City of College Park, Maryland
Request for Proposals CP-15-06 Bikeshare System

ADDENDUM 1

Issued April 29, 2015

This addendum contains three (3) amendments to the RFP issued on April 10, 2015. These amendments are described below.

1. **Amend Section C "Submission Requirements" to Include in Subsection 8 "Affidavits and Certificates" the following:**

   j. Certificate of Buy America Compliance or Non-Compliance
   k. Certificate Regarding Lobbying (C1-A)
   l. Certificate of Non-Suspension (C1-B)

2. **Amend Section F "Attachments" to Replace Attachment 2 "City Contract Clauses and Bid Requirements" with the following:**

ATTACHMENT 2: City Contract Clauses and Bid Requirements

CITY CONTRACT REQUIREMENTS:

The City will require the same insurance clauses as the University, and will expect to be added to any certificates of insurance. The City will also require each bidder to submit affidavits with the bid.

A. EQUAL BENEFITS REQUIREMENTS.

(1) ALL BIDS FOR COVERED CONTRACTS WHICH ARE ADVERTISED / ISSUED SHALL INCLUDE THE REQUIREMENT TO PROVIDE EQUAL BENEFITS IN THE PROCUREMENT SPECIFICATIONS FOR SUCH BIDS.

(2) AS PART OF THE BID RESPONSE, THE CONTRACTOR SHALL CERTIFY THAT THE CONTRACTOR:

A. CURRENTLY COMPLIES WITH THE CONDITIONS OF THIS SECTION; OR

B. WILL COMPLY WITH THE CONDITIONS OF THIS SECTION AT TIME OF CONTRACT AWARD; OR

C. IS NOT REQUIRED TO COMPLY WITH THE CONDITIONS OF THIS SECTION BECAUSE OF ALLOWABLE EXEMPTION.

THE CERTIFICATION SHALL BE IN WRITING AND SIGNED BY AN AUTHORIZED OFFICER OF THE CONTRACTOR. FAILURE TO PROVIDE SUCH CERTIFICATION SHALL RESULT IN THE CONTRACTOR BEING DEEMED NON-RESPONSIVE.

(3) THE CONTRACTOR MAY NOT SET UP OR USE ITS CONTRACTING ENTITY FOR THE PURPOSE OF EVADING THE REQUIREMENTS IMPOSED BY THIS SECTION.

(4) IF AFTER MAKING A REASONABLE EFFORT TO PROVIDE AN EQUAL BENEFIT FOR A DOMESTIC PARTNER OF AN EMPLOYEE THE CONTRACTOR IS UNABLE TO PROVIDE THE BENEFIT, THE CONTRACTOR SHALL PROVIDE THE EMPLOYEE WITH THE CASH EQUIVALENT OF THE BENEFIT.

B. MANDATORY CONTRACT PROVISIONS PERTAINING TO EQUAL BENEFITS. UNLESS OTHERWISE EXEMPT, EVERY COVERED CONTRACT SHALL CONTAIN LANGUAGE THAT STATES:

1. CONTRACTOR MUST COMPLY WITH THE APPLICABLE PROVISIONS OF THIS SECTION. THE CONTRACTOR SHALL PROVIDE THE CITY AND/OR THE CITY MANAGER OR HIS/HER DESIGNEE, ACCESS TO ITS RECORDS FOR THE PURPOSE OF AUDITS AND/OR INVESTIGATIONS TO ASCERTAIN COMPLIANCE WITH THE PROVISIONS OF THIS SECTION.

2. UPON REQUEST, THE CONTRACTOR SHALL PROVIDE EVIDENCE THAT THE CONTRACTOR IS IN COMPLIANCE WITH THE PROVISIONS OF THIS SECTION UPON EACH NEW BID, CONTRACT RENEWAL, OR WHEN THE CITY MANAGER HAS RECEIVED A COMPLAINT OR HAS REASON TO BELIEVE THE CONTRACTOR MAY NOT BE IN COMPLIANCE WITH THE PROVISIONS OF THIS SECTION, AND

3. THE FAILURE OF THE CONTRACTOR TO COMPLY WITH THIS SECTION WILL BE DEEMED TO BE A MATERIAL BREACH OF THE COVERED CONTRACT.

C. THE BIDDER MUST CERTIFY THAT THE BIDDER DOES NOT DISCRIMINATE ON THE BASIS OF AGE, RACE, COLOR, CREED, PREGNANCY, RELIGION, NATIONAL ORIGIN, ANCESTRY, DISABILITY, MARITAL STATUS, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, PHYSICAL CHARACTERISTIC OR OTHER UNLAWFUL BASIS OF DISCRIMINATION

D. CAPACITY TO PERFORM

The Contractor represents that all equipment and personnel necessary for providing the described services and items will be available as needed.

