

Central Arkansas Transit Authority

REQUEST FOR QUALIFICATIONS
2012-02

FOR DEVELOPMENT OF A

PUBLIC RELATIONS PLAN

OdwyerPr.com

BACKGROUND

The Central Arkansas Transit Authority (CATA) has operated the public transportation system since 1984. Forty seven buses operate during peak hour service, with 21 regular fixed routes and 3 express routes. CATA also operates a 'demand-response' system with 24 buses in service for individuals certified as medically unable to ride regular bus transportation. The River Rail Streetcar system runs on a 3.4 mile track linking the cities of Little Rock and North Little Rock with scenic stops along the route. There are five historic replica streetcars with three in daily service. CATA does not operate charter services due to changed federal regulations, but does lease the streetcars for special events.

CATA is currently working with the KFH group on a Comprehensive Operational Analysis to look at current service, routes, etc. Once the CATA Board of Directors receives the final report, there may be some public relations related items that will require attention.

SCOPE OF WORK:

The Central Arkansas Transit Authority is soliciting the services of a qualified firm to develop a comprehensive Public Relations Plan for the Central Arkansas service area which includes Pulaski County, and the cities of Little Rock, North Little Rock, Sherwood and Maumelle. The purpose of the Plan is to:

1. increase awareness of the economic impact of the public transportation system,
2. increase ridership, especially among non-traditional riders, through effective use of social media,
3. address and communicate any changes resulting from the 2012 Comprehensive Operational Analysis
4. develop a consistent key message for board members and employees

The Central Arkansas Transit Authority (CATA) operates on an annual budget of approximately \$15 million dollars. Capital funding comes from the Federal Transit Administration and operating funding comes from our county and city partners listed above. CATA has a strong brand and is easily identified in the community.

As the contracted PR service provider, you will be offered the unique opportunity to assist the largest urban transit agency in the state of Arkansas in making the community aware of the benefits of a good public transportation system and to increase ridership. Those benefits include the economic impact on area businesses, decreased traffic and parking demands, ability of the general public to get to jobs, school, medical

appointments, and shopping. In addition to the economic impact on businesses along the streetcar line, the streetcar has proven to be an excellent draw for tourists.

The contracted PR service provider will assist CATA in meeting the following goals:

1. Assist in the development of a key message concerning the value of a comprehensive public transportation system (bus and rail), both from a public service and an economic development perspective.
2. Train board members and employees on message consistency.
3. Identify specific customer markets for potential ridership growth and recommend ways to reach those markets.
4. Develop a 3-6 month calendar of proactive news release dissemination focusing on the positive economic impact of the River Rail streetcar system as well as human interest stories focusing on the positive impact that public transportation has on jobseekers and the employed during difficult economic times.
5. Identify opportunities to integrate transit involvement in community planning.
6. Identify the most successful social media integration and new technology available to attract a younger or non-traditional public transit customer.
7. Assist with the development and coordination of key media events.
8. Evaluate current media coverage and advertising to determine if messages are positive.
9. Assist CATA in communicating to the public the goals established by the CATA Board of Directors as a result of the 2012 Comprehensive Operational Analysis.
10. Marketing special fares, such as day passes, monthly passes, student and senior passes.
11. Marketing the public transportation system as efficiently managed, customer friendly and safe.

Response to this RFQ must address how bidder intends to carry out the work described in the Scope of Work in sufficient detail to determine a clear understanding of the project and the ability to carry out the work as described.

CATA will evaluate the information provided in the response to this proposal and will, as part of the negotiation process with the selected contractor, decide which functions will be the sole responsibility of the contractor, which can be carried out by CATA staff and which functions might be coordinated between CATA staff and selected contractor.

TIMELINE:

The timeline will be determined by the negotiated terms of the final contract.

BUDGET:

The budget for this contract will be determined by the negotiated terms of the final contract. A maximum of \$25,000 has been allocated for the development of this Plan.

The contract for this project will include all applicable fees and hard cost reimbursement, on a time and cost basis.

