

Request for Proposals (RFP) for Technical Assistance

**The Portland Area Comprehensive Transportation System (PACTS)
Transit Stop Access Project – Phase II Part A: Conceptual Design Development
Thursday, November 15, 2018**

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Proposals are to be received at PACTS no later than:
Thursday, December 13, 2018
4:00 p.m. EST

The Portland Area Comprehensive Transportation System (PACTS), as the federally designated Metropolitan Planning Organization (MPO) for the Portland, Maine Urbanized Area, requests proposals from qualified engineering consulting firms to implement Phase II Part A of the PACTS Transit Stop Access Project (TSAP). The project will be overseen by PACTS and the TSAP Project Management Team, which is convened by PACTS and includes representatives from the three participating transit agencies: Greater Portland Transit District (METRO), ShuttleBus-ZOOM (SBZ), and South Portland Bus Service (SPBS).

Consultant teams should demonstrate experience and qualifications in transportation planning and engineering, with particular expertise in transit, multi-modal design, and knowledge of best practices in the design of facilities that improve access and safety for all users, including riders of bus transit, pedestrians and bicyclists, and drivers of motor vehicles.

PACTS has budgeted \$150,000 for this project. A final budget will be negotiated with the selected consultant that accurately reflects the expected scope of work.

I. PURPOSE AND NEED

The purpose of the TSAP is to: 1) improve transit stop accessibility at high-priority stops around the PACTS region; 2) develop new regional transit hubs; and/or 3) improve bicycle and pedestrian facilities within 0.5 mile of existing transit stops. The TSAP will utilize up to \$2 million of FTA 5307 funding to make capital improvements to accomplish these project goals. The need for these improvements is documented in the many studies performed over the years and referenced herein.

II. BACKGROUND

The TSAP aims to improve access to fixed route bus service across the region. The project has three main areas of focus, the “project elements”:

1) Improve Transit Stop Accessibility at High-Priority Stops in the PACTS Region

There is considerable need throughout the PACTS region for improved access to transit stops for pedestrians and people using wheelchairs or other mobility devices. Many of the approximately 650 unique transit stops around the PACTS region have accessibility challenges, including inadequate or absent curb ramps, landing areas, and adjacent sidewalks. The project anticipates making such improvements – including rehabilitating sidewalks and curb ramps – at an estimated 120 locations.

2) Develop New Regional Transit Hubs

One of the final remaining capital improvement recommendations of the [2007 Regional Transit Coordination Study](#) is to further improve transit provider coordination by building or designating transit centers (or mini-hubs) at minor transfer areas. Installation of these mini-hubs may also provide an opportunity for public-private partnerships to defray operating expenses, such as through on-site advertising and/or the licensing of space for small scale retail, such as cafes and newsstands. Such partnerships might enable upgraded seating and services such as heating and

restrooms which are not normally found at transit stops. The project anticipates the construction of an estimated one to three mini-hubs.

3) Improve Bicycle and Pedestrian Facilities at and to Existing Transit Stops

Pedestrian facilities at select stops can be enhanced through improvements such as safer street crossings, pedestrian refuges, street furniture such as covered seating, lighting, trees, and traffic calming measures. Better facilities for cyclists at transit centers or mini-hubs would also improve customer service. Such accommodations include adding or improving bicycle storage such as by adding racks, covering racks, and increasing security around bicycle parking locations through lighting and security cameras. In some cases, it might be appropriate to add dedicated locked bicycle parking rooms paid for by user fees. The project anticipates improving bicycle and pedestrian facilities at an estimated 20 locations.

Phase I of this project was completed in December 2017, and included project scoping, prioritization, and development of an implementation framework. The Phase I report provides the following information:

1. Identifies high-priority bus stops for accessibility improvements.
2. Defines amenities for and possible locations of new regional transit mini-hubs.
3. Provides a menu of bicycle and pedestrian improvements for implementation within a half mile of existing transit stops.
4. Develops recommendations for a project management structure to be used in Phase III.

As part of the planning and prioritization process in Phase I, it was decided that only three of the four regional fixed route bus services would participate in the design and construction phases of the project: METRO, SBZ, and SPBS. These three agencies will be members of the TSAP Project Management Team, along with the PACTS Project Manager. This Team will appoint a Selection Committee, if needed, and approve selection of the Phase II Part A consultant, meet as needed to review the consultant's work, and then select projects for the preliminary and final design efforts.

