

# PUBLIC NOTICE

## Notice of Request for Proposal

**REQUEST FOR PROPOSAL NO: PW23-001**

**OPENING DATE AND TIME: 3/2/2023 at 3:00PM MST**

**ADDRESS:**

Annie Meredith, City Clerk  
City of Kingman  
310 N. 4<sup>th</sup> Street  
Kingman, Arizona 86401

Kingman Area Regional Transit (KART), operated by the City of Kingman is requesting proposals from qualified CONSULTANTS for a Transit Center Site Selection and Environmental Analysis. The Short and Long Range Transit Study performed in 2021 identified the need for a dedicated transit center that can better provide safe and efficient service for transit customers. This site will need a comfort station with restroom facilities, a customer service area, administrative offices, be in close proximity to a current KART route and provide enough space to allow for system growth.

Qualified CONSULTANTS who pick up a copy of the Request for Proposal packet or are sent a copy through the City of Kingman’s Public Works Department will be included on the Request for Proposal Holders List. Firms receiving a copy of this packet through any other means (including the City of Kingman website) <http://www.cityofkingman.gov> must register as a Request for Proposal holder with the Public Works Department or to register by email [clarsen@cityofkingman.gov](mailto:clarsen@cityofkingman.gov).

For further information, please submit all questions in writing by email to Curtis Larsen, Public Works Project Manager [clarsen@cityofkingman.gov](mailto:clarsen@cityofkingman.gov) not later than 2/15/2023 which is ten (10) business days prior to the closing date of 3/2/2023.

Responses to questions will be posted on The City of Kingman website at <http://www.cityofkingman.gov> no later than 2/22/23 which is six (6) business days prior to the closing date of 3/2/2023.

Sealed proposals will be accepted until 3:00 PM Mountain Standard Time (“MST”) on 3/2/2023, at the Kingman City Clerk’s Office at the above address. Proposals must be in the actual possession of the City Clerk’s Office on or prior to the exact time and date indicated above. Late or unsigned proposals will not be considered under any circumstances.

**Project funding:** A portion of the funding for this contract will be provided by FTA Section 5311 Grant, Contract Number GRT-22-0008840-T, ALN 20.505, Metropolitan Transportation & State Planning and ALN 20.509, 5311 Rural Area Formula.

**Deliverables:**

- Task 1: Kick off meeting with stakeholders
- Task 2: Project working paper 1 & 2
- Task 3: List of sites considered by the consultant team
- Task 4: Recommendation of most suitable site and justification of selection
- Task 5: Public outreach for recommended site
- Task 6: Final environmental document to be submitted to ADOT for FTA
- Task 7: Final report documenting site selection process and recommended site

## TABLE OF CONTENTS

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Public Notice.....	1
Table of Contents .....	2
I. Introduction/Project Description.....	3
II. Guidelines for Submittal .....	4
III. Response Submission.....	5
IV. Time Frame .....	5
V. Compensation .....	5
VI. Scope of Work .....	6
VII. Qualifications.....	6
VIII. Evaluation/Selection Process.....	5
IX. Additional Terms and Conditions.....	7
X. Project Schedule.....	8
Appendix A: Scope of Work.....	9
Appendix B: Federal Clauses.....	12
Appendix C: Sample Contract.....	32

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## I. INTRODUCTION/PROJECT DESCRIPTION

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Kingman Area Regional Transit (KART) is a rural public transit service in Kingman and the Greater Kingman-Butler area. We have been providing public transportation services to residents and visitors of the Kingman community since April, 2003. KART services are funded through the federal Section 5311 grant program, fare revenue, advertising revenue and the City of Kingman general fund.

We currently offer four deviated fixed routes with several stops along each route to make it easier for residents and tourists to get where they want to go. These stops are conveniently located near various shopping centers, social service agencies, parks and recreation, senior center, doctor's offices, Kingman Regional Medical Center and Mohave Community College. KART routes will deviate, generally up to ¼ mile of the fixed route, to provide pre-scheduled Curb-to-Curb service for individuals who find it difficult to use the fixed route stops.

KART's busiest routes, Yellow and Green operate 6 a.m. to 8 p.m., Monday through Friday. Red and Blue Routes operate 6:00 a.m. to 6:00 p.m. Monday through Friday. All four routes operate on Saturday from 9:00 a.m. to 4:00 p.m. Routes are designed to run in loops that meet hourly at the Wal-Mart transfer center. KART provides an average of 9,700 passenger trips each month. Approximately 3% of those trips are for Curb-to-Curb service.