E. STATUS OF CONTRACTOR

The Contractor shall perform the services described herein as an independent contractor and not as an employee of the City.

F. INDEMNIFICATION

The Contractor shall indemnify and save harmless the City, its officers, employees and agents, from all suits, actions and damages or costs of every kind and description, arising directly or indirectly out of the performance of the contract, whether caused by negligence on the part of the successful bidder, its agents and employees, or to other causes.

G. LICENSES, APPLICABLE LAWS

The Contractor will be responsible for obtaining any and all licenses pertaining to performance of work under the contract. All services and materials provided by the Contractor shall conform to all applicable laws and regulations.

H. MATERIALS AND STANDARD OF WORK

All work performed, and material provided, pursuant to this contract shall be in conformance with standards adopted by the State of Maryland and Prince George's County and will be appropriate for existing conditions. All work shall be performed in a neat and workmanlike manner by trained and experienced personnel. Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Contractor at Contractor's expense, notwithstanding that such deficiencies have been previously accepted or were due to no fault of the Contractor. The Contractor will guarantee that materials conform to specifications herein, that the items will be free from defects, and that the items are fit for the purpose for which intended, with the exception that the Contractor will not be responsible for any defects in the footbridge provided by the City. Further, the Contractor shall, in a manner acceptable to the City, return to original condition any property disturbed or damaged during the work.

I. ACCURATE INFORMATION

The Contractor certifies that all information provided in response to the invitation to bid or in response to other requests for information is true and correct. Any false or misleading information is grounds for the City to reject the bid and to terminate this contract.

J. PERIODIC AND FINAL INSPECTION

The City will make periodic inspections of the work through the Project or other City representative. A final inspection of the work shall be made by a representative of the City and the Contractor at the end of the work and cure period to ensure that all requirements have been met.

K. RETAINAGE

The City will pay the contract price, less 5% retainage, to the Contractor upon completion of the contract work, and correction of any deficiencies discovered as a result of final inspection. The remaining 5% retainage shall be paid to the contractor within six months following the end of all work, and correction of any deficiencies. The said retainage is held as security for performance and not as liquidated damages and the forfeiture of the retainage shall not release the contractor from any liability in excess of the retainage.

L. RESTORATION OF PROPERTY

The Contractor, at its own expense, will restore or replace any property displaced or damaged as a result of work performed under this contract, to the satisfaction of the City.

M. TERMINATION FOR DEFAULT

Failure of the Contractor to deliver work, supplies, materials, or services in a timely manner, to correct defective work or materials, to act in good faith, or to carry out the work in accordance with contract documents shall constitute a breach of contract. In such event, the City may give notice to the contractor to cease work until the cause for such order has been eliminated. Should the Contractor fail to correct such default within 10 days after receipt of

notification, the City may terminate any such contract. This provision shall not limit the City in exercising any other rights or remedies it may have.

N. TERMINATION FOR CONVENIENCE

The performance of work or delivery of services may be terminated in whole or in part at any time upon written notice when the City determines that such termination is in its best interest. The City will be liable only for labor, materials, goods and services furnished prior to the effective date of such termination.

O. ERRORS IN SPECIFICATIONS

The Contractor shall take no advantage of any error or omission in the specifications. The City shall make such corrections and interpretations as may be deemed necessary and that decision shall be final.

P. GOVERNING LAW

This contract is executed in the State of Maryland and shall be governed by Maryland law. The Contractor, by executing this contract, consents to the jurisdiction of the Maryland state courts with respect to any dispute arising out of this contract.

Q. INTERPRETATION

Any questions concerning conditions and specifications shall be directed in writing to the City Engineer. No interpretation shall be considered binding unless provided in writing by the Engineer. By execution of this contract, the Contractor certifies that it understands the terms and specifications.

R. ATTORNEYS' FEES AND COSTS

The prevailing party shall be entitled to attorney's fees and costs incurred in any actions or claims brought to enforce this contract, or for damages thereunder.

S. SUCCESSORS AND ASSIGNS

This contract shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. In any event, the Contractor shall not assign any right or obligation under this contract without the City's express written consent, which may be withheld in the City's sole discretion.