Phase II Part A of the project will include the final project prioritization, development of conceptual designs with cost estimates, and related services. After approval of the conceptual plans, the second part of Phase II—Part B—will include the preliminary and final site design and engineering, and development of project bid and construction documents. Phase III will implement the bidding process and administer the construction contracts.

III. SCOPE OF WORK

As noted above, Phase II of the TSAP will involve two major stages of design: Part A, conceptual design development, and Part B, preliminary and final designs, including project bid and construction documents. This RFP and the following scope of work covers Part A. In 2019, a second Phase II RFP will be released to hire a consultant to provide services for Part B. The Consultant hired for Part A will be eligible to apply for Part B. Tasks for Phase II Part A are as follows:

➤ TASK 1: Documents Review and Development of Project Elements Summary by Agency

- A. Identify and review relevant documents from completed and in-progress studies and plans, and the Transit Stop Access Project Phase I Report.
- B. Use the TSAP Phase I Report to create an annotated summary of project elements for each of the three participating agencies. This summary will be finalized with the PACTS Project Manager. Each of the three summaries should include:
 - A master list of the proposed bus stop locations showing the type of infrastructure improvements (accessibility, ped/bike, mini-hub) proposed at/near each stop. This list should include all 200 stops in the original inventory and will enable each agency to see where the three types of improvements overlap at one bus stop. The list should also indicate if the stop is

shared with other transit agencies, and other relevant information as determined by the TSAP Project Management Team.

- Detailed notes on bus stop locations that are included in other studies and plans (e.g., local Capital Improvement Plan (CIP), Transportation Improvement Plan (TIP), and MaineDOT workplans) and analysis on how that may impact the inclusion of a bus stop location in this project.

Product Deliverables:

Draft and final memos including three (3) agency-specific summaries. The memos will include notes on locations that should be discussed for possible removal from the project. The memos will include a brief overview of the plans and studies consulted. The memos will be provided in printed and electronic format and included in the draft and final project reports.

➤ **TASK 2: Agency and Stakeholder Meetings and Development of Budget Split**

- A. Convene one meeting with each of the three agencies—including relevant agency and/or municipal staff and regional planning agency staff—to review the agency-specific summaries developed in Task 1. Appropriate members of the TSAP Advisory Group¹ should be invited to these meetings. Desired outcomes of these meetings include:
 - Decisions on bus stop locations to remove from and/or add to project resulting in final lists of prioritized locations.
 - Decisions on priority project elements (i.e., do the agencies and stakeholders wish to pursue one or more mini-hubs?).
 - Input on budget split for the approximately \$2 million in 5307 funding and match shares.
- B. Convene a meeting with the TSAP Project Management Team to discuss input from individual meetings and decide on the budget split for the approximately \$2 million in 5307 funding and match share of each agency. Desired outcomes from this meeting include:
 - Agreement on the budget split for the approximately \$2 million in 5307 funding and match share of each agency.

Product Deliverables:

- Three transit agency meetings and one meeting with the TSAP Project Management Team. Written summaries from each meeting.
- Draft and final memos documenting the project budget split and match share by each agency and updated versions of the three (3) agency-specific summaries of the proposed locations showing the type of infrastructure improvements (accessibility, ped/bike, mini-hub) proposed at/near each stop. The memos will be provided in printed and electronic format and included in the draft and final project reports.

➤ **TASK 3: Field Work and Concept Refinement with Preliminary Cost Estimates**

This Task involves a reconnaissance-level review of priority locations for all three agencies and work with the participating agencies and appropriate municipal staff (Planning and Public Works) to determine project elements to be included in conceptual designs. The Consultant will:

¹ The TSAP Advisory Group will include one representative from each of the transit agencies participating in the project, one representative from PACTS, one representative from SMPDC (Southern Maine Planning & Development Commission), and three to five representatives from PACTS-member municipalities who bring knowledge and skills in the areas of public works, engineering, planning, and economic development.

- A. Examine and document the existing conditions and land use context at each location and review local standards and applicable ordinances.
- B. Develop descriptive lists of improvement elements for each bus stop location with preliminary cost estimates.
- C. Convene one meeting with each of the three agencies, including relevant agency and/or municipal staff and regional planning agency staff. These meetings will be to review the lists and preliminary cost estimates and create a draft list of project elements to be included for conceptual designs.
- D. Collect feedback from the public, including underrepresented populations, on the draft list. Outreach will include the Greater Portland Council of Governments (GPCOG) Transportation and Community Well-Being Network and three (3) listening sessions in relevant communities. Consideration should be given to culturally-appropriate outreach, including use of interpreters.
- E. Meet with each of the three agencies to review public input and create a final list for each agency.