The Short and Long Range Transit Study identified the need for a transit center that can better provide safe and efficient service for its customers. The current transfer center is located in a small portion of the Walmart parking lot. That location is cramped and requires difficult turning movements for the buses and wheelchair ramps to land in the drive lane.

The need for a comfort station was also identified. There are no restroom facilities or enclosed shelter. This location is not staffed by administrative personnel. The administrative office is located outside of the routes, with the closest stops being approximately one mile away.

The city of Kingman is interested in completing the site selection and environmental review process for a dedicated facility to support transit operations and bus storage.

During the Short and Long Range Transit Study, the study team performed a preliminary site selection screening and identified eight possible locations. For each site identified, a preliminary evaluation was conducted to better understand the feasibility of a transit center at the site. Based upon screening of the attributes, three sites were recommended for further evaluation in transit site selection study and environmental analysis. They are:

- Kathryn Heidenreich Adult Center at Airway Avenue
- Mohave County property east of the Walmart adjacent to the library
- Glen Road and Airway Avenue

In addition to previously identified sites, this study shall evaluate additional site locations that meet the needs of the project scope.

The site should be centrally located near retail and/or medical facilities and adjacent to the KART system with safe and convenient multimodal connectivity.

There should be access and amenities to accommodate four KART bus routes that meet hourly to allow convenient transfer as well as space to allow for future growth. Additional access and amenities are desired to coordinate services with Hualapai Transit.

The facility should include a dedicated customer service area, three administrative and operations offices, a breakroom, restrooms, a small conference room for staff meetings and training and storage space.

Preventive maintenance and repairs will continue to be provided by City of Kingman Fleet Maintenance at the Public Works facility and therefore, full maintenance bays are not necessary. However, an under-roof vehicle bay and bus wash bay are desired to accommodate vehicle cleaning activities. The facility should also provide additional paved surface for the overnight storage of all transit vehicles.

In order to be eligible for grant funding from the Federal Transit Administration several steps are required to begin the development of a transit center. The first step is to conduct a Transit Center Site Selection and Environmental Analysis Study. The Transit Center Site Selection and Environmental Analysis Study will ultimately:

1. Determine the type of structure that is desired for a new transit center,
2. Examine potential sites for the location of the desired structure,
3. Recommend sites that would be most suitable,
4. Obtain public feedback regarding the preliminary sites,
5. Conduct an environmental assessment to identify fatal flaws, and
6. Present funding options for the construction of a new KART transit center and the other uses to be included in the structure.

Following completion of the federally compliant site selection study, which includes identifying environmental justice impacts, potential mitigation and an inclusive public outreach process, the site must secure National Environmental Policy Act (NEPA) clearance from the Federal Transit Administration (FTA).

This study shall follow Federal Requirements including Title VI and other nondiscrimination requirements in accordance with FTA Circulars 4703.01 (EJ) and 4702.1B (Title VI).

This study must conclude with the environmental requirements sufficient to continue design and also to request federal funds towards a facility. It should include material so that a grant application for discretionary funds can be created should a new facility be recommended.

## **II. GUIDELINES FOR SUBMITTAL**

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The RFP respondent shall submit written proposals in compliance with the following requirements:

- Maximum length is 12 pages - page limit is for the proposal content only and does not include covers, cover letter, table of contents, dividers, or resume appendix.
- Standard 8 ½" x 11 page size
- No other page size is allowed
- 11 point font minimum for text content
- 10 point font minimum for tables, charts, graphs, captions, and team organization chart
- Cover letter shall be limited to one page only and must be signed by a party authorized to bind the entity submitting the proposal.
- Include six (6) bound copies, one (1) original, and an electronic copy in pdf format on USB storage device of the complete proposal submittal document.
- Submitted proposals become the property of the City of Kingman and will not be returned.

Faxed or e-mailed responses **will not** be accepted.

All costs incurred for the response preparation, presentation, or contract negotiations are the responsibility of the consulting firm. The City of Kingman will not pay for any information solicited or received.