QUALIFICATIONS:

The Central Arkansas Transit Authority is looking to work with an established firm that has experience in the not for profit sector. Current or past experience with transit related businesses will receive favorable consideration.

PROPOSALS:

Interested firms are invited to submit a proposal **not later than 2:00 p.m. March 9, 2012**. The proposal must include the following:

- Company background
- Key employee(s) assigned to the project
- Outline of experience and examples of project work and work specifically related to the type work outlined in this request
- Cost estimate of creation, implementation and evaluation of comprehensive PR plan, including a complete breakdown of billing rates
- Implementation timeline
- Client references

Proposals should be mailed or hand carried to:

Sharon Williams
Director of Administration.
Central Arkansas Transit Authority
901 Maple Street
North Little Rock, AR 72114

EVALUATION

Relevant experience	30 points
Demonstrated Understanding of Project	35 points
Demonstrated Ability to Perform Scope of Work	35 points

The Central Arkansas Transit Authority may shortlist the most qualified firms/individuals for an interview to determine their working style and ability to execute the contract if it is in the best interest of CATA.

**Professional Services
CONTRACT PROVISIONS**

4.0 Change Orders:

Change Orders shall be requested when the Scope of Work is changed resulting in significant expansion or narrowing of the contracted work to be performed.

4.1 Change Order Procedure:

All Change Order requests shall be in writing and agreed upon by both parties prior to changes being made.

4.2 Regulatory Changes:

RESERVED

4.3 Breach of Contract:

If the Contractor shall fail, refuse or neglect to fully comply with the terms and provisions hereof, such a failure, refusal or neglect shall be deemed a breach of this Contract, and the Authority may, in its discretion, pursue any and all of its lawful remedies.

4.4 Disputes:

Except as otherwise provided for in this Contract, any dispute concerning a question of fact arising under this Contract which is not disposed of by agreement of the Contractor and the Authority, shall be decided by the Executive Director of the Authority, who shall reduce this decision to writing, and mail or otherwise deliver a copy of same to the Contractor within twenty (20) days after the dispute is submitted for determination. The decision of the Executive Director of the Authority shall be final and conclusive upon the parties hereto, unless determined by a court of competent jurisdiction to have been fraudulent or capricious or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this Section, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contractor's obligations under the Contract and in accordance with the Executive Director's decision, unless the Contractor, in good faith, believes that continued performance will adversely affect the safety of the product or services being supplied hereunder or have significant impact on the Contractor's production schedule. This "Disputes" clause does not preclude consideration of questions of law in connection with decisions provided for above, provided, that nothing in this Contract shall be construed as making final the decision of any administrative official, representative or board on the question or law. On procurement items in which FTA funding is involved, the Contractor shall be aware of protest procedures with the FTA Regional Offices.

4.5 Termination for Default:

The Authority, by written notice, may terminate this Contract, in whole or in part, if the Contractor fails or refuses to perform any of the provisions hereof within the time and in the manner specified herein and/or any extensions thereof or if the Contractor fails to make progress in the performance of the Contractor's obligations hereunder so as to endanger performance of this Contract in accordance with its terms and, in either of said events, the Contractor does not cure such failure to so perform within a period ten (10) days after receipt of notice of default from the Authority. If the Contract is terminated in whole or in part for default, the Authority may procure upon such terms and in such manner as the Authority may deem appropriate, supplies or services similar to those so terminated. The Contractor shall be liable to the Authority for any excess costs for such similar supplies or services and shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.

Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

Payment for completed supplies or services delivered to, performed for, and accepted by the Authority shall be at the contract price. The Authority may withhold from amounts otherwise due the Contractor for such completed supplies such sum as the Authority determines to be necessary to protect the Authority against loss because of outstanding liens or claims of former lien holders.

If, after notice of termination of this Contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to termination for convenience of the Authority.