Product Deliverables:

- Six transit agency meetings (two meetings with each agency). Written summaries from each meeting.
- Written summaries of public feedback.
- Draft and final memos summarizing field work findings and public input and identifying the final list of project elements for each agency (using the format of the agency-specific summaries from Task 2). The memos will be provided in printed and electronic format and included in the draft and final project reports.

➤ **TASK 4: Conceptual Design Plans and Cost Estimates**

Based on feedback from the public, transit agencies, and PACTS, the Consultant will prepare and develop conceptual design plans with cost estimates for the identified improvements. The plans will:

- A. Be at an appropriate and agreed-upon scale using aerial photo maps for base information, and include simple shading or line work, with labels, a legend and other information to guide the reader.
- B. Include sidewalk and ramp improvements, possible traffic signal coordination and equipment upgrades, transit stop facility improvements, including plans for bicycle and pedestrian accommodations, and possible streetscape improvements. In the case of transit mini-hubs or shelters, there shall be a section or profile sketch.
- C. Include cost estimates sufficiently detailed for final budgeting purposes that consider the design elements required to meet local standards and practices.
- D. Identify likely right-of-way (ROW) needs for construction (temporary construction easements, easements, acquisition of ROW, etc.).

Product Deliverables:

Conceptual design plan and cost estimate documents will be provided in printed and electronic format and included in the draft and final project reports.

➤ **TASK 5: Draft and Final Project Reports**

The Consultant will prepare and deliver in printed and electronic formats a draft report to the TSAP Project Management Team, then schedule and conduct a final review meeting. After the meeting, the Consultant shall make any appropriate revisions and prepare a revised draft final report for submission to MaineDOT. The draft final report must be received by PACTS and MaineDOT no later than September 30, 2019 to allow sufficient time for review by all parties and for incorporation of changes. The Consultant will incorporate any

comments from PACTS, the participating transit agencies, and MaineDOT, and then deliver the final report in printed and electronic formats.

Product Deliverables:

- Final review meeting and written summary from the meeting.
- The final report, including GIS and design files, will be provided in electronic format, along with seven printed copies.

IV. SUBMISSION REQUIREMENTS

Please submit **TWO SEPARATE** proposals by **EMAIL**, a non-price proposal and a price proposal.

The proposal titles should be:

1. **“PACTS Transit Stop Access Project – Phase II Part A Non-Price Proposal”**
2. **“PACTS Transit Stop Access Project – Phase II Part A Price Proposal”**

The non-price proposal and price proposal 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 subject line labeled:

“PACTS Transit Stop Access Project – Phase II Part A 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 subject line labeled:

“PACTS Transit Stop Access Project – Phase II Part A 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, December 13, 2018.** All proposals will be opened and recorded at this time.

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 services.
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.
6. Key references and contact information for relevant projects.
7. Names and qualifications of specific staff nominated for project, including the proposed Project Manager.
8. A project schedule organized by task, including the timing of proposed meetings and delivery of products.
9. 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.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 subconsultant costs.
- 6) **Disadvantaged Business Enterprise (DBE).** Please submit the attached DBE form.

V. SELECTION PROCESS

This is a Qualifications-Based Selection process, and therefore technical proposals alone will be used to select the successful proposer. The TSAP Project Management Team will appoint a Selection Committee, which will consist of representatives from PACTS and the participating transit agencies, and anyone else PACTS or the agencies feel will be helpful in the decision, including but not limited to MaineDOT and other parties or organizations with interest in the project.

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

(1) Firms Qualification(s)*	Prerequisite
(2) Understanding of project objectives	30%
(3) Responsiveness to submittal requirements	30%
(4) Quality of proposed approach	20%
(5) References	15%
(6) Use of Disadvantaged Business Enterprise (DBE)	5%

*Note: The selected firm or team must demonstrate that they have sufficient and appropriately qualified staff to complete the project. This will include a currently licensed Maine Professional Engineer (PE).

Following the evaluation, the Selection Committee will conduct interviews with candidate firms. 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.