**\*\* ALL PRIME CONSULTANTS AND SUBCONSULTANTS MUST BE REGISTERED IN THE AZ UTRACS SYSTEM ON THE ARIZONA DEPARTMENT OF TRANSPORTATION (ADOT) WEB SITE PRIOR TO RESPONDING TO THIS SOLICITATION AND MUST COMPLETE AN ON-LINE BIDDERS/PROPOSERS LIST AT AZ UTRACS WEB PORTAL; AND SUBMIT THE CORRESPONDING BIDDERS LIST EMAIL CONFIRMATION WITH THE RFP RESPONSE. \*\***

### **III. RESPONSE SUBMISSION**

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Responses shall be submitted to:

Annie Meredith, City Clerk  
City of Kingman  
310 N. 4<sup>th</sup> Street  
Kingman, AZ 86401

The outside of the response envelope shall indicate the name and address of respondent AND **RFP# PW23-001** must be noted on the outside of the envelope.

Written questions regarding this RFP must be received no later than 10 working days before submittal due date. Questions *may* then be responded to by written amendment to this document. Verbal statements or instructions shall not constitute an amendment to the RFP.

**Late submittals will not be accepted and will be returned to responder.**

### **IV. TIME FRAME**

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The CONSULTANT shall provide a proposed schedule for the completion of the City of Kingman Transit Development Plan and a progress schedule should be provided to illustrate the interrelationships, work tasks, meetings and milestone deliverables.

### **V. COMPENSATION**

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The selected CONSULTANT shall provide a monthly brief written progress report. Additionally, a progress report must accompany each project billing. The report shall include at a minimum, a statement of work accomplished to date and during the billing period, the budgeted amount by work task, and percent completion, the hours expended and cost for the billing period, and the amount spent to date.

All work described in the '*Scope of Work*' shall be completed to the satisfaction of the City of Kingman Public Transit Superintendent and The City of Kingman Public Works Director.

## VI. SCOPE OF WORK

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The Scope of Work is attached in Appendix "A".

## VII. QUALIFICATIONS

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The City of Kingman is requesting professional service CONSULTANT/firm that has demonstrated experience in transit site selection and facility planning. The following items should be included in the response:

1. **Objectives:** A set of proposed technical objectives which the study efforts are to meet. The objectives should clearly and concisely state the intent of the project. They should reflect the proposer's creativity and understanding of the project.
2. **Content of Anticipated Products:** A list of proposed Work Tasks that the CONSULTANT has identified for this project. Each Work Task should include applicable work, issues, problems and potential solutions. There should be an explanation how the anticipated results will be reported. The final Scope of Work will be included in the contract and potential refinements to the Scope of Work may occur.
3. **Project Staff:** Briefly describe how the Work Tasks will be completed through the use of staff assigned to the project. The information should include:
  - CONSULTANT/Firm name and the name of team members
  - Role of each member
  - Percentage of time each member is committed for the contract period
  - Percentage of effort scheduled for each team member on each element of work
  - Provide organizational chart including the project manager
4. **Qualifications and Experience of Staff:** Provide a statement of relevant experience and qualifications of each project team member, as well as length of time with the firm. Any experience listed should be within the past ten (10) years. Any Registrations or Licenses must be in good standing.
5. **Relevant Projects and References:** A list of relevant projects completed in the last ten (10) years must be provided by the proposer and subcontractors. The information provided shall include the following:
  - Project dates (state completed, in progress or planned)
  - Name and address of organization for whom the project was performed
  - Name and current telephone number of individual of the organization who is familiar with the work performed
  - Brief description of the study
  - List of staff of the Firm who participated in the study or plan

## **VIII. EVALUATION / SELECTION PROCESS**

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A Selection Committee will evaluate each RFP according to the criteria below and ranking will be based solely on qualifications of the firm/team. The selection panel will produce a rank-ordered list of at least the top three, but no more than five, firms. Interviews will not be conducted as part of the selection process. The City intends to enter into negotiations with the top ranked firm and execute a contract upon completion of negotiation of fees and contract terms for City Council approval. If the City is unsuccessful in negotiating a contract with the best-qualified team, the City may then negotiate with the second or third most qualified team until a contract is executed, or may decide to terminate the selection process.

Each response submitted will be evaluated as follows:

- 25 points Project understanding and approach
- 25 points Experience and capabilities in development of similar studies
- 25 points Project manager experience and commitment
- 10 points The Firm's team within current and anticipated work load for this project
- 10 points Schedule
- 5 points Cost Proposal

The selection committee will individually evaluate the presentation/interview of each of the candidate firms and rate them accordingly to the aforementioned criteria. The Committee will then formulate a consensus ranking, and the Project Manager will notify each candidate firm's rankings and meet with the top ranked firm for the purposes of negotiating a contract. If negotiations are unsuccessful, the Project Manager will terminate negotiation efforts and open negotiations with the 2<sup>nd</sup> ranked firm. The process will continue until negotiations are successful.