The rights and remedies of the Authority provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

4.6 Termination for Convenience:

The Authority, by written notice, may also terminate this Contract, in whole or in part, if it is in the best interest of the Authority as determined, from time to time, by the Authority in its sole discretion. Any such termination shall be effected by delivery to the Contractor of a notice of termination specifying the extent to which the performance of work under the Contract is terminated and the date upon which such termination shall be effective. If this Contract is for supplies and is so terminated, the Contractor shall be compensated in accordance with its auditable cost to point of notification of terminations

and its cost incurred pursuant to and in compliance with Section 4.7 below. To the extent that this Contract is for services and is so terminated, the Authority will be liable only for payment in accordance with the payment provision of this Contract for services rendered to the effective date of termination.

4.7 Contractor Action:

After receipt of a notice of termination, and except as otherwise directed by the Authority, the Contractor shall: (i) Stop work under the Contract on the date and to the extent specified in the notice of termination; (ii) Place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under the Contract as is not terminated; (iii) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination; (iv) Assign to the Authority in the manner, at the times, and to the extent directed by the Authority, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which the Authority shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts; (v) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authority, to the extent it may require, which approval or ratification shall be final for all the purposes of this clause; (vi) Transfer title to the Authority and deliver in the manner, at the times, and to the extent, if any, directed by Authority the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated, and the completed or partially completed plans, drawings, information and other property which, if the Contract had been completed, would have been required to be furnished to the Authority; and (vii) Use its best efforts to sell, in the manner, at the times, to the extent, and at the price(s) directed or authorized by the Authority, any property of the types referred to above, provided, however, that the Contractor shall not be required to extend credit to any purchaser, and may acquire any such property under the conditions prescribed by and at a price(s) approved by the Authority, and provided further, that the proceeds of any such transfer of disposition shall be applied in reduction of any payments to be made by the Authority to the Contractor under this Contract, or shall otherwise be credited to the price or cost of the work covered by this Contract, or paid in such other manner as the Authority may direct, for the protection or preservation of the property related to this Contract which is in the possession of the Contractor and in which the Authority has or may acquire an interest.

4.8 Communications:

In cases where communication is required between Contractor and the Authority, such as further information, furnishing of specifications, or obtaining approval of proposed work such communications from Contractor shall be forwarded directly to the Executive Director of the Authority. Communications shall be in writing and delivered personally, by facsimile (fax) or telegram, or by regular, registered, or certified mail. Telephone calls may be used to expedite communications, but shall not be official communications unless confirmed in writing. Communications shall be considered received at the time actually received the addressee or designated agent.

4.9 Contractor Responsibility:

In case of any variance, this specification shall take precedence over Contractor's or subcontractor's own specification. The Contractor shall assume responsibility for all materials and services used, whether the same is manufactured by the Contractor or purchased ready made from a source outside the Contractor's company. In case of the replacement of a subcontractor, the Contractor shall, within five (5) days, notify the Authority in writing of the replacement and provide name, address, telephone number, and the type of service.

4.10 Federal Changes:

The 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 Agreement (Form FTA MA (2) dated October, 1995) between the Authority and FTA, as they may be amended or promulgated from time to time.

4.11 No Federal Government Obligations to Third Parties:

The Contractor agrees that, absent the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to the Contractor in connection with the performance of the project described in the contract.

4.12 False or Fraudulent Statements and Claims:

The Contractor acknowledges and agrees as follows:

(1) The Contractor recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 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 the Project. The Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Authority reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended.

(2) The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Authority in connection with an urbanized area formula project financed with Federal assistance authorized by 49 U.S.C. § 5307, the Authority reserves the right to impose on the Contractor the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Authority deems appropriate.

4.13 Maintenance of Records:

The Contractor shall at all times maintain reasonable records relating to the performance of this Contract. Such records shall be in conformity with the generally accepted accounting principals. Records shall be available to the Authority and its representative(s).

4.14 Audit and Inspection of Records:

The Contractor shall permit the Authority, the authorized representative of the Authority, the United States Department of Transportation, and the Comptroller General of the United States to inspect and audit all data and records of the Contractor relating to its performance under the contract. The Contractor and its suppliers shall maintain records concerning minority/disadvantaged business enterprises for a period of three (3) years after completion of the contract.

