



REQUEST FOR PROPOSALS (RFP) #21-0134 TRANSIT MARKETING AND REBRANDING

NIGP Commodity Codes: 91501 Advertising Agency Services
91522 Communications Marketing Services
91876 Marketing Consulting

Issue Date: November 02, 2020 • Due Date/Time: December 03, 2020 – 1:00 P.M. EST

Purchasing Manager: Matt McGovern | E-mail Address: mrmcgovern@fredericksburgva.gov

PROPOSAL SUBMISSION: All proposals must be received by the date and time shown on the cover page of this solicitation at the following address. Any proposals received after the stated time and date will be returned unopened. See Standard Terms for additional REQUIRED information regarding “Identification of Sealed Proposals.”	
Delivery address: City of Fredericksburg, Finance Dept. Attn. Matt McGovern, 715 Princess Anne Street, Fredericksburg, VA 22401	
CLARIFICATION OF TERMS: If any prospective Offeror has questions about the specifications or other solicitation documents, then it is the Offeror’s responsibility to contact the Purchasing Manager in writing, no later than November 18, 2020. Oral requests for information will not be accepted. No further written inquiries will be accepted after 4:00 P.M. local time on November 18, 2020. Any revisions to the solicitation will be made only by an addendum issued by the Purchasing Manager. Any addenda, notifications, extensions, cancellations or changes will be posted on the City’s website at www.fredericksburgva.gov and the Commonwealth of Virginia’s e-procurement website, www.eva.virginia.gov . No other notification is required. It is the responsibility of the prospective Offeror to obtain all current information from either the City website or the eVA website.	
PERIOD OF CONTRACT: Two (2) base year contract. Three (3) one-year options.	
The undersigned hereby offers and agrees to furnish all goods and/or services in accordance with the attached signed proposal and the mandatory requirements outlined herein, or as mutually agreed upon through subsequent negotiation.	
Company Name: _____	Email: _____
Address: _____	Telephone: _____
City/State/ZIP: _____	Fax: _____
Signature: _____	Cell: _____
Printed Name: _____	DUNS Number: _____
Title: _____	eVA Vendor ID: _____
Date: _____	Vendor SCC ID: _____
NOTE: This public body does not discriminate against faith-based organizations in accordance with the <i>Code of Virginia</i> , §2.2-4343.1 or against an Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.	

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A. PURPOSE

Fredericksburg Regional Transit, a department of the City of Fredericksburg (City), is soliciting proposals from experienced and qualified Marketing/Branding firms to provide communications, marketing, and rebranding services for a transit system. Fredericksburg Regional Transit (FRED) will select one (1) Supplier to fulfill its marketing and rebranding requirements as outlined in this solicitation. FRED is seeking a complete brand refresh as part of this effort.

B. BACKGROUND

Fredericksburg Regional Transit provides public transit services in the City of Fredericksburg and the counties of Spotsylvania and Stafford. The region is located in central Virginia, on the I-95 corridor, between Washington, D.C. and Richmond. FRED was formed in 1996 to provide service to the City of Fredericksburg and now it provides service to three jurisdictions, the University of Mary Washington, Germanna Community College and provides VRE feeder bus service. FRED is a deviated fixed route system providing approximately 300,000 trips annually (FY19), with no paratransit service. FRED is a department of the City of Fredericksburg. The department also takes advice and direction for its Public Transit Advisory Board (PTAB), whose purpose is “to provide citizen, private, and public partner input on the public transit needs of the City and the Region.”

C. SCOPE OF PROJECT

The intent for this Request for Proposal (RFP) is to establish one contract for a marketing and rebranding project to solidify FRED’s identity. The selection of the firm will be the best value in accordance with the procurement requirements. FRED will select the most qualified firm with regard to the project component(s) to negotiate fair and reasonable rate(s) for services provided. Most of the project(s) anticipated to be undertaken will be grant funded; the source of grant funding may include either state or federal funds. The contract to be awarded will include mandated federal provisions and certifications.

This project will be performed according to the scope of work for the initial/baseline components. Then work may be requested on an as-needed basis at the sole discretion of FRED. Offerors must provide a response and pricing to all components. All necessary staffing, travel, management, supervision, materials, equipment, and supplies shall be provided by the firm to complete the identified services. Offers must indicate what components and/or deliverables would be completed by subcontractors.

Questions concerning the RFP should be submitted in writing to:
Matthew McGovern, Purchasing Manager
City of Fredericksburg
mmcgovern@fredericksburgva.gov
540-479-8776

The City of Fredericksburg shall be exempt for any liability for costs incurred by Offerors in preparation of the proposals.

D. PROPOSAL SUBMITTAL

Proposals must be submitted to the City of Fredericksburg Department of Finance by **1PM EST, December 03, 2020** and must be addressed as follows:

Vendor Name	
Street or Box Number	
City, State, Zip Code	POSTAGE*
	City of Fredericksburg Finance Department Attn: <u>Matt McGovern</u> 715 Princess Anne Street Fredericksburg, VA 22401
RFP #:	21-0134
RFP Title:	Transit Marketing and Rebranding
Due Date:	As noted on cover page
Time:	As noted on cover page

Proposals must include all information as referenced in the specification. Proposals must include a proposal price for each component presented. All proposal amounts shall be guaranteed for not less than sixty (60) days after the proposal submittal deadline date. Any proposals submitted after 1:00PM on December 03, 2020 will not be accepted and may be returned unopened at the Proposer’s expense.