3. <u>Amend Section F "Attachments" to</u>
<u>Replace Attachment 9 "Federal Requirements" with the following:</u>

ATTACHMENT 9: Maryland Department of Transportation 2013 Bikesharing Grant Project Agreement Terms and Conditions

Federal Surface Transportation Act funds, administered through the Transportation Enhancement Program at the state level by the Maryland Department of Transportation and at the Federal level by the United States Department of Transportation - Federal Highway Administration ("FHWA") will be used in this project. Applicable grant requirements are included in this Attachment 9. Grant mandated record keeping and pre-approval requirements are part of the RFP and contract. Maryland Department of Transportation 2013 Bikesharing Grant Project Agreement Terms and Conditions, attached and incorporated herein, specifically reference the grant mandated requirements. The contractor chosen for this project shall be required to comply with all applicable Grant Project Agreement Terms and Conditions.

Notification: All bidders are notified that the City of College Park and the University of Maryland College Park will affirmatively ensure that, in any contract entered into pursuant to this RFP, minority business enterprises will be afforded full opportunity to submit bids in response to this RFP and will not be discriminated against on the grounds of political or religious opinion or affiliation, race, creed, sex, national origin or physical / mental handicap in consideration of an award.

Attachment continues on following pages.

MARYLAND DEPARTMENT OF TRANSPORTATION
FY 2013 BIKESHARING GRANT PROJECT AGREEMENT TERMS AND CONDITIONS

It is understood and agreed by the Project Agency and Fund Recipient that grant funds received in support of this Project Agreement are subject to applicable federal and state laws and regulations pertaining to grants and to the following applicable controls, terms and conditions:

A. General Conditions

1. Formal approval of this Project Agreement and the obligation and subsequent reimbursement of funds to it are contingent upon the availability of anticipated Federal funds, as determined by Congress, Maryland statute, or other federal or state action, or the following Project Conditions. Reimbursement extends only to those costs incurred during the period of the project, and for which periodic Reimbursement Reports are submitted no later than one month after the end of the reporting period, and in the case of the final Reimbursement Report, one month after the Project Period End Date. Reimbursement Claims received after that time will be considered for payment on a case-by-case basis with prior written justification explaining the expected delay submitted by the Project Director.

2. This Project will be conducted and administered in accordance with applicable federal, state and local laws, rules and other requirements, using acceptable financial management, record-keeping, procurement and property control systems as outlined in 49 CFR Part 18 - Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments or 49 CFR Part 19 - Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and other Non-Profit Organizations *(as applicable) and the Maryland Department of Transportation (MDOT) Bikesharing Grant Financial Management Rules*.

3. The Project Agency shall assure that all locations where programs are conducted for the public are compliant with the Americans with Disabilities Accessibility Guidelines to provide adequate and reasonable access for the safe and convenient movement of physically handicapped persons, to include those in wheelchairs, across curbs constructed or replaced on or after July 1, 1976, at all crosswalks, as established pursuant to the **Americans with Disabilities Act of 1990 (ADA)**, as amended, and that this information is printed on program flyers and registration forms and made available at the time the event/activity is advertised. All programs conducted and educational material provided shall include reasonable accommodations for the blind and hard of hearing as well as persons with limited English proficiency and likewise be available on program flyers and registration forms.

4. *Pursuant to the requirements of 49 CFR Part 18, Sect. 18.42 - Retention and Access Requirements for Records,* ***all records shall be retained for three years*** *from date the Final Claim is submitted to MDOT.* If there is an action resulting from an audit or other action started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues, or the end of the three-year period, whichever is later. MDOT, other State agencies and appropriate Federal authorities have the right of access to any books, documents, papers, or other records in order to perform audits and examinations or make excerpts and transcripts for as long as the records are retained.

5. Only taxes that a governmental unit or non-profit organization is legally required to pay is allowable.

6. Pursuant to the requirements of the Federal Fund Accountability and Transparency Act (FFATA), the project agency will complete and return to MDOT the FFATA Reporting Form provided to them with this agreement. This form contains all the information MDOT needs to comply with the terms of the Act. Failure to complete and return the form may result in the delay of payment on the project agency's reimbursement requests.

7. If any part of the funds obligated by this Project Agreement will be used to purchase capital equipment having a unit cost of $1,000 or more and a useful life of at least one year, separate written approval (in addition to the Project Agreement) shall be obtained from MDOT **prior** to initiating the purchase of the item. Approval shall be obtained by submitting an Equipment Pre-Approval request detailing a clear justification to support the request. Reimbursement Reports covering any such equipment not previously approved in writing will be denied.