4.15 Prohibited Interest - Contractor:

The Contractor warrants and represents that it presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of services, required to be performed under this Contract. The Contractor further warrants and represents that in the performance of this Contract, it shall not employ any person with such interest.

4.16 Prohibited Interest - Authority:

No member, officer, or employee of the Authority, or of a local public body during their tenure, or for one (1) year thereafter, or organization which employs, or is about to employ any of the above, shall have any interest, direct or indirect, in this Contract or the proceeds thereof.

4.17 Interest of Members or of Delegates to Congress:

In accordance with 41 U.S.C. § 22, no member of or delegate to the United States Congress shall be admitted to any contract resulting from this RFP or derive any benefit therefrom.

4.18 Non-Collusion Assurance:

The Contractor warrants, by sworn affidavit, executed by a duly authorized officer, that neither it, nor its agents, nor any other party on its behalf, has paid or agreed to pay, directly or indirectly, any person, firm, or corporation any money or valuable consideration for assistance in procuring or attempting to procure this Contract, and further, that no such money or reward will be hereinafter paid. This affidavit is attached hereto as Certificate Number Three.

4.19 Grant Contract:

The services and/or product described herein is to be purchased with the assistance of a Grant from the Federal Government under the Federal Transit Administration Act of 1964. The Contractor shall be required to comply with all terms and conditions prescribed for third party contracts in a grant contract between the United States of America and the Authority.

4.20 Buy America:

RESERVED

4.20(a) Fly America:

The Contractor understands and agrees that the Federal Government will not participate in the costs of international air transportation of any individuals involved in or property acquired for the contract unless that air transportation is provided by U.S. Flag air carriers to the extent service by U.S. flag air carriers is available.

4.21 Cargo Preference:

The Contractor agrees to comply with U.S. Maritime Administration regulations, "Cargo Preference – U.S. Flag Vessels," 46 C.F.R. Part 381, to the extent those regulations apply to this contract.

4.22 Indemnifications:

(a) The Contractor covenants and agrees with the Authority that it shall defend, indemnify, save and hold harmless the Authority, its agents, officers, directors and employees of, from and against any and all suits, proceedings, claims, causes of action, awards (including any punitive awards), damages (including any claim for property damage and/or injury to persons, including death and disease), decrees, judgments, liabilities, losses, demands and any and all costs, expenses, attorney's fees and any fees, charges and expenses of any expert witnesses or professionals incurred by the Authority, its agents, officers, directors and employees (including any such costs, expenses, fees and charges incurred in the enforcement of this indemnification) arising out of, resulting from, related to or in any way connected to: (i) the Contractor's acts or omissions, including acts or omissions of its employees, servants and agents, (ii) the performance by the Contractor, its employees, servants and agents of the Contractor's obligations hereunder, (iii) the violation by the Contractor, its employees, servants and agents of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished hereunder, (iv) the violation by the Contractor, its employees, servants and agents of any federal, state or local laws and regulations applicable to or relating to this Contract and (v) any alleged infringement of the United States Letters Patent or patent laws, regulations and rules covering any product, materials, supplies or equipment to be furnished hereunder.

(b) In any and all claims against the Authority or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation benefits payable by or for the Contractor, or any subcontractor under workers compensation acts, disability benefit acts or other employee benefit acts.

4.23 Unavoidable Delays:

RESERVED

4.24 Notification of Delays:

The Contractor shall notify the

4.25 Request for Extension:

RESERVED

4.26 Equal Employment Opportunity:

The Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. 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, sex, disability, age, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to insert the foregoing provision, modified as necessary to identify the affected parties, in each third party contract implementing this procurement, except third party contracts for standard commercial supplies, raw materials, or construction, and shall require each third party contractor to insert a similar provision in each subcontract, except subcontracts for standard commercial supplies, raw materials, or construction.

4.27 Labor Provisions

RESERVED

4.28 Equal Employment Opportunity

RESERVED

4.29 Insurance

RESERVED

4.30 Subcontracts:

The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in Section 4.26, 4.27, and 4.31 through 4.33, as well as a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor within these clauses.