E. INSTRUCTIONS TO PROPOSERS

1. FRED will accept competitive sealed proposals for this solicitation.
2. FRED reserves the right, at its option, to request any Proposer submit additional information that may be necessary to clarify the Proposal and submit additional information which FRED deems necessary in order to evaluate the Proposer’s Proposal and determine responsiveness and responsibility.
3. Failure to completely and accurately follow all of the instructions for the RFP process may result in rejection of the Proposal. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities. Failure to submit any of the required information may result in the Proposal being declared non-responsive.
4. The Proposer is required to submit the following items in order for their Proposal to be completed and accepted by FRED. Failure to submit all information requested may result in FRED eliminating the Proposal from consideration, at FRED’s sole discretion.
 - a. The RFP signature sheet, signed, containing the name of the primary contact person for this Proposal, their address, e-mail, fax number, telephone number, etc. (coversheet)
 - b. The completed Proposal; including all specific items or data requested in the RFP; including all Attachments and Certifications.
 - c. All RFP addenda acknowledgements, if any, signed and completed as required.
5. FRED will not compensate any Offerors for the cost of Proposal preparation.
6. Ownership of all data, materials, and documentation originated and prepared for FRED for this solicitation shall belong exclusively to FRED and shall be subject to public inspection in accordance with the Virginia Freedom of Information Act (FOIA).

F. PROPOSAL PREPARATION REQUIREMENTS

The Offeror must submit one (1) original, four (4) hard copies, and one (1) electronic copy in PDF format on a USB of the proposal to the address listed above. All proposals must comply with the specifications and

guidelines provided in this document. The proposal should be submitted in a binder permitting the FRED to easily turn and remove pages and should be limited to 8.5 x 11 paper unless otherwise requested or necessary.

The contents of the proposal reflect the Offeror’s approach to the project. A sufficient amount of detail needs to be included to permit a full and fair evaluation of the proposal. However, overly elaborate proposals, proposals which provide generic information or information not relevant to the subject matter of the solicitation, and proposals which do not show the capability to follow the instructions given herein will usually receive lower scores than those that reflect these instructions. FRED reserves the right to reject all or any proposals, to award to a proposal other than the lowest priced, and to award a contract without discussions, except for clarifications which do not modify the proposal or negotiations. Each Offeror should therefore ensure that its initial submittal represents the best possible combination of technical merit and low price.

PROPOSAL - Business Information and Solicitation Response

Tab	Item
	Cover letter Cover page – identifying the point of contact for the Proposer by name, title, mailing address, telephone, fax, and email address.
Tab A	Signed Acknowledgements of Amendments (if any)
Tab B	Executive Summary of the Offeror’s Capabilities and Skills to include: <ul style="list-style-type: none"> • General history and background of the firm, and its partners or associates, including its ownership, size, and lines of business and specialties. • Qualifications for the specific scope of this solicitation (base and options). Provide resumes and experience for key personnel proposed to participate in and supervise these services on a regular basis. A description of the firm’s approach to the types of services described, identifying points of contact and responsibility within the firm, and whether specific portions of the services will be provided by outside firms.
Tab C	Proposal Response <ul style="list-style-type: none"> • Project Management • Creative Work – Logo, Materials, Graphics, and Templates • Marketing Rebranding Plan • Optional Tasks
Tab D	Pricing Schedule Pricing Schedule – Optional Tasks (Separate from Pricing Schedule)
Tab E	Previous Work Samples – Maximum 4 (Should not exceed 10 pages, front/back = 1 page)
Tab F	Completed Past Performance References (Attachment A)
Tab G	Narrative Summary of deviations from the Scope of Services outlined in the RFP.
Tab H	Any exceptions to the contractual terms and conditions.

G. EVALUATION AND SELECTION PROCESS

1. Method of Award – In accordance with the evaluation and scoring process the award will be made based on the criteria included in this RFP by Offerors deemed responsive and responsible. FRED reserves the right to reject any or all Proposals, in whole or in part, to waive informalities and to delete items prior to making the award, whenever deemed, in the sole opinion of FRED to be in its best interest.

Proposals will be evaluated by a selection committee based on the following criteria:

<u>Criteria</u>	<u>Points</u>
1. Project Approach and Methodology	40
2. Qualifications and Experience	30
3. <u>Cost Proposal (Price)</u>	<u>30</u>
Maximum Points:	100

Following the review and evaluation of all RFP submittals, and based on their submitted proposal, a shortlist of two (2) or more offerors deemed to be fully qualified and best suited may be called upon for an interview and negotiations to aid in the selection of a Supplier. The award will be made to the qualified Offerors whose proposal is deemed most advantageous to the FRED, all factors considered. Any objections to published specifications must be filed in written form with the Purchasing Manager prior to the RFP due date of 1:00PM on December 03, 2020.

Selection shall be made of multiple Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposal, including price, if so stated in the Request for Proposal. Negotiations shall be conducted with the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the agency shall select the Offeror, which, in its opinion, has made the best proposal, and shall award the contract as follows: It is the intent of the City to issue an award to the highest ranking Offeror.

The City reserves the right to make awards, for any goods or services, depending upon the capabilities and benefits described in any Offeror’s proposal, and as the City deems in its best interest. Such decision shall be based upon the City’s sole and exclusive judgment. The City may cancel this Request for Proposal or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (Code of Virginia, § 2.2-4359D). Should the City determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to Offeror(s). The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor’s proposal as negotiated.

Evaluation Criteria (in order of relative importance)

Evaluation Criteria

Proposals will be evaluated using the following principal selection criteria:

1) Project Approach (40 Points)

Describe, in narrative form, the approach for providing services to FRED based on the information provided in the scope of work. Offerors shall submit a comprehensive proposal that depicts the capabilities that they are able to provide FRED, while addressing the creativity and design approach to provide a solution for the requirements as described. The Offeror should address each of the requirements of the proposal and should include the firm's approach for providing the services. The response should consider the system's size, location, ridership and demographics. Clearly explain all steps involved in performing the work and the length of time required to complete the work along with a project schedule and timeline. The Offeror should address in separate and distinct sections the Creative work of the Rebranding effort and the Marketing and Rebranding Plan.