Once a contract/professional service agreement has been successfully negotiated, the contract/professional service agreement will be required to be approved by the City Attorney and the City Council of the City of Kingman.

The City of Kingman reserves the right to reject all proposals and to make an award which is considered to be in the best interest of the city. It is the intent to award the Agreement to the CONSULTANT that most closely meets the specific needs of the City of Kingman.

The City of Kingman reserves the right to withdraw this solicitation at any time without prior notice.

## **IX. ADDITIONAL TERMS AND CONDITIONS**

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1. This solicitation does not commit the City of Kingman to award an Agreement or to pay for costs associated with the preparation of the RFP or pre-agreement expenses.
2. The City of Kingman reserves the right to accept or reject any or all RFP responses received, to cancel all of part of the RFP, or to negotiate with all qualified firms.

3. The City of Kingman may at its discretion, require additional terms and conditions at the time the final Agreement is negotiated. The additional terms and conditions would be for clarification of particular language or correcting errors in the RFP; such as, omissions or misstatements that are discovered.
4. No prior, current or post-award verbal agreement(s) with any officer or employee City of Kingman shall affect, modify or supersede any terms or modifications of this RFP.
5. The Firm/individual chosen, may be required to submit revisions of their responses as a result of negotiations.
6. The selected Firm will be required to furnish evidence of insurance coverage to include, but not limited to Professional Liability, Workers Compensation and automobile. Set limits will be provided at contract negotiations.
7. The selected CONSULTANT and subcontractors will possess any necessary Arizona licenses and permits necessary to operate in the State and will provide evidence of such to the City of Kingman.
8. The selected CONSULTANT and subcontractors shall not assign or subcontract services or responsibilities without prior written approval from the City of Kingman.
9. Any changes to the response requirements will be made by written addendum.
10. The City of Kingman reserves the right to waive any minor irregularities, informalities or oversights in the RFP documents, or any corresponding responses that does not materially affect or alter the intent and purpose of the RFP, that is not in violation of Arizona or Federal Government rules, laws and regulations.

## **X. PROJECT SCHEDULE**

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The following tentative schedule has been prepared for this project:

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|-------------------------------|-------------------|
| • PROPOSAL SUBITTAL DATE      | 3/2/2023          |
| • COMMITTEE REVIEW            | Week of 3/13/2023 |
| • FIRMS NOTIFIED OF SELECTION | Week of 3/27/2023 |



## SCOPE OF WORK

### Overview and Background

Kingman Area Regional Transit (KART) is a rural public transit service in Kingman and the Greater Kingman-Butler area. KART is a division within the City of Kingman Public Works Department that has been providing public transportation services to residents and visitors of our community since April, 2003. KART services are funded through the federal Section 5311 rural grant program, fare revenue, advertising revenue and the City of Kingman general fund.

KART offers four deviated fixed routes with several stops along each route to make it easier for residents and tourists to get where they want to go. These stops are conveniently located near various shopping centers, social service agencies, parks and recreation, senior center, doctor’s offices, Kingman Regional Medical Center and Mohave Community College. Routes will deviate, generally up to ¾ mile of the fixed route, to provide pre-scheduled Curb-to-Curb service for individuals who find it difficult to use the fixed route stops.

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### Need

The Short and Long Range Transit Study identified the need for a transit center that can better provide safe and efficient service for its customers. The current transfer center is located in a small portion of the Walmart parking lot. That location is cramped and requires difficult turning movements for the buses and wheelchair ramps to land in the drive lane.

The need for a comfort station was also identified. There are no restroom facilities or enclosed shelter. This location is not staffed by administrative personnel. The administrative office is located outside of the routes, with the closest stops being approximately one mile away.

### Site Selection and Facility Planning

The city of Kingman is interested in completing the site selection and environmental justice and equity analysis process for a dedicated facility to support transit operations and bus storage.

