

PUBLIC NOTICE

Notice of Request for Proposal

REQUEST FOR PROPOSAL NO: RFP# KART-20-001

AZ UTRACS: MPD7095-G1603CKT

OPENING DATE AND TIME: APRIL 8, 2020 3PM MST

ADDRESS:

Annie Meredith, City Clerk
City of Kingman
310 N. 4th Street
Kingman, Arizona 86401

Kingman Area Regional Transit (KART), operated by the City of Kingman is requesting proposals from qualified CONSULTANTS for the FY2020 Kingman Area Regional Transit Short Range (5-year) and Long Range (10-year) Transit Plan. The purpose of the project is to evaluate existing KART services and gauge the need for enhanced or expanded transit service in the community, as well as to prepare for the possible transition from operating a “rural transit system” to that of a “small urban transit system”. The project shall be completed by September 30, 2021 at a cost not to exceed One-hundred and Fifty Thousand Dollars (\$150,000).

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 call (928) 565-1424 to register by phone or email abullock@cityofkingman.gov.

For further information, please submit all questions in writing by email to Andy Bullock, Public Works Project Manager abullock@cityofkingman.gov not later than MARCH 30, 2020 which is seven (7) business days prior to the closing date of APRIL 8, 2020.

Responses to questions will be posted on The City of Kingman website at <http://www.cityofkingman.gov> no later than APRIL 1,2020 which is five (5) business days prior to the closing date of APRIL 8, 2020.

Sealed proposals will be accepted until 3:00 PM Mountain Standard Time (“MST”) on APRIL 8, 2020, 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-18-0007095-T, CFDA 20.505, Metropolitan/State Transportation Planning and Research.

Deliverables: Current Service Gap Analysis; 5-Year Transit Plan; 10-Year Transit Plan; Intercity Transit Study

TABLE OF CONTENTS

Public Notice.....	i
Table of Contents	1
I. Introduction/Project Description.....	2
II. Guidelines for Submittal	2
III. Response Submission.....	3
IV. Time Frame	3
V. Compensation	3
VI. Scope of Work	4
VII. Qualifications	4
VIII. Evaluation/Selection Process	5
IX. Additional Terms and Conditions	6
X. Project Schedule.....	6
Appendix A: Scope of Work.....	7
Appendix B: Federal Clauses.....	16
Appendix C: Sample Contract.....	32

I. INTRODUCTION/PROJECT DESCRIPTION

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 $\frac{3}{4}$ 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.

KART is seeking professional services for a comprehensive review of our system to evaluate all aspects including operating, management and marketing for both short and long range transit planning. As the population in Kingman continues to grow, it is important to plan ahead for the future possibility of exceeding the 50,000 population threshold which would require a transition from Section 5311 rural grant funding to Section 5307 urbanized area grant funding.

The City of Kingman must ensure that the KART program continues to grow in the most efficient way so that the City can continue to meet the needs of our community. KART has received many requests to expand service hours and reduce headway. Service area expansion has also been requested, specifically to the Kingman Airport and Industrial Park.

The study area shall include the City of Kingman boundary limits, the unincorporated area of Mohave County that is currently being served by KART, and the Kingman Airport and Industrial Park.

80% of the funding for this plan is provided by FTA Section 5311 Grant, Contract Number GRT-18-0007095-T, CFDA 20.505, Metropolitan/State Transportation Planning and Research. The remaining 20% local match will be provided by the City of Kingman. This plan shall be completed and final payment made, absolutely no later than September 30, 2021. Cost will not exceed \$150,000.

II. GUIDELINES FOR SUBMITTAL

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

Responses shall be submitted to:

Annie Meredith, City Clerk
City of Kingman
310 N. 4th Street
Kingman, AZ 86401

The outside of the response envelope shall indicate the name and address of respondent AND **RFP# KART-20-001** 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

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. This plan shall be completed and final payment made, absolutely no later than September 30, 2021.

V. COMPENSATION

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

The Scope of Work includes review and incorporation of, as applicable, any Local or Regional Transit Planning Studies. The Kingman Transit Development Plan shall focus on a proposed transit service for the City of Kingman. The City of Kingman operates the Kingman Area Regional Transit (KART) system providing service within the city limits and portions of Mohave County.

The Scope of Work for the Kingman Transit Development Plan includes review and incorporation of applicable information and provisions of previously completed local or regional transit planning studies within the city limits of Kingman, and/or Mohave County and any others that may have an impact on the transit implementation plan that are outside the city limits.

The Scope of Work is provided as a guide to the type of work anticipated to be involved with this type of transit planning project. Proposers are highly encouraged to offer refinements to this Scope of Work in their proposal, highlighting the suggested refinements.

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

VII. QUALIFICATIONS

The City of Kingman is requesting professional service CONSULTANT/firm that has demonstrated experience in transit planning and development of a Transit Feasibility and Implementation Plan. 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

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 Identification of key issues that need to be considered with potential solutions
- 25 points Experience and capabilities in development of similar studies
- 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 2nd 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

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 or 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

The following tentative schedule has been prepared for this project:

- | | |
|-------------------------------|-------------------------------|
| • PROPOSAL SUBITTAL DATE | APRIL 8, 2020 |
| • COMMITTEE REVIEW | WEEK OF APRIL 13, 2020 |
| • FIRMS NOTIFIED OF SELECTION | 4 th WEEK OF APRIL |

APPENIX “A”

SCOPE OF WORK Kingman Transit Development Plan

The Kingman Transit Development Plan project shall include the following tasks, each of which shall include development and provision of a summary working paper with its overview, key points, findings, and recommendations incorporated into the final report.

Task One. Project Management and Coordination:

Provide project management and coordination with city staff and transit stakeholders. The prime CONSULTANT shall also manage and coordinate closely with team sub-CONSULTANTs to ensure on-time delivery and responsive performance. Upon notice to proceed, the CONSULTANT shall develop a refined project scope with input from the Project Manager.