2) Qualifications and Experience (30 Points)

FRED will consider the qualifications, experience, capability and reputation of the Proposer as presented in the Proposal or as is determined by review of information available from references or other resources. FRED may look at the Proposer's overall organizational capabilities and consider key components such as the proposed Proposer's Representative/Project Manager for the project, organizational reporting structure, product capabilities, as well as other considerations in reaching a final point determination.

Company Information

The Offeror should provide the following information:

- Include the legal name and address and the legal form of company (partnership, corporation, joint venture, etc.)
- A brief description of the firm's history, growth, number of employees and length of time in business and location of offices.
- A brief description of the firm's demonstrated knowledge and experience, which includes a particular emphasis on similar projects as those outlined in the RFP. Experience claimed should be current and relevant, within the past seven (7) years.
- State in writing any and all subcontractors and relevant personnel to be associated with this contract, including the type of work to be performed. The Offeror shall be responsible to FRED for the work of all associates, and sub-consultants/contractors, whether or not they are employees of the Offeror.
- Disclose any information about pending legal proceedings or business litigation against your firm, any officer, or principal. If necessary, provide an explanation and indicate the current status or disposition, not to exceed two (2) pages.

Project Team and Personnel

Clearly identify all personnel to be assigned to the project. The proposal should contain names, resumes and technical qualifications or area of expertise as is relevant to the Proposal specifications. For each member of the proposed project team to be assigned to any resulting contract, provide the following information (at minimum):

- Contact information for key representatives assigned to FRED during the contract period to include principals.
- Brief résumés of the project team to primarily include experience on projects of similar size and scope.
- Provide an outline of the proposed function or responsibility of each individual for this project.
- Identify the office location to which the individual is assigned.
- Estimate the anticipated hours each individual may devote to this project.

Work Samples

Provide a portfolio with no less than four (4) samples of work or web links of work performed that demonstrates the Proposer's ability to market and brand similar organizations and scope of projects. The samples should demonstrate the Offeror's ability to develop original design for products and services, with a wide variety of styles and applications. Viewing the entire portfolio will allow the FRED to assess the contractor's breadth of capabilities relative to the scope of work requirements. Please only include similar work products that the Consultant could deliver on this project with the personnel submitted as part of this effort. FRED's expectation is that if a sample work product is included, that the Offeror can provide similar services within the submitted cost proposal.

3) Cost Proposal (30 Points)

This contract will be time and materials, and should identify a not-to-exceed price for providing services within the base proposal to FRED. All elements that make up your total price should be listed and clearly identified. The number of hours needed to complete each element or task must be specified. In addition to the base cost proposal, proposers must also identify rates for providing additional future support after the conclusion of the project as referenced in the Optional Tasks. A complete rate sheet must be included. The Optional Cost proposal should be separate from the base price proposal.

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PROPOSER INFORMATION CONFIRMATION

List the name, email, telephone number, and fax number of the responsible person(s) of your company who may be contacted regarding this contract.

Company Name: _____

Contract Representative

Name: _____

Title: _____

Email: _____

Telephone: _____

Fax: _____

Authorized Representative

Name: _____

Title: _____

Email: _____

Telephone: _____

Fax: _____

Project Representative

Upon successful award this is the representative that FRED will engage on an ongoing basis.

Name: _____

Title: _____

Email: _____

Telephone: _____

Fax: _____

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ACKNOWLEDGEMENT OF AMENDMENTS

Solicitation No: 21-0134 Title: TRANSIT MARKETING AND REBRANDING

The undersigned, as part of submission of an offer for the above solicitation, hereby acknowledges receipt of the following amendments and certifies that the offer has been prepared in accordance with their provisions:

AMENDMENT NO.	DATE	TITLE/SUBJECT

ACKNOWLEDGED BY: _____ DATE: _____
(SIGNATURE)

NAME (PRINT): _____ TITLE: _____

COMPANY: _____

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PROJECT DESCRIPTION

Fredericksburg Regional Transit (FRED) is seeking proposals from qualified firms for professional services for rebranding, design, targeted transit marketing, customer outreach and communications for a transit system. This proposal is for a two (2)-year base term with three (3) one-year renewal options, which will be considered one year at a time.

TRANSIT SYSTEM OVERVIEW

FRED Transit provides deviated fixed-route transit service in the Greater Fredericksburg region, serving the City of Fredericksburg, Spotsylvania County, and Stafford County. FRED has 31 body-on-chassis transit buses and provides approximately 300,000 trips annually (FY19 ridership) to residents, visitors, commuters, college students and employees. Service is primarily provided Monday through Friday from 8:00 a.m. to 8:00 p.m. However, it also includes early morning VRE feeder shuttles and late night and weekend service during academic year for University of Mary Washington.

For more information on FRED's, the system's Transit Development Plan can be viewed at <http://www.drpt.virginia.gov/media/2337/fredericksburg-tdp.pdf>

SCOPE OF WORK

The consultant shall provide project management and professional services related to rebranding and targeted marketing of the transit system, its services, its benefits to current riders, and marketing to attract new riders and promote initiatives. FRED expects the consultant to offer work products that are designed specifically for FRED, are of professional quality, address and meet design needs, create brand standards for the transit system, support FRED's goal of having a professional look for the system for a wide range of products; including its vehicles, schedules, operator uniforms, signage, etc.; and other such work as may be necessary to meet the agency's goals and objectives. On-call services will also be included as part of this solicitation for future needs the department.