8. A completed *Equipment Accountability Report* shall be submitted with the applicable *Reimbursement Report* when reimbursement is requested for any item of equipment with a unit cost of $100 or more ($50 for sensitive items). It is the responsibility of the Project Agency to institute and maintain required inventory records consistent with 49 CFR Part 18.32 DOT Implementation of Common Rule: Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments and the Code of Maryland Regulations (COMAR) 21.05.07. All equipment shall be used for the purposes originally authorized in this project for as long as needed for those purposes, and may not be encumbered for other uses as long as such need exists.

9. If any part of the funds obligated by this Project Agreement will be used to purchase Educational Materials (including booklets, brochures, posters, fact sheets, book covers, book marks, materials designed to be distributed to the

public at large), Incentive Items (including pens, mugs, and materials designed to be distributed to the public at large), and Paid Media (including TV, radio, and print PSAs, as well as press items), separate written approval (in addition to the Project Agreement) shall be obtained from MDOT prior to initiating the purchase. A Pre-Approval Request shall be submitted using the ***Educational Material/Incentive Item/Media Request*** using the information given on that form. All educational material to be provided shall include reasonable accommodations for the persons who are hearing impaired and who have limited English proficiency in compliance with the Americans with Disabilities Accessibility Guidelines as established in pursuant to the Americans with Disabilities Act of 1990 (ADA), as amended. Requests for reimbursement for any such items not previously approved in writing will be denied.

10. If any part of the funds obligated by this Project Agreement will be used to cover Travel not specified in the Project Agreement (location/purpose/name(s)/position(s)/number of days), a Pre-Approval Request for Travel shall be submitted prior to initiating the expense. Approval by the MDOT Director of Bicycle and Pedestrian Access or his or her designee is required prior to initiating the expense. Requests for reimbursement for any such travel not previously approved in writing will be denied.

11. If any part of the funds obligated by this Project Agreement is used to **train personnel**, the personnel shall be retained by the employer utilizing such training for a period of time that is at least triple the length of the training or 3 months, whichever is greater, or the fund recipient shall return the reimbursed funds used to support such training.

12. In all bid solicitations for funded project work or materials exceeding $10,000, the Project Agency **shall include a non-discrimination clause** as specified by MDOT and the U.S. Department of Transportation. The Project Agency shall notify all bidders that it will affirmatively ensure that in any contract entered into pursuant to its advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to its invitation and will not be discriminated against on the grounds of political or religious opinion or affiliation, race, creed, sex, national origin, or physical/ mental handicap in consideration of an award.

13. Procurement of supplies, equipment, other tangible non-expendable personal property, and services funded in whole or in part with funds obligated by this Project Agreement shall follow applicable procurement procedures and requirements of state and local laws, rules and regulations and in any instance shall be in compliance with the federal requirements set forth in Section 18.36 Procurement of 49 CFR Part 18 - Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

14. Pursuant to the requirements of the State Finance and Procurement Article of the Annotated Code of Maryland and any amendments thereto; the Maryland Governor's Executive Order barring discrimination; Section 22(a) of the Federal-Aid Highway Safety Act of 1968 (23 USC 22(a)); and Section 504 of the Rehabilitation Act of 1973 as amended (29 USC 794), employment in connection with this project will be provided without regard to political or religious opinion or affiliation, race, color, creed, sex, national origin, or physical or mental handicap.

15. The project agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794) and the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.;* PL 101-336), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970(P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse of alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; The Civil Rights Restoration Act of 1987, which provides that any portion of a state or local entity receiving federal funds will obligate all programs or activities of that entity to comply with these civil rights laws; and, (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.

16. Buy America Act - Only steel, iron, and manufactured items produced in the United States shall be used in carrying

out this Project, in accordance with the provisions of the Buy America Act (23 USC 101 Note), unless a waiver request has been submitted to and approved by the U.S. Secretary of Transportation.

17. The Project Agency is not, nor will it make any award or permit any award (sub-grant or contract) at any tier to any party which is **debarred or suspended** or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 - Debarment and Suspension.

18. The signatories for the Project Agency and Fund Recipient certify that the Project Agency and Fund Recipient will provide a **drug-free workplace** in accordance with the Federal Drug-free Workplace Act of 1988 (49 CFR Part 29 Subpart F).