4.31 Disadvantaged Business Enterprises:

The Contractor agrees to comply with current US DOT regulations on participation of DBE's, as defined in 49 CFR part 23, in the performance of contracts and subcontracts financed in whole or in part with Federal Funds provided under this agreement. In this regard, the Contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that DBE's have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of USDOT-assisted contract.

4.32 Non-Discrimination:

During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

(a) **Compliance with Regulations:** The Contractor agrees to and shall comply with the Title VI of the Civil Rights Act of 1964, 42 USC §2000d and the Regulations relative to nondiscrimination in federally assisted programs of the Authority (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "Regulations", which are herein incorporated by reference and made a part of this Contract).

(b) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, color, sex, age, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(c) **Solicitations for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age, or national origin.

(d) **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Transit Administration (FTA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information is required, which is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the Authority, or the Federal Transit Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

(e) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the Authority shall impose such contract sanctions as it or the Federal Transit Administration may determine to be appropriate including, but not limited to: (i) withholding of payments to the Contractor under the Contract until the Contractor complies; and/or (ii) cancellation, termination or suspension of the Contract, in whole or in part.

(f) **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (a) through (e) of this section in every subcontract, including procurements

of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

(g) The Contractor shall take such action with respect to any subcontract or procurement as the Authority or the Federal Transit Administration may direct, as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the Authority to enter into such litigation to protect the interests of the Authority and, in addition, the Contractor may request the services of the Attorney General in such litigation to protect the interests of the United States.

4.33 Americans with Disabilities Act:

The Contractor agrees to comply with, and assure that any of its subcontractors hereunder complies with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §§ 12101 et seq.; section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; 49 U.S.C. § 5301(d); and the following regulations and any amendments thereto:

- (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 Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- (c) U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 49 C.F.R. Part 38;
- (d) Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (e) DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- (f) General Services Administration regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- (g) Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- (h) Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
- (i) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609.

**4.36 Patent Rights:
RESERVED**

4.37 Contract Work Hours And Safety Standards:

RESERVED

4.38 Project Signs

RESERVED

4.39 Environmental Protection, Clean Air and Water, Pollution Control

All facilities and equipment utilized by Contractor in the performance of this Contract shall be designed and equipped to prevent or control air pollution in compliance with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1990. If multiple air pollution regulations are in force, the more restrictive criteria shall govern. The Contractor and any suppliers shall submit evidence to the Authority that the governing air pollution criteria will be met, and that facilities used for manufacture of the vehicles are not included on the EPA List for Violating Facilities. Violations shall be reported to the Regional Office of the Environmental Protection Agency and to the FTA Regional Office.

Clean Air and Water:

The Contractor agrees:

- a) In the performance of the contract to comply with all the requirements of Section 114 of the Clean Air Act, 42 USC 7414, and Section 308 of the Clean Water Act, 33 USC 1318, relating to inspection, monitoring, entry, reports, and information, as well as other requirement specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued to implement those acts before the award of this contract;
- b) That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities for the duration of time the facility remains on the list unless and until the EPA eliminated the name of the facility from the listing;
- c) To use best efforts to comply with clean air standards and clean water standards at the facility in which the contract is being performed;
- d) To insert the substance of this clause into any nonexempt subcontract, including this subparagraph; and
- e) To notify the Authority if a facility the Contractor intends to use is on the list of violating facilities or knows that it is recommended to be placed on the list.

4.40 Energy Conservation

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

4.41 Recycled Products
RESERVED

4.42 Seismic Safety

The Contractor agrees to comply with the Earthquake hazards Reduction Act of 1977, as amended and with Executive Order No. 12699, "Seismic Safety of Federal and Federally-Assisted or Regulated New Building Construction".

4.43 Miscellaneous:

The parties hereto agree to the following provisions:

(a) This Agreement is entered into in the State of Arkansas and shall be construed and interpreted in accordance with its laws.