During the Short and Long Range Transit Study, the study team performed a preliminary site selection screening and identified eight possible locations. For each site identified, a preliminary evaluation was conducted to better understand the feasibility of a transit center at the site. Based upon screening of the attributes, three sites were recommended for further evaluation in transit site selection study and environmental analysis. They are:

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In order to be eligible for grant funding from the Federal Transit Administration several steps are required to begin the development of a transit center. The first step is to conduct a Transit Center Site Selection and Environmental Analysis Study. The Transit Center Site Selection and Environmental Analysis Study will ultimately:

1. Determine the type of structure that is desired for a new transit center,
2. Examine potential sites for the location of the desired structure,
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5. Conduct an environmental assessment to identify fatal flaws, and
6. Present funding options for the construction of a new KART transit center and the other uses to be included in the structure.

Following completion of the federally compliant site selection study, which includes identifying environmental justice impacts, potential mitigation and an inclusive public outreach process, the site must secure National Environmental Policy Act (NEPA) clearance from the Arizona Department of Transportation (ADOT) and the Federal Transit Administration (FTA).

This study shall follow Federal Requirements including Title VI and other nondiscrimination requirements in accordance with FTA Circulars 4703.01 (EJ) and 4702.1B (Title VI).

This study must conclude with the environmental requirements sufficient to continue design and also to request federal funds towards a facility. It should include material so that a grant application for discretionary funds can be created should a new facility be recommended.

## **Location and study area**

The location and study area are within the Kingman city limits.

## **Data Resources**

The City of Kingman has the resources, data and statistical information collected during the Short and Long Range Transit Study readily available to aid in the completion of the desired implementation plan. Updated ridership data, boarding and alighting information, and farebox recovery information are also available and will be provided to the consultant. Any additional requested data can be compiled and available as needed.

## **Overview of Deliverables**

- Task 1: Kick off meeting with stakeholders
- Task 2: Project working paper 1 & 2
- Task 3: List of sites considered by the consultant team
- Task 4: Recommendation of most suitable site and justification of selection
- Task 5: Public outreach for recommended site
- Task 6: Final environmental document to be submitted to ADOT for FTA
- Task 7: Final report documenting site selection process and recommended site

## **Administration**

### **Non-technical**

The study will be overseen by the City of Kingman Project Manager, however, a Project Management Team (PMT) will collaboratively manage the administrative aspects of this study.

The PMT will be comprised of:

- 1) The Project Manager from the City of Kingman
- 2) The Project Manager from the consultant team
- 3) The Transit Superintendent from Kingman Area Regional Transit

Collaboratively, these individuals will be responsible for addressing any issues related to:

- a) Scope
- b) Cost control
- c) Timeliness
- d) Other non-technical issues that might arise during the project period.

## Federal Clauses

### ACCESS TO RECORDS AND REPORTS

- a. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other third-party Contracts of any type, and supporting materials related to those records.
- b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract in accordance with 2 CFR § 200.337.
- d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors’ access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

### RESTRICTIONS ON LOBBYING

Conditions on use of funds.

- (a) No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification, that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.
- (c) Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form if such person has made or has

agreed to make any payment using non-appropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.

(d) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, whether that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.

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

#### Certification and disclosure.

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

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

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

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

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

(2) A Federal loan or a commitment providing for the United States to insure or

guarantee a loan exceeding \$150,000, Unless such person previously filed a

certification, and a disclosure form, if required, under paragraph (a) of this

section.

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

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

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

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

covered Federal action.

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

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

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

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

(4) A contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement, Shall file a certification, and a disclosure form, if required, to the next tier above.

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

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

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

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

## CIVIL RIGHTS LAWS AND REGULATIONS

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

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

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

b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42

U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

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

**3 Nondiscrimination on the Basis of Age.** The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45

C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

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

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

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

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

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

**2. Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation

and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

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

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

## CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards pursuant to 23 CFR § 940. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

## DEBARMENT AND SUSPENSION

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

a) Debarred from participation in any federally assisted Award;



- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## DISADVANTAGED BUSINESS ENTERPRISE (DBE)

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

Though no goal has been assessed for this project, the National DBE Goal is 10%. The State of Arizona's overall DBE Goal is 14.51% and the Race Neutral Goal is 14.51%.

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

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

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

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

## ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

## EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

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

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

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

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

## NOTICE TO THIRD PARTY PARTICIPANTS

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

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

## FLY AMERICA

a) Definitions. As used in this clause—

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

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencies, and

others use U.S. flag air carriers for U.S. Government financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign flag air carrier if a U.S. flag air carrier is available to provide such services.