VI. CONSULTANT SELECTION SCHEDULE

Solicitation sent out:	Thursday, November 15, 2018
Proposals Due:	Thursday, December 13, 2018
Proposals Review:	December 17-21, 2018
Interviews	January 8-10, 2019
Consultant Selection:	By Tuesday, January 15, 2019
Develop and Sign Contract:	January 15-17, 2019
Notice to Consultant to begin work:	By Tuesday, January 22, 2019

PACTS 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. PACTS 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. PACTS 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 PACTS' full satisfaction.

VII. QUESTIONS AND CLARIFICATIONS

Questions will be accepted until 1:00 p.m. on Thursday, November 29, 2018. Questions will be answered by Thursday December 6, 2018 by email to all consultants initially emailed the RFP and by posting on the GPCOG website.

All questions and clarifications shall be directed to Aubrey Miller, PACTS Project Manager: amiller@gpcog.org or (207) 774-9891. PACTS reserves the right to answer or not answer any question received. Late requests for clarification will not be accepted.

VIII. 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 submission.

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 the PACTS Transit Committee. 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 burdened hourly rates 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

**SCHEDULE C:
FTA REQUIREMENTS—PROFESSIONAL SERVICES (LESS THAN \$150,000)**

- 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(I), 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 Receiving Federal Financial Assistance," 49 CFR Part 25; and (iii) Federal transit law, specifically 49 U.S.C. § 5332.
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.

5. Nondiscrimination on the Basis of Disability. Contractor agrees to comply, and assures that each subcontractor will comply, with the following Federal laws and regulations against discrimination on the basis of disability: (i) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities; (ii) the Americans with Disabilities Act of 1990 ("ADA"), as amended, 42 U.S.C. § 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; (iii) the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities; (iv) Federal transit law, specifically 49 U.S.C. § 5332, which includes disability as a prohibited basis for discrimination; (v) DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27, and "Transportation for Individuals with Disabilities: Passenger Vessels," 49 CFR Part 39; (vi) Joint U.S. Architectural and Transportation Barriers Compliance Board ("ATBCB") and DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38; (vii) DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35, and "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36; (viii) EEOC regulations, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630; (ix) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 CFR Part 64, Subpart F; (x) ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 CFR Part 1194; (xi) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609; and (xii) all other applicable laws and amendments pertaining to access for seniors or individuals with disabilities, and applicable Federal civil rights and nondiscrimination guidance.
6. Equal Employment Opportunity. Contractor agrees to, and assures that each subcontractor will, (i) prohibit discrimination on the basis of race, color, religion, sex, or national origin and comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.*; (ii) facilitate compliance with Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note, and as further amended by Executive Order 13672, "Further Amendments to Executive Order 11478, Equal Employment Opportunity in the Federal 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.

Request For Proposals
PACTS Transit Stop Access Project
Phase II Part A

Attachment: Consultant Cost Proposal Form

PACTS
CONSULTANT'S DETAILED COST PROPOSAL FORM

Consultant Name:
 Vendor/Customer No.:
 Project Title/Location:
 Service Area or Phase of Work:

Orig. Date:
 Revised Date:
 Contact Name:
 Contact e-mail address:

Consultant Positions =>		Classification and/or Employee Name	TOTAL								
#	Task Descriptions	Hours	Hours								
1											0.00
2											0.00
3											0.00
4											0.00
5											0.00
6											0.00
7											0.00
8											0.00
9											0.00
10											0.00
11											0.00
12											0.00
13											0.00
14											0.00
15											0.00
16											0.00
17											0.00
18											0.00
19											0.00
20											0.00
21											0.00
TOTAL HOURS		0.00	0.00								
HOURLY RATE		\$0.00									
DIRECT LABOR TOTAL		\$0.00	\$0.00								
DIRECT EXPENSES											
Subconsultant 1-List Name		\$0.00									
Subconsultant 2-List Name		\$0.00									
Mileage (currently \$.44 per mile)		\$0.00									
Postage		\$0.00									
Printing		\$0.00									
Other		\$0.00									
Other		\$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

NOTE: This proposal form must be accompanied by: (a) Description of Services; (b) Scope of Work; (c) DBE form; (d) Appendix A-1; (e) Certified Payroll; (f) Insurance Certificates; and (g) Subconsultant Proposal.

Total Proposed Cost **\$0.00**

Request For Proposals
PACTS Transit Stop Access Project
Phase II Part A

Attachment: Appendix A-1

Request For Proposals
PACTS Transit Stop Access Project
Phase II Part A

Attachment: Disadvantaged Business Enterprise (DBE) Form