(b) Each party and counsel for each party have reviewed this Agreement and, accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement. No inferences shall be drawn from the fact that changes have been agreed to herein from the prior Agreements.

(c) In the event one or more of the provisions (or portions thereof) of this Agreement is determined to be illegal or unenforceable, the remainder of this Agreement shall not be affected thereby and each remaining provision or portion thereof shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law.

(d) This Agreement contains all the terms and conditions agreed upon by the parties hereto with respect to the transactions contemplated hereby and all prior agreements whether written, verbal or arising by past practice, are deemed to have merged into this Agreement. This Agreement shall not be amended, altered or modified except by written instrument signed by all of the parties.

(e) This Agreement shall be binding upon and inure to the benefit of the representatives, heirs, estates, successors and assigns of the parties hereto.

(f) Nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or give any person, firm or corporation, other than the parties hereto, their representatives, heirs, estates, successors and assigns, any benefits, rights or remedies under or by reason of this Agreement.

(g) Time is of the essence of this Agreement.

(h) This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

(i) The waiver of any breach or condition of this Agreement by any party hereto shall not constitute a precedent for any subsequent waiver or breach of any condition and the Parties further agree that this Agreement terminates and renders inoperative and unenforceable all verbal agreements between the Parties hereto.

(j) The word employee, person, officer, representative and all personal pronouns used herein, whether used in the masculine, feminine or neuter gender, shall include all other genders. Any word used herein stated in the singular shall include the plural, and vice versa. All titles and articles are for convenience only, and neither limit nor amplify the provisions of this Agreement, and all references herein to articles, paragraphs or subparagraphs hereof shall refer to the corresponding articles, paragraphs or subparagraphs of this Agreement unless a specific reference is made to such articles, paragraphs or subparagraphs of another document or instrument.

4.44 Incorporation of Federal Transit Administration (FTA) Terms:

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or to expressly set forth in the preceding contract provisions. All contractual provisions required by DOT as set forth in FTA Circular 4220.1E, dated June 19, 2005, 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 Central Arkansas violation of the FTA terms and conditions. Transit Authority requests which would cause Central Arkansas Transit Authority to be in conflict or non-compliance with Federal Transit Administration policies, laws or regulations.

CERTIFICATE NUMBER ONE
ELIGIBLE BIDDER CERTIFICATION

The Bidder warrants and represents that neither the Bidder, any of its employees or its subcontractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (2) Have not within a three-year period preceding this Bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph two (2) of this certification; and
- (4) Have not within a three-year period preceding this application/Bid had one or more public transactions (Federal, State or local) terminated for cause or default.

The person executing this certification further represents, warrants and affirms the truthfulness and accuracy of the contents of the statements submitted on or with this Certification and understand that the provisions of 31 U.S.C. Sections 3801 Et Seq are applicable thereto.

BIDDER NAME

BY: _____

TITLE: _____

**CERTIFICATE NUMBER TWO
RECEIPT OF ADDENDA
CERTIFICATION**

The Bidder warrants and represents that it has received all Addenda (if any) issued by the Authority in connection with this Request for Qualifications.

BIDDER NAME

BY: _____

TITLE: _____

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CERTIFICATE NUMBER THREE
NON-COLLUSION ASSURANCE AFFIDAVIT

The undersigned, having first been duly sworn, on and under oath state and affirm as hereinafter stated:

1. That I am the person responsible for the final decision as to the price (s) and amount of this Bid or, if not, that I have written authorization, attached to this certification, from that person to make the statements sent forth below on his or her behalf and on behalf of the Bidder.

2. I further attest that:
 - (a) The price(s) and amount of this Bid have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition with any other Contractor, bidder or potential bidder.
 - (b) Neither the price(s) nor the amount of this Bid has been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the Bid Opening Date.
 - (c) No attempt has been made or will be made to solicit, cause or induce any firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
 - (d) The Bid of this Bidder is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.
 - (e) This Bidder has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.
 - (e) This Bidder has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for this Bidder submitting a complementary bid, or agreeing to do so, on this project.