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

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

Statement of Unavailability of U.S. Flag Air Carriers

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

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

## FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

(1) The contractor certifies that it:

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

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

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

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

## INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

## NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

## NOTIFICATION TO FTA

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third-Party Agreements and must require each Third-Party Participant to include an equivalent provision in its sub agreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

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

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

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

## PATENT RIGHTS AND RIGHTS IN DATA

### Intellectual Property Rights

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

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

Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution. For purposes of this Contract, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

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

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

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

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

3. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall not be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

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

Federal Government under any patent.

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

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

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

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

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

- a. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
  1. Procure or obtain;
  2. Extend or renew a contract to procure or obtain; or
  3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications

equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
  - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- b. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- c. See Public Law 115-232, section 889 for additional information.
- d. See also § 200.471.

## PROMPT PAYMENT

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

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

## SAFE OPERATION OF MOTOR VEHICLES

### **Seat Belt Use**

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company owned vehicles, company rented vehicles, or



personally operated vehicles. The terms “company owned” and “company leased” refer to vehicles owned or leased either by the Contractor or Agency.

### **Distracted Driving**

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

## **SPECIAL NOTIFICATION REQUIREMENTS FOR STATES**

Applies to States –

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

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

b. Documents - The State agrees to provide the information required under this provision in the following documents: (1) applications for federal assistance, (2) requests for proposals or solicitations, (3) forms, (4) notifications, (5) press releases, and (6) other publications.

## **SEVERABILITY**

The Contractor agrees that if any provision of this agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect.

## **TERMINATION**

### Termination for Convenience (General Provision)

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

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

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth

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

#### Opportunity to Cure (General Provision)

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

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

#### Waiver of Remedies for any Breach

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

#### Termination for Convenience (Professional or Transit Service Contracts)

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

#### Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

#### Termination for Default (Transportation Services)

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Agency or its agent. The Contractor and Agency shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

#### Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Agency may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Agency resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Agency in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if: 1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and 2. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract. 3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Agency.

#### Termination for Convenience or Default (Architect and Engineering)

The Agency may terminate this contract in whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Agency's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royalty free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor

was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Agency

#### Termination for Convenience or Default (Cost Type Contracts)

The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Agency or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Agency and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of Agency, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a Notice of Termination for Default, the Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

#### TRAFFICKING IN PERSONS

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

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

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION  
(NONPROCUREMENT)

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

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

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

- a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
  1. Debarred,
  2. Suspended,
  3. Proposed for debarment,
  4. Declared ineligible,
  5. Voluntarily excluded, or
  6. Disqualified,
- b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
  1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
  2. Violation of any Federal or State antitrust statute, or,
  3. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,
- c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,
- d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
- e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,
- f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
  1. Equals or exceeds \$25,000,
  2. Is for audit services, or,
  3. Requires the consent of a Federal official, and

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

1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
  - a. Debarred from participation in its federally funded Project,
  - b. Suspended from participation in its federally funded Project,
  - c. Proposed for debarment from participation in its federally funded Project,
  - d. Declared ineligible to participate in its federally funded Project,
  - e. Voluntarily excluded from participation in its federally funded Project, or
  - f. Disqualified from participation in its federally funded Project, and
3. It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

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

**Certification**

Contractor: \_\_\_\_\_

Signature of Authorized Official: \_\_\_\_\_ Date: \_\_\_\_\_

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

Federal Certifications

**CERTIFICATION AND RESTRICTIONS ON LOBBYING**

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

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned 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. Section 3801, et seq., are applicable thereto.

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

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

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

APPENDIX "C"

**SAMPLE CONTRACT**

**AGREEMENT FOR  
CONSULTANT SERVICES  
CITY OF KINGMAN TRANSIT PLAN  
RFP# PW23-001**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between the City of Kingman, an Arizona municipal corporation, hereinafter called "CITY" and "consulting firm name" hereinafter called "CONSULTANT".

**WITNESSETH**

WHEREAS, the CITY wishes to obtain consulting services for a Transit Center Site Selection and Environmental Analysis and other deliverables as described in the attached Scope of Services hereafter called THE WORK, attached hereto and made part hereof as Exhibit A; and

WHEREAS, CONSULTANT has agreed to complete THE WORK as detailed in Exhibit A for a fee not to exceed AMOUNT OF CONTRACT; and

WHEREAS, it has been determined that CONSULTANT is qualified and ready to perform the services as required by this Agreement;

NOW THEREFORE, it is mutually agreed as follows:

**I. CONSULTANT'S DUTIES**

- A. CONSULTANT shall provide all labor, materials, and equipment necessary for the completion of THE WORK
- B. CONSULTANT shall provide electronic and, as applicable, hard copies of all reports, models, plans, drawings and other materials prepared under this Agreement.