The CONSULTANT shall also prepare a GANTT type (bar chart) project schedule with study milestones, deliverables (working papers, reports’, and draft plans), stakeholder meetings, and key public outreach points.

This task is continuous throughout the length of the Transit Plan development period and to include at a minimum, the following:

- One (1) Public Meeting
- One (1) Stakeholder Meeting
- One (1) Presentation to City Council

Meetings should coincide with Project milestones, such as for example: Project Kick-off, Current Transit Conditions and Systems Evaluation, Draft Transit Plan, Draft Final Implementation Plan; Monthly Progress Reports - to cover accomplishments including a description of completed work, tasks expected to be completed during the next period, explanation of any problems or delays in the reporting period or expected in the upcoming period.

Deliverable: The CONSULTANT shall prepare and provide to the Project Manager a Project Management Plan including a refined scope of work and schedule for the Kingman Transit Development Plan.

Task 2. Public Outreach and Involvement:

The City of Kingman is seeking an innovative public outreach program that will be highly effective in gaining public input and acceptance of the transit plan. This will likely involve the use of web-based tools and social media programs, as well as traditional public meetings. The CONSULTANT is encouraged to propose an outreach program that will increase collaboration, provide better information and input to inform the study team enabling a more efficient transit system design and a more prosperous result.

The CONSULTANT shall conduct information gathering from stakeholder meetings and public surveys to determine:

- the public need and support for expanding transportation opportunities to Bullhead City and/or Lake Havasu City;
- the public’s willingness to use public transportation;
- useful input to help direct both the 5-year plan and the 10-year plan;
- gaps in current service;

The CONSULTANT shall meet with local businesses, industrial managers, and service employers, and groups (e.g. Chamber of Commerce, Kingman and Mohave Manufacturing Association, Kingman Airport Authority, Kingman Regional Medical Center) to gauge interest in a local transit system that could include their potential involvement through incentives to assist their employees and/or customers with transit passes and/or other financial assistance.

The CONSULTANT shall prepare an informational and educational presentation to the City of Kingman Transit Advisory Commission (TAC) as a work-study session. The outcome of this session will be presented to the City of Kingman elected officials at a scheduled Kingman City Council Meeting. This presentation shall include a summary of the findings including current conditions, growth targets, route expansion, and summary of capital and on-going operational costs along with identified funding sources.

The CONSULTANT shall be responsible preparation of all presentation and informational materials for:

- City of Kingman work study sessions;
- City of Kingman City Council Meetings;
- General public meetings;
- Stakeholder meetings;
- Cost of advertisements and outreach activities;
- Preparation of contact lists, public notices, and documentation of the public involvement process;
- Reporting based on input received.

The CONSULTANT is strongly encouraged to consider the use of social media and innovative internet-based survey and outreach mechanisms and strategies to strengthen outreach efforts to reach a broader audience.

Deliverable: The CONSULTANT shall prepare and provide a Public Outreach Plan summarizing all public outreach events, the processes to be employed for public and stakeholder involvement, and the objectives (e.g.- existing conditions, best practices, peer research) to be accomplished and reported.

Task 3. Current Transit Conditions and Systems Evaluation:

The CONSULTANT shall evaluate current transit systems including the FTA Section 5311 grant and City of Kingman funded KART System and all Section 5310 Elderly and Disabled, and Human Service programs.

The CONSULTANT shall collect, compile, evaluate population, socioeconomic, and other related and pertinent data, and conduct research on the value of a transit system to serve the City of Kingman. Service shall be compared with three (3) or more peer agencies in the Southwestern United States.

The CONSULTANT shall gather and review data, and measure performance against national rural standards and local, regional standards for the following metrics and provide a summary of findings:

1. **Quantitative**
 - Passengers per revenue hour
 - Operating cost per mile
 - Operating cost per passenger
 - Subsidy per passenger
 - Farebox recovery ratio
 - On-time performance
2. **Qualitative**
 - Service Coverage
 - Frequency
 - Span of service

- Directness
- 3. **Patron Convenience**
 - Speed
 - Loading time
 - Bus stops
 - Dependability of service
- 4. **Passenger Comfort**
 - Waiting Shelters
 - Bus stop signs
 - Revenue equipment
 - Information dissemination
- 5. **Demand Responsive**
 - Operating cost per hour
 - Service coverage
 - No-shows
 - Trip cancellations
 - On-time performance/reliability
 - Trip denials
 - Reservation system
- 6. **Fleet evaluation**
 - Revenue fleet
 - Non-revenue fleet

Whenever possible, provide graphs and diagrams to depict information.

Deliverable: Findings and conclusions of the current transit conditions assessment shall be presented in a working paper and shall include maps illustrating existing transportation providers' service areas, including origin, destination, and any fixed route services.

Task 4. Future Conditions and Multimodal Assessment:

The CONSULTANT shall assess future conditions for the next ten years, including assessment of public transportation and transit needs, based on projections of:

- Population growth
- 'Aging in Place' of the senior population
- Needs and gaps in public transportation services
- Human service on demand response (5310) programs

A general assessment shall be conducted on other alternative modes of transportation (i.e., pedestrian and bicycles) and how they relate to and interconnect with public transit. Provide information and descriptions of the potential benefits for the proposed transit system and the supporting infrastructure (access routes, shade shelters/bus stops, signage/wayfinding, etc.) that is required for pedestrians and to accommodate bicycles.

The public transportation and needs assessment for the transit system should include viable alternative service routes and extensions into areas not selected as part of the preferred short-range alternative (e.g., Valle Vista, Golden Valley, Bull Mountain, etc.).

The public transportation and needs assessment also include intercity routes connecting Kingman, Lake Havasu City, and Bullhead City.