(g) I have made a diligent inquiry of all members, officers, employees, and agents of this Bidder with responsibilities relating to the preparation, approval or submission of this Bidder's Bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this affidavit.

3. Further Affiant sayeth not.

Made and executed this _____ day of _____, 20__.

Affiant's name

SUBSCRIBED AND SWORN to before me a Notary Public of and for the County and State aforesaid on this _____ day of _____, 20__.

Notary Public

My Commission Expires:

**CERTIFICATE FOUR
DISADVANTAGED/WOMEN BUSINESS ENTERPRISE
CERTIFICATION**

The undersigned, having first been duly sworn, on and under oath state and affirm as hereinafter stated:

1. That I am the Bidder or I have been duly authorized by the Bidder to make the statements sent forth below on behalf of the Bidder.
2. I further attest that:
 - (a) The Bidder is a Disadvantaged Business Enterprise and meets the eligibility requirements detailed in 49 CFR Part 26.
 - (b) The Bidder is certified with the Arkansas Highway and Transportation Department's DBE/WBE program or, if the Bidder has not been not certified through the Arkansas Highway and Transportation Department, the source of the Bidder's DBE certification is : (Please Insert Source of DBE Certification here):

3. Further Affiant sayeth not.

Made and executed this _____ day of _____, 20__.

Affiant's name

SUBSCRIBED AND SWORN to before me a Notary Public of and for the County and State aforesaid on this _____ day of _____, 20__.

My Commission Expires:

Notary Public

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**CERTIFICATE NUMBER FIVE
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

The undersigned, having first been duly sworn, on and under oath state and affirm as hereinafter stated:

1. That I am the Bidder or I have been duly authorized by the Bidder to make the statements sent forth below on behalf of the Bidder.

2. I further attest that:

(a) the policy of the Bidder is to insure equal opportunity and non-discrimination, and require that all employees and applicants for employment be treated equally regardless of race, color, sex, national origin, religion, age and physical handicap not related to the ability to perform a particular job or occupation, and,

(b) that the Bidder agrees to treat each person fairly without regard to race, color, sex, national origin, religion, age and physical handicap not related to the ability to perform a particular job or occupation, with respect to employment, upgrading, promotion, demotion, transfer, layoffs, termination, rates of pay or other forms of compensation, selection for training, and other terms and conditions of employment and further agrees to include in all recruitment advertising the notation that it is "An Equal Opportunity Employer, " and to register its employment advertisements with such minority and female community organizations as may be recommended by the Contract Compliance Division of the City Attorneys Office.

3. Further Affiant sayeth not.

Made and executed this _____ day of _____, 20__.

Affiant's name

SUBSCRIBED AND SWORN to before me a Notary Public of and for the County and State aforesaid on this _____ day of _____, 20__.

Notary Public

My Commission Expires:

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CERTIFICATE NUMBER SIX
CERTIFICATION OF RESTRICTIONS ON LOBBYING

The undersigned, having first been duly sworn, on and under oath state and affirm as hereinafter stated:

1. That I am the Bidder or I have been duly authorized by the Bidder to make the statements sent forth below on behalf of the Bidder.
2. I further attest that:
 - (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder, to any person for influencing or attempting to influence an officer or employee of any agency, 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, and,
 - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Bidder shall complete and submit the Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions, and,
 - (c) that the Bidder 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.
 - (d) The undersigned acknowledges that this certification is a material representation of fact upon which reliance is placed when this transaction is 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.

3. Further Affiant sayeth not.

Made and executed this _____ day of _____, 20__.

Affiant's name

SUBSCRIBED AND SWORN to before me a Notary Public of and for the County
and State aforesaid on this _____ day of _____, 20__

Notary Public

My Commission Expires:

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**CERTIFICATE NUMBER SEVEN
BUY AMERICA CERTIFICATION**

Certification of Compliance with 49 U.S.C. 5323(j)(2)(C)

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 C.F.R. Part 661.11

Date _____

Signature _____

Title _____

Company Name _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11, but may qualify 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 _____

Title _____

Company Name _____