**II. CITY DUTIES**

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The CITY agrees to provide information as available and make payment for the work covered under this Agreement in accordance with the following:

- A. The CITY shall provide CONSULTANT with currently available: data, reports, drawings and other information of record as applicable to this project.
- B. The CITY shall pay CONSULTANT for the work performed on a monthly basis, upon receipt of a progress report that coincides with the payment scheduled in Exhibit A. The final payment will be paid after the project is complete and the work is accepted by the CITY.

### III. GENERAL COVENANTS

It is further agreed by the CITY and CONSULTANT as follows:

- A. **TERMINATION OF CONTRACT FOR CAUSE.** If through any cause, and after reasonable opportunity to commence a remedy, CONSULTANT shall fail to fulfill in a timely and proper manner the obligations under the Agreement, or if CONSULTANT shall violate any of the covenants, agreements, or stipulations of this Agreement, the CITY shall thereupon have the right to terminate this Agreement by giving written notice to CONSULTANT of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by CONSULTANT under this Agreement shall at the option of the CITY, become its property and CONSULTANT shall be entitled to receive compensation for any work satisfactorily completed on the date of termination.

Notwithstanding the above, CONSULTANT shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the Agreement by CONSULTANT.

- B. **CHANGES.** The CITY may, from time to time, request changes in the scope of the services of CONSULTANT to be performed hereunder. Such changes, including any increase or decrease in the amount of CONSULTANT compensation, which are mutually agreed upon by and between the CITY and CONSULTANT, shall be incorporated in written amendments to this Agreement.
  - C. **PERSONNEL.** CONSULTANT represents that he has or will secure at his expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have contractual relationship with the CITY. All personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
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- D. **ASSIGNABILITY**. Neither party shall assign, subcontract or transfer their interests, rights or obligations in this Agreement without prior written consent of the other party.
- E. **RECORDS AND AUDITS (Maintenance and Retention)**. CONSULTANT shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Agreement to assure proper accounting for all project funds. A monthly summary of these records will be maintained by CONSULTANT at the completion of the Agreement for retention for five years. Said records shall be made available for inspection at CONSULTANT's offices during normal business hours, upon request, to the CITY and any other body authorized in writing by the CITY.
- F. **FINDINGS CONFIDENTIAL**. All of the reports, data, information, etc., prepared or assembled by CONSULTANT under this Agreement are confidential and shall not be made available to any individual or organization without the prior written approval of the CITY, with the exception of any recording of survey information required by law and with respect to information that:
- 1) becomes generally available to the public other than as a result of disclosure by CONSULTANT or its agents or employees;
  - 2) was available to CONSULTANT on a non-confidential basis prior to its disclosure by City;
  - 3) becomes available to CONSULTANT from a third party who is not, to the knowledge of CONSULTANT, bound to retain such information in confidence.

In the event CONSULTANT is compelled by subpoena, court order, or administrative order to disclose any confidential information, CONSULTANT shall promptly notify CITY and shall cooperate with CITY prior disclosure so that CITY may take necessary actions to protect such confidential information from disclosure.

- G. **COPYRIGHT**. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of CONSULTANT.
- H. **DELAYS**. CONSULTANT shall not be responsible for damages or be deemed to be in default by reason of delays in performance by reason of strikes, lockouts, accidents, acts of God, shortages of materials, delays caused by failure of CITY or CITY's agents to furnish information or to approve or disapprove work promptly or any other event beyond the control of CONSULTANT. In the case of the happening of any such cause of delay, the time of completion shall be extended accordingly.
- I. **CONFLICT OR DISPUTE**. In the event of a conflict or dispute as to the interpretation, application or implementation of this Agreement, either party shall have the right to submit
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the conflict or dispute to mediation in accordance with the rules of the American Arbitration Association then in effect. Any disputes arising from this Agreement in any way and involving an amount of less than \$50,000 shall be settled by arbitration.