19. With regard to **Federal contracts, grants, loans, and cooperative agreements**, the signatories for the Project Agency and Fund Recipient certify to the best of their knowledge and belief that pursuant to 31 USC 1352, they are in compliance with the Lobbying Restrictions placed on the use of federal funds.

    a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the signatories, to any person for **influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress** in connection with the *awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.*

    b. If any state or local funds have been paid or will be paid to any person for influencing or attempting to influence an officer of employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of this Federal contract, grant, loan, or cooperative agreement, the **signatory** for the Project Agency or Fund Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions, as found at http://www.whitehouse.gov/omb/grants/sflllin.pdf. (A copy of any Standard Form-LLL, "Disclosure of Lobbying Activities" submitted in accordance with this requirement shall be submitted simultaneously to MHSO.)

    c. The Project Agency and Fund Recipient shall require that the **language of this certification be included in the award documents for all sub-awards at all tiers** (including sub-grants, and contracts and subcontracts under grants, sub-grants, loans, and cooperative agreements) and that all such sub-recipients shall certify and disclose accordingly.

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

20. None of the funds under this Project Agreement will be used for any Activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such Activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, such as invited testimony before a legislative body, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

21. Political Activity (Hatch Act). All individuals employed by a State or local agency whose principal employment is in connection with an activity that is paid in whole or in part by federal funds from a Federal agency, including grants from the Maryland Highway Safety Office, have been informed of the provisions of 5 USC, Government Organization and Employees; Part II, Civil Service Functions and Responsibilities; Chapter 15, Political Activity of Certain State and Local Employees; Sections 1501 through 1508. This statute does not apply to individuals employed by an educational or research institution, establishment, agency, or system which is supported in whole or in part by a State or political subdivision thereof, or by a recognized religious, philanthropic, or cultural organization. (See: 5 USC §§ 1501-1508 and 5 CFR 151)

22. In accordance with the Laws set forth by the State of Maryland, the project agency and fund recipient shall comply with the provisions of the Maryland Transportation Article, Section 21-1124.1. The use of wireless communication

devices to read, write or send text or electronic messages while operating a motor vehicle in the travel portion of the roadway is prohibited. This includes project agency employees and contractors or consultants hired by the Project Agency to perform work on the project.

FEDERAL TRANSIT ADMINISTRATION

For Professional Services – Operations/Management Contracts

This list uses the original FTA numbering of clauses for all clauses regardless of type of services. However, only those clauses required for Operations/Management contracts are included.

C1 – Federally Required Contract Clauses for federally funded contracts

1. Fly America Requirements
2. Buy America Requirements **(Signed certification required to be submitted with bid)**
6. Energy Conservation Requirements
7. Clean Water
10. Lobbying **(Signed certification required to be submitted with bid)**
11. Access to Records and Reports
12. Federal Changes
14. Clean Air
15. Recycled Products
19. No Government Obligation to Third Parties
20. Program Fraud and False or Fraudulent Statements and Related Acts
21. Termination
22. Government-wide Debarment and Suspension **(Signed certification required to be submitted with bid)**
23. Privacy Act
24. Civil Rights Requirements
25. Breeches and Dispute Resolution
28. Disadvantaged Business Enterprises (DBE)
30. Incorporation of Federal Transit Administration (FTA) Terms

1. FLY AMERICA REQUIREMENTS
49 U.S.C. § 40118
41 CFR Part 301-10

Applicability to Contracts

The Fly America requirements apply to the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the FTA will participate in the costs of such air transportation. Transportation on a foreign air carrier is permissible when provided by a foreign air carrier under a code share agreement when the ticket identifies the U.S. air carrier's designator code and flight number. Transportation by a foreign air carrier is also permissible if there is a bilateral or multilateral air transportation agreement to which the U.S. Government and a foreign government are parties and which the Federal DOT has determined meets the requirements of the Fly America Act.

Parties Covered

The Fly America requirements flow down from FTA recipients and subrecipients to first tier Contractors, who are responsible for ensuring that lower tier Contractors and subContractors are in compliance.

Fly America Requirements

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their Contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

2. BUY AMERICA REQUIREMENTS
49 U.S.C. 2323(j)
49 C.F.R. Part 661

Applicability to Contracts
The Buy America requirements apply to the following types of contracts: Construction Contracts and Acquisition or Goods or Rolling Stock (valued at more than $100,000)

Play Down
The Buy America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance. The $100,000 threshold applies only to the grantee contract, subcontracts under that amount are subject to Buy America.

Buy America – The contractor agrees to comply with 49.U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel iron, and manufactured products used in FTA-funded project are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver, General waivers are listed in 49 C.F. R. and include final assembly in the United States for 15 passenger equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(c) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contacts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Certification requirement for procurement of steel, iron, or manufactured products.