The goals for the project include:

- Creation of a brand identity and collateral material for the regional transit system.
- Through the creation of a Marketing and Rebranding Plan, develop, enhance, and promote a sustainable regional transit identity that will enhance service coordination and marketing efforts.
- Create an image for the transit network which is inclusive of all potential user groups. Encourage usage among target markets with transportation needs.
- Build awareness for the transit service and amenities that are and will be available and how to access those services.

Project tasks for the Marketing and Rebranding Plan to be performed by the consultant include, but are not limited to:

- Recommendations for "brand overhaul" to unify FRED's services;
- Creation of new logo, development of system colors, graphic and brand standards (for various products and platforms), copywriting;
- Updated visual elements that will at minimum include; building signage, new transit vehicle design(s) and decals, bus stop signage.
- Creation of collateral material; including, new transit schedules and RouteShout 2.0 outreach material. This includes sizes, weight and material, printed and electronic formats, etc.
- Templates; including, but not limited to – letterhead, PowerPoint, business cards, envelopes, email signatures;
- Minor website updates (logo, colors, photos, etc.). FRED will have a new website completed by January 2021, a complete website redesign is not required as part of this solicitation.

- Creation of key messages for each service (ex. deviated fixed route, commuter, college);
- Creation of key messages for target audiences;
- Social media;
- Translation services for material as requested;

Target Audiences include, but are not limited to:

- Existing riders – transit dependent and non-dependent
- Commuters
- College Students (University of Mary Washington, Germanna Community College)
- High School Students
- Spanish speakers
- Local business’ employees
- Disabled riders
- Seniors
- Local business community (in general)
- State and local governments and officials
- Economic development

A. PROJECT MANAGEMENT

The Consultant shall identify a Project Manager who shall be responsible for the overall management and engagement with FRED’s Project Manager. This includes, progress meetings, the project schedule, progress reports, meeting notes, and coordination of all project elements/components and participants.

The Project Manager shall provide the structure and process to ensure the successful completion of Creative Work and a Marketing and Rebranding Plan that will increase awareness of Fredericksburg Regional Transit and its services. The Project Manager shall manage and facilitate the development of a Plan that can act as a guiding document for, at minimum, the next five (5) years.

The deliverables as described below are the minimum requirements. FRED expects the Consultant’s response to provide details on how they will approach this task and provide a work product that meets the components’ descriptions, deliverables, and requirements. All elements of the plan are to be provided to FRED in both written and electronic format.

The Consultant shall develop, utilize, and compile all research, recommendations and written information/reports to provide a draft plan to be reviewed by FRED staff. The plan shall include methods of monitoring, assessment criteria and metrics, and related content which will support the goal of providing consistent marketing and branding throughout the system. Implementation and performance measurements are also required to ensure the marketing and branding remains relevant and consistent. Based on feedback received from FRED staff, multiple iterations of plan components and the draft plan may be required. The Project Manager will be responsible for facilitating and managing this process.

B. CREATIVE WORK – LOGO, MATERIALS, GRAPHICS, AND TEMPLATES

The Consultant shall create and provide mock-ups and templates for schedules, brochures, vehicle design and decals, signage, schedules, and bus stop information, and related material/platforms with the new logo and identified brand standards. These products and services will be developed in order to ensure a professional and uniform look for FRED. All requested material and work product below may require multiple iterations before

approval by FRED. Initial design work should be well thought out prior to presentation to FRED. Any work of poor quality and design will be rejected and considered re-work. FRED seeks a Consultant team that is diligent in their work product and engagement with staff to ensure the initial work product drafts are of a professional quality and standard.

B.1 – Logo

The Consultant will be responsible for the development of a new logo and brand identity for FRED. The Consultant will utilize this project element as a baseline for many of the tasks in this solicitation. Multiple iterations of the logo may be required in order to get to a logo design and color scheme that meets the approval of FRED. The Consultant will be responsible for providing FRED all logos, color information and detail/codes, original files and formats, multiple file and format types, and in files and formats that could be edited or adapted in the future, and all related font information. This logo should be versatile and able to be used for the many needs of this type of product.

Deliverable B.1: Fredericksburg Regional Transit Logo – including all files, codes, templates, and utilization on various platforms, media, and material.

B.2 - Templates

Standard employee email signatures (email), letterhead, memos, route detours, rider alerts, public meeting notices, standard presentation material (ex. PowerPoint template), meeting agendas, transit tickets, transit passes, and smartcards. Templates must be in a format that is approved by FRED staff. The final format(s) for each template type must be approved by FRED. Additional template concepts may be submitted.

Deliverable B.2: Email signature, letterhead, memo, PowerPoint deck, transit ticket design (Single Trip/All Day), transit pass/smartcard design (All Day, Rides, Monthly, Annual), templates - route detour, rider alert, public meeting notice, agenda.

B.3 - Schedules and Brochures

The Consultant shall provide graphic design services and templates for the production of transit schedules and informational brochures. This work will also include the development of route maps and a system map. The current FRED schedule design, timetables, and content will need complete revision to be more user and customer friendly. The Consultant may be required to facilitate/coordinate printing services as a part of this project.

Current schedules, brochures, and material include:

- FRED Route Schedules (21 total)
 - University of Mary Washington (UMW) Eagle Express
 - Commuter Service Schedules
- RouteShout informational material
- Translation Services for material

Deliverable B.3: 21 Route Schedules, 19 Route Maps, 1 System Map, RouteShout informational material – two (2) designs. All information must be provided to FRED in original and editable formats for FRED’s future use.

