
   a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
   b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

   c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

   d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if at any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

   e. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “participant,” “person,” “principal,” and “voluntarily excluded,” as used in this clause, are defined in 2 CFR Parts 180 and 1250. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

   f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

   g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions,” provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

   h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epis.gov), which is compiled by the General Services Administration.
1. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

2. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for 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; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are 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 enumerated in paragraph (a)(2) of this certification, and

4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default;

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more – 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “participant,” “person,” “principal,” and “voluntarily excluded,” as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contractor). “Lower Tier Covered Transactions” refers to any covered transaction under a grantor or subgrantee of Federal funds and a participant (such as the prime or general contractor). “Lower Tier Participant” refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not debarred, suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epis.gov), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the
department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended or proposed for debarment or suspended, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (40 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

   a. 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 Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

   b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form 113, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

2. 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.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.
ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL where the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

   a. To the extent that qualified persons regularly residing in the area are not available.

   b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

   c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor’s permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.
### Consultant Cost Proposal Form

**PACTS**

**CONSULTANT'S DETAILED COST PROPOSAL FORM**

<table>
<thead>
<tr>
<th>Consultant Positions</th>
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<tbody>
<tr>
<td>#</td>
<td>Task Descriptions</td>
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**TOTAL HOURS**

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**DIRECT LABOR TOTAL**

| $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |

**DIRECT EXPENSES**

| Subconsultant 1-List Name | $0.00 |
| Subconsultant 2-List Name | $0.00 |
| Mileage (currently $0.44 per mile) | $0.00 |
| Postage | $0.00 |
| Printing | $0.00 |
| Other | $0.00 |
| Other | $0.00 |

**TOTAL DIRECT EXPENSES**

| $0.00 |

**TOTAL DIRECT EXPENSES**

| $0.00 |

**Overhead %**

| 0.00% | $0.00 |

**Profit/fee %**

| 0.00% | $0.00 |

**Subtotal**

| $0.00 |

**Total Direct Expenses**

| $0.00 |

**Total Proposed Cost**

| $0.00 |
Appendix A-1: Method of Payment, Employee Names/Classifications & Rates

**METHOD OF PAYMENT**

- Adjustable Burdened Hourly Rate: ________________
- Adjustable Burdened Hourly Rate - Fixed Overhead: ________________
- Cost Per Unit of Work: ________________
- Cost Plus Fixed Fee: ________________
- Lump Sum: ________________

**Consultant Name:** ________________  
**Date:** ________________

**Employee Name/Classification & Rate:**

Please indicate the Employee Names/Classifications and rates that will be used to fulfill the requirements of this contract.

<table>
<thead>
<tr>
<th>Employee Name &amp; Classification</th>
<th>Actual Rate Paid *</th>
<th>Allowable Direct Labor Hourly Rate</th>
<th>Overhead %</th>
<th>Profit/Fixed Fee %</th>
<th>Burdened Hourly Rate</th>
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* *I certify that this rate is the actual rate paid to this employee under this firm's payroll.*

By: ___________________________  
Date: _________________________

[Name/Title Printed]

I certify that the foregoing signature is true and accurate, and if electronic, I further certify that it (a) is intended to have the same force as a manual signature, (b) is unique to myself, (c) is capable of verification, and (d) is under the sole control of myself.
Disadvantaged Business Enterprise (DBE) Form

MaineDOT CONSULTANT’S DBE/SUBCONSULTANT
PROPOSED UTILIZATION FORM

Must be provided by the Consultant as an attachment to Technical Proposals for New Contracts
and Contract Modifications

Consultant Firm (Prime): ______ __________ Prime Consultant Firm is a Maine Certified DBE: Yes [ ] No
Contact Person: ________ Telephone: ______ Fax: ______
E-mail: ________ Date of Execution: ______
Contract/Modification Amount: ________ Project Location: ______
Federal Project PIN #: ______

TOTAL ANTICIPATED DBE: ______ % PARTICIPATION FOR THIS CONTRACT

<table>
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<tr>
<th>WBE</th>
<th>Non DBE</th>
<th>Subconsultant Firm Name</th>
<th>Description of Work</th>
<th>Anticipated $ Value</th>
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Subconsultant Total >

DBE Total >

*Note: this information is used to track and report anticipated DBE participation in all federally funded MaineDOT contracts. The anticipated DBE amount is voluntary and will not become a part of the contractual terms.

(Mainedot internal use only)

Form received: __/__/____ Verified by: ____________________________

Civil Rights Office Representative

[ ] FHWA  [ ] FTA  [ ] FAA  [ ] FRA  [ ] MARAD

For a complete list of certified firms and company designation (WBE/DBE) go to
http://www.maine.gov/mdot/civilrights/dbe/