Previous and current ongoing studies will be utilized and documented for background information and to

inform the Kingman Transit Development Plan.

Deliverable: The findings and conclusions of the future conditions and multimodal assessment shall be documented in a working paper prepared and provided to City of Kingman.

Task 5. Short Range Plan Preparation:

The CONSULTANT shall prepare a short-range plan focusing on services to be immediately or shortly implemented. Task Activities shall include:

- A. **Demand Estimation:** The CONSULTANT shall gauge the potential patronage of short-range transit services. Traditional demand estimation tools often rely on analysis of socioeconomic data to predict populations most likely to use transit, but this only identifies what is typically referred to as “captive riders”; those who cannot make their trip by private auto due to age, income, or disability. This approach tends to ignore “choice” riders, a growing market share for transit. Choice riders make up a significant portion of overall transit users in the Kingman area. Travel distances and times between major attractors and work areas within the City of Kingman may likely make transit an appealing option for an increasing share of the choice rider market.
- B. **Key Trip Destinations:** This task includes identification of destination locations sought by both local and regional travelers. Destinations include, but are not limited to: Medical centers and hospitals; Education centers; Downtown Kingman; Major retail centers; City Hall; public agency service centers; Senior Centers; major employment centers; the major industrial area at the airport; future planned activity centers; high-density residential areas; major parks and recreational areas; resorts, hotels, and motels.
- C. **Key Stop Prioritization:** This step will evaluate, prioritize, and rank the universe of trip origins and destinations (some of which are identified above) to those most likely to generate significant transit ridership during the initial years of service. Future activity is included to map their proximity to initial service routes. Future adjustments to the initial transit system shall be considered and discussed to address providing transit system service to the identified future activity.
- D. **Park-and-Ride Lots and Facilities:** The CONSULTANT’s investigation and assessment shall also include the identification of potential park-and-ride locations and a transit center/hub within the transit system network. A list of parameters shall be provided for any park-and-ride locations identified. The parameters are to include an estimate of the number of parking stalls needed, transit stop facilities, the approximate area of land required, siting options, and other related information.
- E. **Route Development:** Service routes between the proposed transit-served activity centers and transit centers/transfer stations will be identified, delineated and routed to minimize mileage and/or transit time. Hours of operation will be considered and recommended, as should the need for weekend service and hours of operation. While the initial service network may be limited, it shall be designed considering its future expansion as conditions and transit travel demand dictates. Route development to include a feasibility report for an expansion/industrial route designed to get people to and from work to the industrial complex located northeast of Kingman. Route development will also consider environmental justice and Title VI considerations to assure that the needs of minority and low-income groups and neighborhoods are considered and served. The CONSULTANT shall identify at least three alternative approaches to address the service areas identified in this task.
- F. **Fare Structure:** A reasonable fare structure will be developed and recommended. Fare box receipts shall be conservatively estimated as part of the overall system costing and identification of funding sources.

- G. **Americans with Disabilities Act (ADA) Accommodations:** It is initially envisioned that the transit service will be designed as a deviated fixed route service, with route deviations allowed to accommodate the needs of those with disabilities. Vehicles will be required to be lift-equipped. ADA accessibility shall be part of the investigation and siting of transit stop locations.
- H. **Safety, Performance Standards, and FTA Compliance:** The CONSULTANT shall identify and list various safety measures needed to assure that the transit service provided by the professional operator will be maintained at a high level of safety for the passengers and other motorists. On-time performance, vehicular maintenance measures, and recordkeeping requirements shall also be outlined, using best practices from similar transit systems in comparable communities in Arizona. The CONSULTANT shall identify and quantify the portion of the cost of the transit service that will be met with FTA funds, and the sources and amounts of funds needed to supplement the FTA funds.

The Kingman transit system routes, infrastructure, operating parameters, and the professional transit operator procurement documents will be designed and prepared to meet all applicable federal transit safety standards.

The plan must comply with all that applies to long range transit planning including but not limited to: 23 CFR Parts 450 and 500, Title VI of the 1964 Civil Rights Act, 42 USC 2000, Federal-aid Highway Act of 1973, 23 USC 324, Section 504 of the Rehabilitation Act of 1973, 29 USC 794, The Age Discrimination Act of 1975, 42 USC 6101, the Civil Rights Restoration Act of 1987, PL 100-259, Fair Housing Act amendments of 1988 (42 USC 3601-3631), Americans with Disabilities Act of 1990, PL 101-336, the Religious Freedom Restoration Act of 1993, the Stafford Act, as amended in 2000.

Of particular note is Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which established environmental justice as a federal government priority. Environmental justice was initially established in Title VI of the 1964 Civil Rights Act. This Study must examine the potential effects, both positive and negative, that its recommendations/policies may have on minority and low-income populations. Should any disproportionate burden be placed on minority or low-income populations, as a result of this Study, then considerations that dictated this recommendation over alternative actions should be discussed. In addition, a concerted effort must be made to reach minority and low-income populations when conducting the Study's public outreach. Documentation of efforts to address environmental justice issues must be included in the appropriate Study products.

- I. **Transit Stops:** Transit stop locations along the transit routes will be identified and mapped. Individual transit stop improvements are relatively expensive to construct individually as a stand-alone project, but much more affordable when done as part of a larger construction project for the multiple transit stops that will be needed for the initial transit system infrastructure. The CONSULTANT shall develop, as part of this study, a set of recommended transit stop improvements (content, size, location, concept plan) including but not limited to:
- Visual theme, color palette, and branding design for the KART Transit system
 - Signage with posted including schedules and contact information, Wayfinding information, and locations
 - Seating and provisions for shading where a shelter may not be present
 - Shelters at high boarding locations
 - Bus pullout lanes/bays (typical layouts) for traffic safety

Access routes to transit stops shall be scrutinized to identify evident "architectural barriers" with any

needed corrections identified and noted with a mitigating solution. The objective is to provide ADA compliant access routes to/from the origin and destination points. The transit stops shall be sited in locations that will enable a barrier-free design so that those with wheelchairs, walkers, and other mobility aids can safely and conveniently access the transit stop site and transit vehicles. If the initially identified location for a transit stop is determined to be relatively expensive to be designed and constructed to meet ADA and transit standards, an alternate nearby location shall be identified for the transit stop. Cost savings to be identified.