B.4 - Vehicle Design and Decaling

The Consultant will be required to create a new vehicle design and related decaling for the agency’s varied bus fleet. This includes design that can be provided to the manufacturer in order to paint or wrap the exterior of the bus and for administrative/support vehicles. Vehicle design will need to be placed on the specific schematic for each bus in order for the vehicle vendor to deploy the artwork on all new vehicles and the current fleet as funding is available. Colors, sizes, material, etc. will need to be considered and provided. The Consultant should consider multiple interactions of the design may be necessary before final approval.

Our current fleet includes:

31 – Transit Buses (Body on Chassis style - four (4) makes/models – all with a similar frame and size)

7 – Support/Administrative/Maintenance Vehicles

Deliverable B.4: One (1) vehicle design that can accommodate 3 vehicle types. 1 basic Support Vehicle Design or decaling that can accommodate multiple vehicle types (ex. SUV, car).

B.5 - Signage, Information Pieces, Schedules, and Bus Stop Information

The Consultant shall create and print information pieces for transfer stations located at (at minimum):

- Bus Stop Signs – to include related VDOT or jurisdiction requirements (ex. fabrication and material)
- Lawrence E. Davies Transit Center - FRED Central
 - Front and side door signs/decals
 - Main Lobby and wall sign/decals
 - Street entrance sign
 - Two Building Signs
- FRED Operation and Maintenance Facilities
 - One (1) Entrance Sign
- Internal Bus Advertisements – Fares, Title VI
- RouteShout 2.0 (Real-Time Bus Information)
- Consultant shall design signage and may be requested to facilitate the production of signs.

Deliverable B.5: Design/Artwork for: Bus Stop Sign, general decal (glass doors/windows), street entrance sign – FRED Central, Operations and Maintenance, building sign design (that can be used for multiple locations), internal bus advertisements – Fare, Title VI, RouteShout 2.0.

C. MARKETING & REBRANDING PLAN

The Marketing and Rebranding Plan for Fredericksburg Regional Transit should be a guiding document specific to the department that support's the goals of: improving community knowledge of services the transit system offers; promoting increased ridership / use of services; demonstrates the value of services FRED offers to riders, the community, the public, stakeholders, elected and appointed officials; provides methods and means to support other department activities; provides clear plans and strategies for communication between FRED and our customers.

For elements of the Marketing and Rebranding Plan FRED assumes that the Consultant will engage in outreach activities; which may include, individual meetings, and/or focus groups. In these groups, the Consultant will document and maintain a detailed narrative of the results of stakeholder interviews, meetings, and activities.

The Consultant shall provide effective marketing strategies for and develop a strategic plan targeted to FRED and its primary service area which includes the City of Fredericksburg, Spotsylvania County, and Stafford County. The Plan should be specific and relevant to a transit system and should not be a general marketing plan.

C.1 - Marketing and Rebranding Plan

As a result of this project the Consultant shall provide a draft outline of a Marketing and Branding Plan document. The revised draft(s) outline of the Marketing and Rebranding Plan must correlate with any edits, feedback, and/or changes provided by the FRED Project Manager. Items not resolved by initial edits or comments will be considered re-work. The final Marketing and Rebranding Plan must include feedback provided in previous drafts and is subject to revision from FRED's Project Manager. The Consultant will provide a final Marketing and Rebranding Plan for approval by FRED. This plan should include all components of this

solicitation and provide a clear distinction between the marketing and branding sections (as described in Section B).

C.2 - Advertising FRED Services

As part of the Plan, the Consultant shall develop an on-going targeted marketing and advertising campaign (ex. print media, social media, radio). Print and electronic marketing is expected to support FRED designs developed as part of this solicitation. The size of the campaign should reflect FRED's size and ridership (small-urban transit system). Advertising of FRED services should keep in mind the aforementioned targeted audiences, services (ex. RouteShout 2.0), and focused and targeted outreach to current and future stakeholders and funding partners. Marketing and/or advertising campaigns must also consider FRED's transit dependent riders, ESL riders, and a diverse customer base where both traditional and non-traditional strategies may be required. Language translation should be included for any material developed.

C.3 Social Media Presence

Assist FRED in redefining its social media presence, which may include, design, images, profile, content, and recommendations for campaigns (ex. Try Transit Week, 25th Anniversary of Transit Service). FRED desires to implement consistent messaging for social media to reach the public regarding FRED, services, programs and activities, including, but not limited to, Facebook and Twitter.

C.4 – Analysis, Research, and Stakeholder Engagement

A key component of the marketing strategy will be to ensure that the Consultant's plans are formed by the very people who use our service, are employed by FRED, and/or are active stakeholders. The Consultant should perform any necessary analysis and research in order to develop their strategy and execution for the Marketing and Rebranding plan. In addition to any market research, the Consultant may use small focus groups, pop-ups, interviews and other outreach activities that should be clearly defined in the Consultant's proposal. The Consultant will organize, facilitate, and manage these outreach activities including planning, facilitation, arranging space or remote access, communicating with stakeholders, advertising, etc. The Consultant shall develop and be responsible for all public outreach materials if applicable. The Consultant will update and maintain a record (and/or data) of event locations, stakeholder contacts, document meetings activities, and take meeting minutes. Due to restrictions related to COVID-19, FRED recognizes in-person activities may be very limited and will consider creative engagement solutions that will still meet the needs and receive the appropriate level of input from our customers and stakeholders.

The following is a partial list of stakeholders who may be engaged:

- FRED Management
- FRED Transit Staff, including Operators
- FRED Public Transit Advisory Board
- Staff from the City of Fredericksburg, Spotsylvania County, Stafford County
- Current Riders
- Staff and students at the University of Mary Washington, Germanna Community College
- Local senior groups or service organizations
- Local employers
- Local middle and high school students

D. OPTIONAL SERVICES AND TASKS

D.1 - On-Call Services

The Consultant should provide a complete rate sheet and fee structure, including labor classification (position title), hourly rate, print costs, and design costs, etc. for future service and needs. The Consultant is able to include components and line items that are relevant to the scope of this project.