Certification of Compliance with 49 U.S.C. 5323(j)(1)
The bidder or offeror hereby certifies that it will meet the requirement of 49 U.S.C. 5323(j)1) and the applicable regulations in 49 C.F.R. Part 661.5.

Date:_____

Signature:_____

Company Name:_____

Title:_____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F. R. 661.5, but it may quality for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date:_____

Signature:_____

Company Name:_____

Title:_____

6. ENERGY CONSERVATION REQUIREMENTS

42 U.S.C. 6321 et seq.
49 CFR Part 18

Applicability to Contracts
The Energy Conservation requirements are applicable to all contracts.

Parties Covered
Energy Conservation requirements extend to all third party Contractors and their contracts at every tier.

Energy Conservation - The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

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7. CLEAN WATER REQUIREMENTS
33 U.S.C. 1251

Applicability to Contracts
The Clean Water requirements apply to each contract and subcontract which exceeds $100.000.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

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10. LOBBYING
31 U.S.C. 1352
49 CFR Part 19
49 CFR Part 20

Applicability to Contracts
The Lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts.

Parties covered
The Lobbying requirements mandate the maximum flow down, (All prime and sub Contractors) pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5) and 49 C.F.R. Part 19, Appendix A, Section 7.

Mandatory Clause/Language
- Clause and specific language therein are mandated by 49 CFR Part 19, Appendix A. Modifications have been made to the Clause pursuant to Section 10 of the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*]

- Lobbying Certification and Disclosure of Lobbying Activities for third party Contractors are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.110(d)

- Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that Contractors file the certification required by 49 CFR Part 20, Appendix A.

Modifications have been made to the Lobbying Certification pursuant to Section 10 of the Lobbying Disclosure Act of 1995.

- Use of "Disclosure of Lobbying Activities," Standard Form-LLL set forth in Appendix B of 49 CFR Part 20, as amended by "Government wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.

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.

C1-A signature page required with proposal.

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11. ACCESS TO RECORDS AND REPORTS

49 U.S.C. 5325
18 CFR 18.36 (i)
49 CFR 633.17

Applicability to Contracts
Reference Chart "Requirements for Access to Records and Reports by Type of Contracts"

Parties Covered

Required for all prime Contractors, FTA does not require the inclusion of these requirements in subcontracts.

Access to Records - The following access to records requirements apply to this Contract:

1. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

2. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

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

Requirements for Access to Records and Reports by Types of Contract

Contract Characteristics		Operational Service Contract	Turnkey	Construction	Architectural Engineering	Acquisition of Rolling Stock	Professional Services
II Non State Grantees		Yes[1]	Those imposed on non-state Grantee pass thru to Contractor	Yes	Yes	Yes	Yes
a. Contracts below SAT ($100,000)		Yes[2]		Yes	Yes	Yes	Yes

b. Contracts above $100.000/Capital Projects							

Sources of Authority:
[1] 49 USC 5325 (a)
[2] 49 CFR 633.17
[3] 18 CFR 18.36 (i)

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12. FEDERAL CHANGES
49 CFR Part 18

Applicability to Contracts
The Federal Changes requirement applies to all contracts.

Parties Covered
The Federal Changes requirement flows down appropriately to each applicable changed requirement.

Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

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14. CLEAN AIR
42 U.S.C. 7401 et seq
40 CFR 15.61
49 CFR Part 18

Applicability to Contracts
The Clean Air requirements apply to all contracts exceeding $100,000, including indefinite quantities where the amount is expected to exceed $100.000 in any year.

Parties Covered
Clean Air requirements flow down to all subcontracts which exceed $100,000.

Clean Air - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the
Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

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15. RECYCLED PRODUCTS
42 U.S.C. 6962
40 CFR Part 247
Executive Order 12873

Applicability to Contracts
The Recycled Products requirements apply to all contracts for items designated by the EPA, when the purchaser or Contractor procures $10,000 or more of one of these items during the fiscal year, or has procured $10,000 or more of such items in the previous fiscal year, using Federal funds. New requirements for "recovered materials" will become effective May 1, 1996. These new regulations apply to all procurement actions involving items designated by the EPA, where the procuring agency purchases $10,000 or more of one of these items in a fiscal year, or when the cost of such items purchased during the previous fiscal year was $10,000.

Parties Covered
These requirements flow down to all to all Contractor and subContractor tiers.

Recovered Materials - The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

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19. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

Applicability to Contracts
Applicable to all contracts.

Parties Covered
Not required by statute or regulation for either primary Contractors or subContractors, this concept should flow down to all levels to clarify, to all parties to the contract, that the Federal Government does not have contractual liability to third parties, absent specific written consent.