The City of Kingman intends on adopting the recommended design standards for transit stops developed by the CONSULTANT. Future City capital improvement programs can include the design and construction of transit stops and access route ADA improvements as part of major roadway projects and other capital improvement projects. Additionally, as new development and redevelopment occur, transit stop improvements can be added to the various off-site improvements required of them through developer exactions.

Deliverable: The CONSULTANT shall prepare and provide a Short-Range Transit Plan in accordance with the requirements of this task section including the Task 6 financial analysis information.

Task 6. Operation, Marketing, Capital and Financial Plans:

1. **The Operations Plan** provides a framework for the evaluation of service and implementation of service changes and is prescribed for a specific time period. In this case, the Operations Plan will set forth KART objectives with respect to providing fixed route and paratransit service.
 - Current service: Describe the components of the operating plan while providing the level of service that is currently needed.
 - Level of service
 - Cost of service: admin/operating and capital
 - Number of vehicles
 - Number of employees
 - Service Miles
 - Service Hours
 - Safety
 - Change of service (expansion or reduction) Address the need for any perceived expansions or reductions in service. There shall be a rational relationship between this need and the information portrayed in the “Current Transit Conditions and Systems Evaluation” section of this document.
 - Prepare implementation schedule for delivery of recommendations in the Operations Plan.
2. **The Financial Plan** provides expense forecasts, revenue projections (federal, regional and local), fare policy, service agreements, etc., that all tie back to the level of service described in the Operations Plan above. The narrative must specifically explain, and the spreadsheet clearly isolates by year (e.g., through individual line items) the following:
 - Change in fare revenue due to a fare increase or decrease.
 - Change in fare revenue due to a change in the level of service.
 - Change in expenses due to a change in the level of service.
 - Change in expenses due to a labor or service contract change.

All operations expenses and revenues are to be stated in the year of expenditure dollars, with the assumed escalation factors stated.

All sources of revenue shown in the operations and in the capital financial plan should be identified individually.

The basis for the operating cost forecasts shall be clearly portrayed (e.g., cost per service hour and service hours)

3. **The Marketing Plan** discusses marketing strategies to increase ridership. After an assessment of the existing marketing strategies, recommendations shall be provided for new strategies with a specific emphasis on:
 - Timeline
 - Cost
 - Effectiveness of recommended strategy; and
 - Target audience.

The Marketing Plan should include an implementation schedule for delivery of recommendations.

4. **The Capital Plan** discusses capital projects that need to be undertaken within a specified time frame (in this case five years) to support the services and operations set forth in the Operations Plan. After an assessment of current facilities, vehicles, equipment, and tools, recommendations shall be provided for acquiring/rehabilitation and replacement them.
 - Describe and discuss policies (or basis), and justification for replacement / rehabilitation / retrofit of vehicles (revenue and non-revenue):
 - a. Life cycle considerations;
 - b. Passenger amenity considerations;
 - c. Emissions considerations;
 - d. Relationship to operations expansion/contraction.
 - e. Capacity issues
 - Describe and discuss policies (or basis), and justification for facilities replacement / upgrade / expansion
 - a. Discuss current facilities including all bus stops, transit facilities, maintenance and fueling facilities; park and ride lots; vehicle storage/staging; bike facilities, etc. Discuss gaps and a plan to address them.
 - b. Discuss tools and equipment inventory and replacement schedule. Include this in the current/proposed projects list.
 - c. Discuss land owned for transit purposes, the need to acquire land if any, land use policies that are beneficial for transit purposes, any major shifts in policy that can be anticipated while making plans for the future.
 - d. Tie all projected requirements to funding availability as discussed in the financial plan.

The CONSULTANT shall provide planning level budgetary cost estimates for each of the alternative approaches. The budgetary cost estimates will include operating and capital costs, transit stop improvements, and on-going maintenance costs, reasonable and appropriate administrative oversight costs for the City of Kingman, and all other required costs to implement, operate and maintain the proposed transit system. The budgetary level costs for the preferred alternative will be refined to show projected farebox revenues, anticipated one time and recurring federal and state funding, annual City appropriations, advertising income, and revenues from other potential public and private sources.

The CONSULTANT should consider fare options including zone-based fares, electronic fare cards featuring discounted fares for use and affording daily, multi-day, and monthly passes for visitor purpose as well as issuance of senior and disabled rider passes for reduced fare credentialing.

The CONSULTANT shall investigate the challenges and opportunities associated with the development of a Metropolitan Planning Organization (MPO) and the transition from the §5311 General Public Grant Program to the §5307 Small Urbanized Area (UZA) Grant Program. The financial analysis to include Defined financial, administrative, and operational changes associated with the pending transition from §5311 to the §5307 program and develop a plan for the imminent transition.

Deliverable: The findings and conclusions of the Operation, Marketing, Capital and Financial Plans’ completed for this task shall be included in the Short-Range Transit Plan prepared under Task 5.

Task 7. Long Range Vision:

The CONSULTANT shall develop a long-range vision (looking 10 years out) for the Kingman transit system based on the work undertaken and completed in the previous tasks. The long-range vision for the transit system should include viable alternative service routes and extensions into areas not selected as part of the preferred short-range alternative (e.g., Valle Vista, Golden Valley, Bull Mountain, etc.).

The long-range vision should also include collaborating and funding (preliminary budget or cost associated with intercity route development) strategies for intercity routes connecting Kingman, Lake Havasu City, and Bullhead City.