D.2 – Video Services

Complete development, staffing costs (editors), editing, and production of a video on “How to Ride FRED” or related video. This optional task may be produced after the vehicles with the new bus design and technology are received.

D.3 – Photography Services

The Consultant is requested to provide a description and cost estimate of services that will allow FRED to access a library of photos that can be used for its accounts; including digital, web, and other stock photography needs.

D.4. – Other Professional Services

As part of this section the Consultant may include options for services that will support FRED’s mission, vision, and goals.

D.5. – Design and Material Ownership

FRED and the City of Fredericksburg will own any trademark or copyrights to the finished design and created materials.

Vendor. These TERMS & CONDITIONS and INSTRUCTIONS TO PROPOSALDERS/OFFERORS are information included in the City of Fredericksburg and Fredericksburg Regional Transit Procurement Policies and shall be binding on all Offerors and are incorporated by reference in all contracts resulting from any written Requests for Quotes, Invitation to Proposal, Request for Proposals issued, or Solicitations (collectively the “Request”), to which they are attached. Use of the term “Proposal” in these General Terms & Conditions and Instructions to Proposers/Offerors is not intended to be restricted to an Invitation to Proposal and shall also affect written Request for Quotes, Invitation to Proposal or Request for Proposals. “Shall” and “will” as used in the solicitation documents, as well as the resulting Contract, are interchangeable; both terms convey a mandatory obligation. “Including” means including without limitation.

Procurements for Fredericksburg Regional Transit (FRED) are governed by the procurement policies and practices of the City of Fredericksburg (the City), of which FRED is a department. The City, in turn, has adopted the procurement policies and practices of the Commonwealth of Virginia. Fredericksburg Regional Transit is responsible for the purchasing activity of the agency, herein referred to collectively as “FRED.” Bidders/Offerors or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting Proposals/proposals; failure to do so will be at the Bidders/Offerors’ own risk and except as provided by law, relief cannot be secured on the plea of error.

Subject to all Federal, State and local laws, policies, resolutions, regulations, rules, limitations, and legislation including the Fredericksburg Regional Transit Procurement Policy, Proposals/proposals on all solicitations issued by FRED will bind Bidders/Offerors to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation. Every effort has been made to ensure the general provisions are in conformity with FTA requirements; however, those requirements change from time to time and may not be accurately reflected herein in all instances. Where that is the case, FTA requirements shall prevail regardless of the language in this document.

GENERAL TERMS AND CONDITIONS

These are mandatory and non-negotiable terms applicable to any contract awarded under this procurement.

A. Authorization to do Business in Virginia. Contractor is authorized to do business in Virginia as a domestic or foreign business entity under Title 13.1 or Title 50 of the Virginia Code. Contractor will not allow its existence to lapse or its certificate of authority or registration to do business in Virginia to be revoked or cancelled during the term of this contract.

B. Relation to City. Contractor is an independent contractor of the City. This contract does not create an employment relationship between the City and Contractor or any of its employees.

C. Prime Contractor and Subcontractors. Contractor has prime responsibility for all services and goods to be provided under this contract, specifically including adequate supervision of work to be performed. This contract is only between Contractor and the City, and Contractor accepts full responsibility for the work performed and goods provided by, and the acts and omissions of, its subcontractors.

Subcontractor will not subcontract for any part of this contract without the advance written permission of the City Purchasing Agent. Contractor will provide the names, qualifications, and experience of any proposed subcontractors to the City Purchasing Agent.

D. Modifications. Only the City Manager or City Purchasing Agent may modify this contract on behalf of the City. Only the original signatory of the contract on behalf of Contractor, or another individual authorized in writing by Contractor to modify the contract, may modify the contract on behalf of Contractor. Modifications to this contract can only be authorized in accordance with Code of Virginia § 2.2-4309. Modifications can only be authorized by the following methods:

City and Contractor may agree in writing to modify the terms of the contract. Any additional goods or services to be provided must be of a sort that is ancillary to, or within the same broad product or services categories as, those provided for in the original contract.

The City may issue written change orders for changes such as services to be performed, methods of packing or shipping, and place of delivery or installation. If Contractor determines that the change order will not necessitate a change in compensation or schedule, Contractor will comply with the change order upon receipt. If Contractor determines that the change order will necessitate a change in compensation or schedule, Contractor will notify the City of that determination, and only proceed to comply with the change order upon the City's written approval.

The contract may be renewed by agreement if provided for in the description of the contract term.

Contractor shall not require any employee or agent of the City other than the City Manager or Purchasing Agent to execute any additional contract, license, or other agreement pertaining to this contract.

E. Freedom of Information Act. All records pertaining to this contract are open to inspection by the public under the Virginia Freedom of Information Act (Virginia Code § 2.2-3700 et. seq) unless specifically exempted under the Act (including records properly exempted under Code of Virginia § 2.2-4342).

F. Audit. Contractor will retain all records related to this contract for 5 years after final payment or until audited by the City, whichever comes first. The City may inspect these records upon reasonable notice to Contractor.

G. Ethics in Public Contracting. Contractor certifies that its offer is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor and that it has not conferred on any public employee having official responsibility for this purchase any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

H. Immigration. Contractor does not, and will not during the performance of this contract, knowingly employ an unauthorized alien as defined in federal Immigration Reform and Control Act of 1986. Contractor will register for and participate in the federal E-Verify Program if required to do so under Code of Virginia § 2.24308.2. Contractor will provide

the City with a copy of their E-Verify “Maintain Company” page to the City upon request. Failure to comply with E-Verify requirements subjects Contractor to automatic disbarment from City procurement until the requirements are met.