No Obligation by the Federal Government.

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

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

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20. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

AND RELATED ACTS
31 U.S.C. 3801 et seq.
49 CFR Part 31 18 U.S.C. 1001
49 U.S.C. 5307

Applicability to Contracts
These requirements are applicable to all contracts.

Parties Covered
These requirements flow down to Contractors and subContractors who make, present, or submit covered claims and statements.

Program Fraud and False or Fraudulent Statements or Related Acts.

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

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a Project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

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

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21. TERMINATION
49 U.S.C. Part 18
FTA Circular 4220.1E

Applicability to Contracts
All contracts (with the exception of contracts with nonprofit organizations and institutions of higher education,) in excess of **$10,000** shall contain suitable provisions for termination by the grantee including the manner by which it will be effected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the Contractor.

22. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION
49 U.S.C. Part 29
Executive order 12549

Background and Applicability
In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, *Debarment and Suspension*, Executive Order 12689, *Debarment and Suspension*, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed **$25,000** as well as any contract or subcontract (at any level) for Federally required auditing services. 49 CFR 29.220(b).

Grantees, Contractors, and subContractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required. 49 CFR 29.300.

Grantees, Contractors, and subContractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:
The certification in this clause is a material representation of fact relied upon by the City and Univ
If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City and Univthe Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

C1-B signature page required with proposal.

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23. PRIVACY ACT
5 U.S.C. 552

Applicability to Contracts
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.

Parties Covered
The Federal Privacy Act requirements flow down to each third party Contractor and their contracts at every tier.

Contracts Involving Federal Privacy Act Requirements - 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.

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24. CIVIL RIGHTS REQUIREMENTS
29 U.S.C. § 623, 42 U.S.C. § 2000
42 U.S.C. § 6102, 42 U.S.C. § 12112

42 U.S.C. § 12132, 49 U.S.C. § 5332
29 CFR Part 1630, 41 CFR Parts 60 et seq.

Applicability to Contracts
The Civil Rights Requirements apply to all contracts.

Parties Covered
The Civil Rights requirements flow down to all third party Contractors and their contracts with all subContractors.

Clause Language
The following clause was predicated on language contained at 49 CFR Part 19, Appendix A, but FTA has shortened the lengthy text.

Civil Rights - The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes,

executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

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25. BREACHES AND DISPUTE RESOLUTION
49 CFR Part 18
FTA Circular 4220.1E

Applicability to Contracts
All contracts in excess of $100,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where Contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

28. DISADVANTAGED BUSINESS ENTERPRISE (DBE)
49 CFR Part 26

Background and Applicability

The newest version on the Department of Transportation's Disadvantaged Business Enterprise (DBE) program became effective July 16, 2003. The rule provides guidance to grantees on the use of overall and contract goals, requirement to include DBE provisions in subcontracts, evaluating DBE participation where specific contract goals have been set, reporting requirements, and replacement of DBE subContractors. Additionally, the DBE program dictates payment terms and conditions (including limitations on retainage) applicable to all subContractors regardless of whether they are DBE firms or not.

The DBE program applies to all DOT-assisted contracting activities. A formal clause such as that below must be included in all contracts above the micro-purchase level. The requirements of clause subsection b flow down to subcontracts.

Clause Language

The following clause language is suggested, not mandatory. It incorporates the payment terms and conditions applicable to all subContractors based in Part 26 as well as those related only to DBE subContractors. The suggested language allows for the options available to grantees concerning retainage, specific contract goals, and evaluation of DBE subcontracting participation when specific contract goals have been established.

Disadvantaged Business Enterprises

a. 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 City's overall goal for DBE participation is 0 **%.** A separate contract goal for **DBE participation has not** been established for this procurement.

The Maryland Department of Transportation Directory of Certified MBE, DBE, SBE and ACDBE firms is listed online at http://mbe.mdot.state.md.us/directory/

b. 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 DOT-assisted 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 County deems appropriate. Each subcontract the Contractor signs with a subContractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)).

30. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS
FTA Circular 4220.1E

Applicability to Contracts
The incorporation of FTA terms applies to all contracts.

Parties Covered
The incorporation of FTA terms in all subContractor's contracts

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

Required Signature Pages to be submitted with the proposal

C1-A,

49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding $100,000)

The [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) **The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.**

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

Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.

The Contractor, _____ certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

C1-B

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION CERTIFICATION

The certification in this clause is a material representation of fact relied upon by the City of College Park and the University of Maryland. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City of College Park and the University of Maryland, the Federal Government may pursue available remedies including but not limited to suspension and/or debarment. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

The undersigned chief legal counsel

Hereby certifies that _____ has authority under state and local law to comply with the subject assurances and that the certification has been legally made.