The long-range vision should address the challenges and opportunities associated with the development of a Metropolitan Planning Organization (MPO) and the transition from the §5311 General Public Grant Program to the §5307 Small Urbanized Area (UZA) Grant Program

The CONSULTANT shall identify potential service extensions to anticipated major new attractors and developments in the area (e.g., I-11 corridor TIs, etc.). These future potential route extensions should be logical extensions of the short-range efforts and should include a narrative and a map illustrating the concepts.

Deliverable: The CONSULTANT shall prepare and provide a **working paper** outlining and defining the Long-Range Vision for a transit system to serve the City of Kingman.

Task 8. Performance Measures:

The CONSULTANT shall identify appropriate performance measures for the Kingman Transit System and shall develop an evaluation method to track and monitor the progress of: system setup; implementation progress; procurements process; staffing, ridership, services, funding, and support for the transit system.

The CONSULTANT, working with the City of Kingman staff, shall determine who will be responsible for the monitoring, evaluation, and reporting on performance measures.

Deliverable: A **Performance Measure Plan** shall be prepared to ensure an ongoing process of monitoring the overall progress of all aspects and improvement of the transit system plan.

Task 9. Implementation Plan:

The CONSULTANT will develop an Implementation Plan to include all recommendations based on information gathered in the previous tasks. Recommendations should be presented as a menu of options, including estimated costs for various types of service expansion and/or enhancements.

The CONSULTANT will develop recommendations for plan implementations, including the viability and applicability of a variety of available funding sources with phased and/or prioritized implementation program.

Deliverable: The CONSULTANT shall provide a **DRAFT Final Implementation Plan** report for review by City of Kingman which shall contain the **Performance Measures Plan** developed under the previous Task 8. Following the receipt of comments from the reviewers, a **Final Implementation Plan** and an **Executive Summary** shall be developed and submitted to the Project Manager to include 15 printed and bound hard copies of the **Final Implementation Plan** and a PDF digital copy and original program files contained on a USB drive.

APPENDIX “B”

FEDERAL CLAUSES

Fly America Requirements – Applicability – all contracts involving transportation of persons or property, by air between the U.S. and/or places outside the U.S. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000). Contractor shall comply with 49 USC 40118 (the “Fly America” Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US Government financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

Energy Conservation – Applicability – All Contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000) Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Lobbying – Applicability – Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts over \$100,000 Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

Access to Records and Reports – Applicability – As shown below. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000) The following access to records requirements apply to this Contract:

1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.
2. Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC

5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$250,000.

3. Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where a purchaser which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11).

FTA does not require the inclusion of these requirements in subcontracts.

Federal Changes – Applicability – All Contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000) Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the recipient and FTA, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

No Government Obligation to Third Parties – Applicability – All contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

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

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

Program Fraud and False or Fraudulent Statements or Related Acts – Applicability – All contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

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

false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

(2) If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate. (3) Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Termination – Applicability – All Contracts over \$10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is \$250,000

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

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

c. Opportunity to Cure (General Provision) the recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient shall have the right to terminate the Contract without any further obligation to contractor. Any such termination for default shall not in any way operate to preclude the recipient from also pursuing all available remedies against contractor and its sureties for said breach or default.

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

e. Termination for Convenience (Professional or Transit Service Contracts) the recipient, by written notice, may terminate this contract, in whole or in part, when it is in the recipient's interest. If the contract is terminated, the recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If 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 recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall 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 contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

g. Termination for Default (Transportation Services) If 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 contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall 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 contractor has possession of the recipient goods, contractor shall, as directed by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. Contractor and the recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

h. Termination for Default (Construction) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. the recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. In this event, the recipient 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. Contractor and its sureties shall be liable for any damage to the recipient resulting from contractor's refusal or failure to complete the work within specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the recipient in completing the work. Contractor's right to proceed shall not be terminated nor shall contractor be charged with damages under this clause if: 1. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such causes include: acts of God, acts of the recipient, acts of another contractor in the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and 2. Contractor, within 10 days from the beginning of any delay, notifies the recipient in writing of the causes of delay. If in the recipient's judgment, delay is excusable, the time for completing the work shall be extended. The recipient's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses. If, after termination of contractor's right to proceed, it is determined that contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the recipient's convenience.

i. Termination for Convenience or Default (Architect and Engineering) the recipient may terminate this contract in whole or in part, for the recipient's convenience or because of contractor's failure to fulfill contract obligations. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the recipient all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the recipient's convenience, it shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for contractor's failure to fulfill contract obligations, the recipient may complete the work by contract or otherwise and

contractor shall be liable for any additional cost incurred by the recipient. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

j. Termination for Convenience or Default (Cost-Type Contracts) the recipient may terminate this contract, or any portion of it, by serving a notice of termination on contractor. The notice shall state whether termination is for convenience of the recipient or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the recipient, or property supplied to contractor by the recipient. If termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the recipient's convenience, 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 recipient determines that contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of contractor, the recipient, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

Government-Wide Debarment and Suspension (Nonprocurement) – Applicability – Contracts over \$25,000 The Recipient agrees to the following:

(1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following: (a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, 2 U.S. OMB, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, (b) It will review the U.S. GSA "System for Award Management," [https:// www.sam.gov](https://www.sam.gov), if required by U.S. DOT regulations, 2 C.F.R. part 1200, and (c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant: 1 Will comply with Federal debarment and suspension requirements, and 2 Reviews the "System for Award Management" at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and (2) If the Recipient suspends, debars, or takes any similar action against a Third Party Participant or individual, the Recipient will provide immediate written notice to the: (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project, (b) FTA Project Manager if the Project is administered by an FTA Headquarters Office, or (c) FTA Chief Counsel,

Contracts Involving Federal Privacy Act Requirements – Applicability – When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