I. Non-Discrimination. Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. Contractor will post in conspicuous places, available to employees and applicants for employment, notices stating the terms of this section.

Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that the contractor is an equal opportunity employer.

Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation are sufficient for the purposes of this section.

Contractor will include the terms of this section in every subcontract or purchase order of over \$10,000, so that the terms will be binding upon each subcontractor and vendor.

Contractor will conform to the Federal Civil Rights Act of 1964, the Virginia Fair Employment Contracting Act of 1975, the Virginians with Disabilities Act, and § 2.2-4343.1E of the Virginia Public Procurement Act.

J. Drug-Free Workplace. Contractor agrees to (i) provide a drug-free workplace for the contractor’s employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in Contractor’s workplace and specifying the actions that will be taken against employees for violating that prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor maintains a drug-free workplace; and (iv) include the terms of this section in every subcontract or purchase order of over \$10,000, so that the terms will be binding upon each subcontractor and vendor.

K. Payments. Contractor must provide its federal employer identification number and W-9 to the City before requesting payment.

Contractor will submit itemized invoices, with appropriate documentation, to the City, at the payment address shown on the purchase order or contract. All invoices must show the City contract or purchase order number and Contractor’s federal employer identification number. No invoice may include any cost other than those listed in the contract or in an individual purchase order referencing the contract.

The City will pay invoices within 30 days of receipt. Any invoice not paid within 30 days. When payment is made by mail, the date of the postmark will be considered the date of payment. If offset proceedings have been instituted under the Virginia Debt Collection Act, the date of offset will be considered the date of payment.

Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time an order is placed. In these cases, payments are contingent on the City’s determination that all invoiced charges are reasonable. The City will notify Contractor within 30 days of invoice of any charges it determines to be unreasonable. Payment for those charges will be suspended until a settlement is reached. Contractor will not take legal action concerning the charges unless a settlement is not reached within 30 days of notification.

L. Subcontractor Payments. Within 7 days after receipt of payment by the City for work performed by a subcontractor, Contractor shall a) pay the subcontractor for the proportionate share of the total payment received from the City attributable to the subcontractor’s work, or b) notify the City and the subcontractor, in writing, of Contractor’s intention to withhold payment and the reason for withholding the payment.

Contractor will pay interest of 1% per month to subcontractors on all amounts owed to the subcontractors which has not been paid or withheld under the terms of the preceding paragraph.

Contractor must require individual subcontractors to provide their social security numbers, and proprietorship, partnership, and corporate subcontractors to provide their federal employee identification numbers. Contractor will provide this information to the City upon request.

Contractor must require subcontractors to include the terms of this section in all contracts with other subcontractors.

M. Non-appropriation. All funds for payments after June 30 of the current fiscal year are subject to appropriation by the City Council. If Council does not appropriate the required funds, the City will terminate this contract on June 30 of the then-current fiscal year.

N. Indemnification. Contractor will save, defend, hold harmless, and indemnify the City, and all of its elected and appointed officials, officers, employees, agents, departments, agencies, boards, and commissions from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, resulting from, arising out of, or in any way connected with Contractor's negligent acts, errors or omissions, recklessness or intentionally wrongful conduct of the Contractor in performance or nonperformance of its work under the contract. This indemnification survives the termination of the contract.

O. Insurance. Contractor and any subcontractors will maintain the following insurance coverage, provided by insurance companies authorized by the Virginia SCC to offer insurance in Virginia, during the entire term of the contract. Contractor will provide copies of its Certificates of Insurance to the City.

- a. Workers' Compensation—as required by law.
- b. Employer's Liability--\$100,000.
- c. Commercial General Liability--\$1,000,000 per occurrence and \$2,000,000 in the aggregate. The City must be named as an additional insured on this policy.
- d. Automobile Liability -- \$1,000,000 combined single limit, if any motor vehicle not owned by the City is to be used in performance of the contract.
- e. Professional Liability (i.e. Errors and Omissions)--\$2,000,000 per wrongful act, \$3,000,000 annual policy claims aggregate, if the contract is for accounting, architecture, asbestos contracting, healthcare, insurance/risk management, legal services, engineering, or surveying.

P. Licensing. Contractor will maintain all licenses and certifications required by applicable federal, state, and local governmental entities for provision of the goods and services to be provided under this contract.

Q. Assignment. Contractor will not assign or otherwise transfer any of its rights, obligations, or interests in this contract without the written permission of the City.

R. Choice of Law, Venue. This contract is governed by Virginia law. The Circuit Court of Fredericksburg, Virginia is the exclusive venue for any litigation regarding this contract.

S. Claims. Contractor must notify the City in writing of its intention to file a claim at the time of the occurrence or beginning of the work upon which the claim is based. All claims must be submitted less than 60 days after the final contract payment.

T. Dispute Resolution. The parties will first endeavor to resolve any disputes, claims, or other matters in question between them through direct negotiations, and if direct negotiations fail, by non-binding mediation, with the exclusive venue of the mediation being the City of Fredericksburg. Should the dispute remain unresolved either (i) following negotiation and mediation, or (ii) more than 90 days after a party has requested mediation, either party may institute a lawsuit or chancery action, as appropriate, in Fredericksburg Circuit Court, and may pursue all available appeals in Virginia state courts, to the extent they have jurisdiction. Any agreement reached in mediation must be reduced to writing and executed by the parties; upon execution, the agreement will be enforceable as a settlement agreement.

U. Default. The City is in default 1) if it fails to pay any amount due to Contractor; or 2) upon any other material failure to comply with the terms of the contract. Contractor is in default upon any material failure to comply with the terms of the contract. A party alleging that the other party is in default must provide the allegedly defaulting party with written notice specifying the alleged default and allow 30 days for the default to be cured.