- J. **STANDARD OF CARE – PROFESSIONAL SERVICES.** Subject to limitations inherent in the agreed scope of work as to the degree of care, amount of time and expenses to be incurred, and subject to any other limitations contained in this Agreement, CONSULTANT shall perform its services in accordance with generally accepted standards and practices customarily utilized by competent consulting firms in effect at the time CONSULTANT's services are rendered. CONSULTANT does not expressly or impliedly warrant or guarantee its services.
  - K. **RELIANCE UPON INFORMATION PROVIDED BY OTHERS.** If CONSULTANT's performance of services hereunder requires CONSULTANT to rely on information provided by other parties (excepting CONSULTANT's subcontractors) CONSULTANT shall not independently verify the validity, completeness, or accuracy of such information unless expressly engaged to do so by CITY.
  - L. **SEPARABILITY.** In the event any term or provision of this Agreement is held to be invalid and unenforceable, the validity of the other provisions shall not be affected, and this Agreement shall be construed and enforced as if it did not contain the particular term or provision that is invalid or unenforceable.
  - M. **COMPLETION TIME.** The CONSULTANT shall complete the work per the schedule outlined in Exhibit A.
  - N. **INDEMNIFICATION.** To the fullest extent permitted by law, the CONSULTANT shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to reasonable attorney fees, court costs, and the cost of appellate proceedings) to the extent arising out of, or alleged to have resulted from the CONSULTANT's negligent acts, errors, mistakes or omissions relating to professional work or services in the performance of this Contract. CONSULTANT's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damages, loss or expense that is attributable to bodily injury, sickness, disease or death, or injury to, impairment, or destruction of property caused by any negligent acts, errors, mistakes or omissions related to professional services in the performance of this Contract, including any person for whose acts, errors, mistakes or omissions the CONSULTANT may be held legally responsible and liable for under the law.
  - O. **INSURANCE REQUIREMENTS.** The CONSULTANT retained by the City to provide the work or service required by this contract will maintain Professional Liability insurance covering CONSULTANT's negligent acts, errors, mistakes and omissions arising out of the work or services performed by the CONSULTANT, or any person employed by the CONSULTANT, with a limit of not less than \$1,000,000 each claim. Proof of such insurance shall be provided to the CITY.
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The amount and type of insurance coverage as required herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

- P. **COMPLIANCE WITH FEDERAL AND STATE LAWS.** The CONSULTANT understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The Consultant must also comply with A.R.S. § 34-301, “Employment of Aliens on Public Works Prohibited”, and A.R.S. § 34-302, as amended, “Residence Requirements for Employees”.

Under the provisions of A.R.S. §41-4401, CONSULTANT hereby warrants to the City that the CONSULTANT and each of its subconsultants (“Subconsultants”) will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. §23-214(A) (hereinafter “Consultant Immigration Warranty”).

A breach of the Consultant Immigration Warranty shall constitute a material breach of this Contract and shall subject the CONSULTANT to penalties up to and including termination of this Contract at the sole discretion of the City.

The City retains the legal right to inspect the papers of any Consultant or Subconsultant’s employee who works on this Contract to ensure that the Consultant or Subconsultant is complying with the Consultant Immigration Warranty. The City may, at its sole discretion, conduct random verification of the employment records of the CONSULTANT and any Subconsultants to ensure compliance with the Consultant’s Immigration Warranty. CONSULTANT agrees to assist the City in regard to any such inspections. The CONSULTANT and its Subconsultants warrant to keep the papers and records open for random inspection during normal business hours by the City. The CONSULTANT and its Subconsultants shall cooperate with the City’s random inspections including granting the City entry rights onto its property to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

Neither the CONSULTANT nor any Subconsultants shall be deemed to have materially breached the Consultant Immigration Warranty if the CONSULTANT or Subconsultant establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214, Subsection A.

CONSULTANT hereby certifies that is it not currently engaged in, and agrees for the duration of this Contract that it will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.

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IN WITNESS WHEREOF, we have set our hands and seal the day, month and year first above written.

consulting firm name

consulting firm principal name

State of Arizona                    )  
  )ss.  
County of \_\_\_\_\_                    )

Subscribed and Sworn to

Before Me This \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_\_.

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

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

.....

CITY OF KINGMAN, ARIZONA

\_\_\_\_\_  
KEN WATKINS, MAYOR

Attest:  
  
\_\_\_\_\_  
ANNIE MEREDITH, CITY CLERK

\_\_\_\_\_