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

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

individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

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

Civil Rights Requirements – Applicability – All contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

The following requirements apply to the underlying contract:

The Recipient understands and agrees that it must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Recipient or Program, including an Indian Tribe or the Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with that civil rights statute, including compliance with equity in service:

a. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that each Third Party Participant will, comply with Federal transit law, 49 U.S.C. § 5332 (FTA’s “Nondiscrimination” statute): (1) FTA’s “Nondiscrimination” statute prohibits discrimination on the basis of: (a) Race, (b) Color, (c) Religion, (d) National origin, (e) Sex, (f) Disability, (g) Age, or (h) Gender identity and (2) The FTA “Nondiscrimination” statute’s prohibition against discrimination includes: (a) Exclusion from participation, (b) Denial of program benefits, or (c) Discrimination, including discrimination in employment or business opportunity, (3) Except as FTA determines otherwise in writing: (a) General. Follow: 1 The most recent edition of FTA Circular 4702.1, “Title VI Requirements and Guidelines for Federal Transit Administration Recipients,” to the extent consistent with applicable Federal laws, regulations, and guidance, and 2 Other applicable Federal guidance that may be issued, but (b) Exception for the Tribal Transit Program. FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its projects funded under the Tribal Transit Program,

b. Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant will: (1) Prohibit discrimination based on: (a) Race, (b) Color, or (c) National origin, (2) Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., (b) U.S. DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964,” 49 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in the preceding section a, and (3) Except as FTA determines otherwise in writing, follow: (a) The most recent edition of FTA Circular 4702.1, “Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients,” to the extent consistent with applicable Federal laws, regulations, and guidance. (b) U.S. DOJ, “Guidelines for the enforcement of Title VI, Civil Rights Act of 1964,” 28 C.F.R. § 50.3, and (c) Other applicable Federal guidance that may be issued,

c. Equal Employment Opportunity. (1) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and: (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., (b) Facilitate compliance with Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order No. 11246, Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note, (c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, and (d) Comply with FTA Circular 4704.1 other applicable EEO laws and regulations, as provided in Federal guidance, including laws and regulations prohibiting discrimination on the basis of disability, except as the Federal Government determines otherwise in writing, (2) General. The Recipient agrees to: (a) Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their: 1 Race, 2 Color, 3 Religion, 4 Sex, 5 Disability, 6 Age, or 7 National origin, (b) Take affirmative action that includes, but is not limited to: 1 Recruitment advertising, 2 Recruitment, 3

Employment, 4 Rates of pay, 5 Other forms of compensation, 6 Selection for training, including apprenticeship, 7 Upgrading, 8 Transfers, 9 Demotions, 10 Layoffs, and 11 Terminations, but (b) Indian Tribe. Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer". (3) Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures the compliance of each Third Party Participant, with: (a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and (b) Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note,

d. Disadvantaged Business Enterprise. To the extent authorized by applicable Federal law, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Project as follows: 1) Requirements. The Recipient agrees to comply with: (a) Section 1101(b) of Map-21, 23 U.S.C. § 101 note, (b) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. part 26, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, (2) Assurance. As required by 49 C.F.R. § 26.13(a), (b) DBE Program Requirements. Recipients receiving planning, capital and/or operating assistance that will award prime third-party contracts exceeding \$250,000 in a Federal fiscal year must: 1 Have a DBE program meeting the requirements of 49 C.F.R. part 26, 2 Implement a DBE program approved by FTA, and 3 Establish an annual DBE participation goal, (c) Special Requirements for a Transit Vehicle Manufacturer. The Recipient understands and agrees that each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26, (d) the Recipient provides assurance that: The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. part 26. The Recipient shall take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The Recipient's DBE program, as required by 49 C.F.R. part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq., (2) Exception for the Tribal Transit Program. FTA exempts Indian tribes from the Disadvantaged Business Enterprise regulations at 49 C.F.R. part 26 under Map-21 and previous legislation,

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

f. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of age, including: (1) The Age Discrimination in Employment Act (ADEA), 29 U.S.C. §§ 621 – 634, which prohibits discrimination on the basis of age, (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, which implements the ADEA, (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., which prohibits discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal funds, (4) U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, which

implements the Age Discrimination Act of 1975, and (5) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

g. Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities: (1) Federal laws, including: (a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities, (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities, 1 General. Titles I, II, and III of the ADA apply to FTA Recipients, but 2 Indian Tribes. While Titles II and III of the ADA apply to Indian Tribes, Title I of the ADA exempts Indian Tribes from the definition of “employer,” (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities, (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and (e) Other applicable laws and amendments pertaining to access for elderly individuals or individuals with disabilities, (2) Federal regulations, including: (a) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. part 37, (b) U.S. DOT regulations, “Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. part 27, (c) U.S. DOT regulations, “Transportation for Individuals with Disabilities: Passenger Vessels,” 49 C.F.R. part 39, (d) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. part 1192 and 49 C.F.R. part 38, (e) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. part 35, (f) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. part 36, (g) U.S. EEOC, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. part 1630, (h) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities,” 47 C.F.R. part 64, Subpart F, (i) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. part 1194, and (j) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. part 609, and (3) Other applicable Federal civil rights and nondiscrimination guidance,

h. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of: (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq., (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 et seq., and (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2,

i. Access to Services for People with Limited English Proficiency. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote accessibility of public transportation services to people whose understanding of English is limited by following: 1) Executive Order No. 13166, “Improving Access to Services for Persons with Limited English Proficiency,” August 11, 2000, 42 U.S.C. § 2000d-1 note, and (2) U.S. DOT Notice, “DOT Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficiency (LEP) Persons,” 70 Fed. Reg. 74087, December 14, 2005,

j. Other Nondiscrimination Laws. Except as the Federal Government determines otherwise in writing, the Recipient agrees to: (1) Comply with other applicable Federal nondiscrimination laws and regulations, and (2) Follow Federal guidance prohibiting discrimination.

k. Remedies. Remedies for failure to comply with applicable Federal Civil Rights laws and Federal regulations may be enforced as provided in those Federal laws or Federal regulations.