_____

Signature of Firm's Attorney

_____

Date

The Drug-free Workplace Act of 1988(41 USC 702):

The State will provide a drug-free workplace by:

a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

b) Establishing a drug-free awareness program to inform employees about:

   1) The dangers of drug abuse in the workplace.
   2) The grantee's policy of maintaining a drug-free workplace.
   3) 3)Any available drug counseling, rehabilitation, and employee assistance programs.
   4) The penalties that may be imposed upon employees for drug violations occurring in the workplace.

c) Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a).

d) d)Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
   1) Abide by the terms of the statement.
   2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.

e) Notifying the agency within ten days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction.

f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted -
   1) Taking appropriate personnel action against such an employee, up to and including termination.
   2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f) above.

Executive Order 12549
DATE: 02-18-86
34 -- Government Management

Debarment and Suspension

By the authority vested in me as President by the Constitution and laws of the United States of America, and in order to curb fraud, waste, and abuse in Federal programs, increase agency accountability, and ensure consistency among agency regulations concerning debarment and suspension of participants in Federal programs, it is hereby ordered that:

Section 1.

(a) To the extent permitted by law and subject to the limitations in Section 1(c), Executive departments, and agencies shall participate in a system for debarment and suspension from programs and activities involving Federal financial and nonfinancial assistance and benefits. Debarment or suspension of a participant in a program by one agency shall have government-wide effect.

(b) Activities covered by this Order include but are not limited to: grants, cooperative agreements, contracts of assistance, loans, and loan guarantees.

(c) This Order does not cover procurement programs and activities, direct Federal statutory entitlements or mandatory awards, direct awards to foreign governments or public international organizations, benefits to an individual as a personal entitlement, or Federal employment.

Sec.2. To the extent permitted by law, Executive departments, and agencies shall:

(a) Follow government-wide criteria and government-wide minimum due process procedures when they act to debar or suspend participants in affected programs.

(b) Send to the agency designated pursuant to Section 5 identifying information concerning debarred and suspended participants in affected programs, participants who have agreed to exclusion from participation, and participants declared ineligible under applicable law, including Executive Orders. This information shall be included in the list to be maintained pursuant to Section 5.

(c) Not allow a party to participate in any affected program if any Executive department or agency has debarred, suspended, or otherwise excluded (to the extent specified in the exclusion agreement) that party from participation in an affected program. An agency may grant an exception permitting a debarred, suspended, or excluded party to participate in a particular transaction upon a written determination by the agency head or authorized designee stating the reason(s) for deviating from this Presidential policy. However, I intend that exceptions to this policy should be granted only infrequently.

Sec.3. Executive departments and agencies shall issue regulations governing their implementation of this Order that shall be consistent with the guidelines issued under Section 6. Proposed regulations shall be submitted to the Office of Management and Budget for review within four months of the date of the guidelines issued under Section 6. The Director of the Office of Management and Budget may return for reconsideration proposed regulations that the Director believes are inconsistent with the guidelines. Final regulations shall be published within twelve months of the date of the guidelines.

Sec.4. There is hereby constituted the Interagency Committee on Debarment and Suspension, which shall monitor implementation of this Order. The Committee shall consist of representatives of agencies designated by the Director of the Office of Management and Budget.

Sec. 5. The Director of the Office of Management and Budget shall designate a Federal agency to perform the following functions: maintain a current list of all individuals and organizations excluded from program participation under this Order, periodically distribute the list to Federal agencies, and study the feasibility of automating the list; coordinate with the lead agency responsible for government-wide debarment and suspension of contractors; chair the Interagency Committee established by Section 4; and report periodically to the Director on implementation of this Order, with the first report due within two years of the date of the Order.

Sec.6. The Director of the Office of Management and Budget is authorized to issue guidelines to Executive departments and agencies that govern which programs and activities are covered by this Order, prescribe government-wide criteria and government-wide minimum due process procedures, and set forth other related details for the effective administration of the guidelines.

Sec. 7. The Director of the Office of Management and Budget shall report to the President within three years of the date of this Order on Federal agency compliance with the Order, including the number of exceptions made under Section 2(c), and shall make recommendations as are appropriate further to curb fraud, waste, and abuse.
The provisions of Executive Order 12549 of Feb. 18, 1986, appear at 51 FR 6370, 3 CFR, 1986 Comp., p. 189, unless otherwise noted.