Patent and Rights Data - Contracts involving experimental, developmental, or research work (\$10,000 or less, except for construction contracts over \$2,000).

Patent Rights

A. General. The Recipient agrees that:

(1) Depending on the nature of the Project, the Federal Government may acquire patent rights when the Recipient or Third Party Participant produces a patented or patentable:

(a) Invention,

(b) Improvement, or

(c) Discovery,

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

(a) Conceived under the Project, or

(b) Reduced to practice under the Project, and

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

(a) Notify FTA immediately, and

(b) Provide a detailed report satisfactory to FTA,

B. Federal Rights. The Recipient agrees that:

(1) Its rights and responsibilities, and the rights and responsibilities of each Third Party Participant, in that federally funded invention, improvement, or discovery will be determined as provided by applicable Federal laws, regulations, and guidance, including any waiver thereof, and

(2) Unless the Federal Government determines otherwise in writing, irrespective of the Recipient's status or the status of any Third Party Participant as a large business, a small business, a State government, a State instrumentality, a local government, an Indian tribe, a nonprofit organization, an institution of higher education, or an individual, the Recipient agrees to transmit the Federal Government's patent rights to FTA as specified in:

(a) 35 U.S.C. § 200 et seq., and (b) U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. part 401, and

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

(1) License fees and royalties for patents, patent applications, and inventions derived from the Project are program income, and

(2) The Recipient has no obligation to the Federal Government with respect to those license fees or royalties, except: (a) For compliance with 35 U.S.C. § 200 et seq., which applies to patent rights developed under a federally funded research-type project, and (b) As FTA determines otherwise in writing.

Rights in Data and Copyrights

A. Definition of “Subject Data.” means recorded information:

(1) Copyright. Whether or not copyrighted, and

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

B. Examples of “Subject Data.” Examples of “subject data”:

(1) Include, but are not limited to:

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

(2) Do not include: (a) Financial reports, (b) Cost analyses, or (c) Other similar information used for Project administration,

C. General Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Recipient’s Project supported by the Underlying Agreement: (1) Prohibitions. The Recipient may not: (a) Publish or reproduce any subject data in whole or in part, or in any manner or form, or (b) Permit others to do so, but

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

D. Federal Rights in Data and Copyrights. The Recipient agrees that:

(1) License Rights. The Recipient must provide a license to its “subject data” to the Federal Government, which license is: (a) Royalty-free, (b) Non-exclusive, and (c) Irrevocable,

(2) Uses. The Federal Government’s license must permit the Federal Government to take the following actions provided those actions are taken for Federal Government purposes: (a) Reproduce the subject data, (b) Publish the subject data, (c) Otherwise use the subject data, and (d) Permit other entities or individuals to use the subject data, and

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

(1) Publicly Available Report. When the Project is completed, it must provide a Project report that FTA may publish or make available for publication on the Internet,

(2) Other Reports. It must provide other reports pertaining to the Project that FTA may request,

(3) Availability of Subject Data. FTA may make available to any FTA Recipient or any of its Third Party Participants at any tier of the Project, either FTA’s copyright license to the subject data or a copy of the subject data, except as the Federal Government determines otherwise in writing,

(4) Identification of Information. It must identify clearly any specific confidential, privileged, or proprietary information submitted to FTA,

(5) Incomplete Project. If the Project is not completed for any reason whatsoever, all data developed under the Project becomes “subject data” and must be delivered as the Federal Government may direct, but

(6) Exception. Rights in Data and Copyrights Section E does not apply to an adaptation of automatic data processing equipment or program that is both: (a) For the Recipient’s use, and (b) Acquired with FTA capital program funding,

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

(1) License fees and royalties for copyrighted material or trademarks derived from Project are program income, and

(2) The Recipient has no obligation to the Federal Government with respect to those license fees or royalties, except: (a) For compliance with 35 U.S.C. § 200 et seq., which applies to patent rights developed under a federally funded research-type project, and (b) As FTA determines otherwise in writing,

G. Hold Harmless. Upon request by the Federal Government, the Recipient agrees that:

(1) Violation by Recipient. (a) If it willfully or intentionally violates any: 1 Proprietary rights, 2 Copyrights, or 3 Right of privacy, and (b) Its violation occurs from any of the following uses of Project data: 1 Publication, 2 Translation, 3 Reproduction, 4 Delivery, 5 Use, or 6 Disposition, then (c) It will indemnify, save, and hold harmless against any liability, including costs and expenses of: 1 The Federal Government’s officers acting within the scope of their official duties,

2 The Federal Government’s employees acting within the scope of their official duties, and

3 Federal Government’s agents acting within the scope of their official duties, but (2) Exceptions. The Recipient will not be required to indemnify the Federal Government for any liability described in Rights in Data and Copyrights section G(1) if: (a) Violation by Federal Officers, Employees or Agents. The violation is caused by the wrongful acts of Federal employees or agents, or (b) State law. If indemnification is prohibited or limited by applicable State law,

H. Restrictions on Access to Patent Rights. Nothing in this Rights in Data and Copyrights section pertaining to rights in data either:

(1) Implies a license to the Federal Government under any patent, or

(2) May be construed to affect the scope of any license or other right otherwise granted to the Federal Government under any patent,

I. Data Developed Without Federal Funding or Support. The Recipient understands and agrees that in certain circumstances it may need to provide data developed without any Federal funding or support to FTA. Nevertheless:

(1) Protections. Rights in Data and Copyrights Sections A, B, C, and D generally do not apply to data developed without Federal funding, even though that data may have been used in connection with the Project, and

(2) Identification of Information. The Recipient understands and agrees that the Federal Government will not be able to protect data developed without Federal funding from unauthorized disclosure unless that data is clearly marked “Proprietary” or “Confidential,” and

J. Requirements to Release Data. The Recipient understands and agrees that the Federal Government may be required to

release Project data and information the Recipient submits to the Federal Government as required by:

- (1) The Freedom of Information Act, 5 U.S.C. § 552,
- (2) Another applicable Federal law requiring access to Project records,
- (3) U.S. DOT regulations, “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations,” specifically 49 C.F.R. § 19.36(d), or
- (4) Other applicable Federal regulations and guidance pertaining to access to Project records.

Disadvantaged Business Enterprise (DBE) – Applicability – Contracts over \$10,000 awarded on the basis of a bid or proposal offering to use DBEs

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient’s overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.

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

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

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

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

The contractor must promptly notify the recipient 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 recipient.

Prompt Payment – Applicability – All contracts except micro-purchases \$10,000 or less, (except for construction contracts over \$2,000)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the Recipient.

The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Recipient. This clause applies to both DBE and non-DBE subcontracts.

Incorporation of Federal Transit Administration (FTA) Terms – Applicability – All contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

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

Other Federal Requirements:

Full and Open Competition - In accordance with 49 U.S.C. § 5325(h) all procurement transactions shall be conducted in a manner that provides full and open competition.

Prohibition Against Exclusionary or Discriminatory Specifications - Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

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

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

Notification of Federal Participation - To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

Interest of Members or Delegates to Congress - No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

Ineligible Contractors and Subcontractors - Any name appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor

pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

Other Contract Requirements - To the extent not inconsistent with the foregoing Federal requirements, this contract shall also include those standard clauses attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the recipient.

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

Real Property - Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 49 CFR 18.31-18.34, 49 CFR 19.30-19.37, 49 CFR Part 24, 49 CFR 5326 as amended by Map-21, 49 CFR part 18 or 19, 49 USC 5334, applicable FTA Circular 5010, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Access to Services for Persons with Limited English Proficiency - To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

Environmental Justice - Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1) Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance,

Environmental Protections - Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

Geographic Information and Related Spatial Data - (NOT APPLICABLE TO THE TRIBAL TRANSIT PROGRAM) Any project activities involving spatial data or geographic information systems activities financed

with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

Geographic Preference - All project activities must be advertised without geographic preference, (except in A/E under certain circumstances, preference for hiring veterans on transit construction projects and geographic-based hiring preferences as proposed to be amended in 2 CFR Part 1201).

Federal Single Audit Requirements - For State Administered Federally Aid Funded Projects Only Non Federal entities that expend \$750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A 133, "Audits of States, Local Governments, and Non Profit Organizations" (replaced with 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" effective December 26, 2014 as applicable). Non Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non Federal entities that expend less than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B--Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency the New York State Department of Transportation, the New York State Comptroller's Office and the U.S. Governmental Accountability Office (GAO). Non Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments. Catalog of Federal Domestic Assistance (CFDA) Identification Number The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

Veterans Preference - As provided by 49 U.S.C. 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients: (1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and (2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

Safe Operation of Motor Vehicles

a. Seat Belt Use. The Recipient agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by: (1) Adopting and promoting 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, and (2) Including a "Seat Belt Use" provision in each third party agreement related to the Award. b. Distracted Driving, Including Text Messaging While Driving. The Recipient agrees to comply with: (1) Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225), (2) U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, and (3) The following U.S. DOT Special Provision pertaining to Distracted Driving: (a) Safety. The Recipient 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 Recipient owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award, (b) Recipient Size. The Recipient agrees to conduct

workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving, and (c) Extension of Provision. The Recipient agrees to include the preceding Special Provision of section 34.b(3)(a) – (b) of this Master Agreement in its third party agreements, and encourage its Third Party Participants to comply with this Special Provision, and include this Special Provision in each third party subagreement at each tier supported with federal assistance.

Catalog of Federal Domestic Assistance (CFDA) Identification Number - The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

The CFDA number for the Federal Transit Administration - Nonurbanized Area Formula (Section 5311) is 20.509. A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," (replaced with 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" effective December 26, 2014 as applicable) agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

Organizational Conflicts of Interest - The Recipient agrees that it will not enter into a procurement that involves a real or apparent organizational conflict of interest described as follows: (1) When It Occurs. An organizational conflict of interest occurs when the Project work, without appropriate restrictions on certain future activities, results in an unfair competitive advantage: (a) To that Third Party Participant or another Third Party Participant performing the Project work, and (b) That impairs that Third Party Participant's objectivity in performing the Project work, or (2) Other. An organizational conflict of interest may involve other situations resulting in fundamentally unfair competitive conditions, (3) Disclosure Requirements. Consistent with FTA policies, the Recipient must disclose to FTA, and each of its Subrecipients must disclose to the Recipient: (a) Any instances of organizational conflict of interest, or (b) Violations of federal criminal law, involving fraud, bribery, or gratuity violations potentially affecting the federal award, and (4) Failure to Disclose. Failure to make required disclosures can result in remedies for noncompliance, including debarment or suspension.

SAMPLE CONTRACT

**AGREEMENT FOR
CONSULTANT SERVICES
CITY OF KINGMAN TRANSIT PLAN
KART 20-001**

THIS AGREEMENT is made and entered into this ____ day of _____, 2020, 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 comprehensive transit study for Kingman Area Regional Transit (KART) with an evaluation of the current services, and short-range plan (5-year) and long-range plan (10-year), 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 ONE HUNDRED AND FIFTY THOUSAND DOLLARS (\$150,000.00); 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

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.

- 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 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.

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.

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:_____

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CITY OF KINGMAN, ARIZONA

JEN MILES, MAYOR

Attest:

ANNIE MEREDITH, CITY CLERK