V. Remedies. If the City does not cure a default after receiving notice, Contractor may a) terminate this contract, and b) exercise all remedies available at law. If Contractor does not cure a default after receiving notice, the City may a) terminate the contract, b) exercise all remedies available at law, and c) collect liquidated damages if available under Special Contract Terms. If the default is a failure to provide required goods or services, the City may, upon written notice to Contractor, procure those goods or services from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs.

W. Termination. The City may terminate this contract for any reason upon 30 days' notice to Contractor. The City will promptly pay all amounts already earned by Contractor and reasonable expenses incurred in reliance upon the contract, up to the effective date of the termination. Receipt of the notice does not affect Contractor's obligations under the contract, including fulfillment of outstanding orders, up to the effective date of termination. The parties can agree to terminate this contract at any time.

X. Notices. Any notices pertaining to this contract must be sent by first-class mail to:

To the City: Fredericksburg City Manager P.O. Box 7447 Fredericksburg, Virginia 22404-7447

To the Contractor: The address listed on Contractor's Proposal or Proposal. Contractor may change its address for notices by notifying the City in writing of the change.

Y. Severability. If a court declares any part of this contract to be invalid, void, or unenforceable, the rest of the contract remains in effect.

Z. Strict Performance. The failure of a party to insist upon the other party's strict performance of the terms of the contract is not a waiver of the right to insist upon strict performance of those terms at a later time.

GENERAL TERMS AND CONDITIONS – Fredericksburg Regional Transit Procurement Policy

1.) FEDERAL TRANSIT ADMINISTRATION CLAUSES. 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 4220.1F, dated March 18, 2013, and 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 THE CITY request, which would cause THE CITY to be in violation of the FTA terms and conditions. (ref. FRED Procurement Policy – 6)

2.) PROMPT PAYMENT. In accordance with 49 CFR § 26.29, FRED shall include a prompt payment clause in all DOT-assisted contracts, including A&E contracts. The clause requires prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment from the grantee.

3.) DISADVANTAGE BUSINESS ENTERPRISE. Each third party contractor must comply with the Department of Transportation Disadvantaged Business Enterprise (DBE) regulations (49 C.F.R. Part 26).

The CONTRACTOR agrees to take the following measures, as applicable, to facilitate participation by disadvantaged business enterprises (DBE) in the Project:

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 agency's overall goal for DBE participation is .097%. A separate contract goal of DBE participation has not been established for this procurement.

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 Fredericksburg Regional Transit deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

- c. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from Fredericksburg Regional Transit. In addition, is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by Fredericksburg Regional Transit and contractor's receipt of the partial retainage payment related to the subcontractor's work.
 - d. The contractor must promptly notify Fredericksburg Regional Transit, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Fredericksburg Regional Transit.
(ref. FRED Procurement Policy – 8)
- 4.) PROMPT PAYMENT. In accordance with 49 CFR § 26.29, FRED shall include a prompt payment clause in all DOT-assisted contracts, including A&E contracts. The clause requires prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment from the grantee. *(ref. FRED Procurement Policy – 10)*
- 5.) TERMINATION PROVISIONS. Termination for Cost-Type Contracts: the City may terminate this contract, or any portion of it, by serving a notice of termination on the CONTRACTOR. The notice shall state whether the termination is for convenience of the City or is for the default of the CONTRACTOR. If the termination is for default, the notice shall state the manner in which the CONTRACTOR has failed to perform the requirements of the contract. The CONTRACTOR shall account for any property in its possession paid for from funds received from the City, or property supplied to the CONTRACTOR by the City. If the termination is for default, the City may fix the fee, if the contract provides for a fee, to be paid the CONTRACTOR in proportion to the value, if any, of the work performed up to the time of termination. The CONTRACTOR shall promptly submit its termination claim to the City and the parties shall negotiate the termination settlement to be paid the CONTRACTOR.
(ref. FRED Procurement Policy – 19)
- 6.) RESOLUTION OF DISPUTES
- a. Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the City. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the CONTRACTOR mails or otherwise furnishes a written appeal to the City. In connection with any such appeal, the CONTRACTOR shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the City shall be binding upon the CONTRACTOR and the CONTRACTOR shall a Proposal be the decision.
 - b. Performance During Dispute - Unless otherwise directed by the City, CONTRACTOR shall continue performance under this Contract while matters in dispute are being resolved.
 - c. Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.
 - d. Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City and the CONTRACTOR arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the Commonwealth of Virginia.
 - e. Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City, Architect or CONTRACTOR shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Federal Provisions, Required Clauses and Certifications

FEDERAL PROVISIONS, REQUIRED CLAUSES, AND CERTIFICATIONS

1 Contract Subject to Federal Financial Assistance/Application of Provisions and Clauses

Operation of Fredericksburg Regional Transit is funded in part by grants from the Federal Transit Administration (FTA) of the United States Department of Transportation. The award of any contract is subject to the requirements of financial assistance contracts between the Fredericksburg Regional Transit (hereinafter referred to as "FRED") and the U.S. Department of Transportation requiring compliance with purchasing procedures and standards as set forth in various federal statutes and regulations including the Master Agreement FTA, dated October 1, 2012; OMB Circular A-102; 49 CFR Part 18 (State and Local Governments); FTA Circular 4220.1F, dated November 1, 2008; and "Best Practices Procurement Manual," updated March 13, 1999 with revisions through October 2005. The Contractor is required to comply with all terms and conditions prescribed for third-party contracts by the U.S. Department of Transportation, Federal Transit Administration (FTA).

The following applicable procurement provisions and required contract clauses resulting from this procurement, and any resulting contract, will be incorporated by reference in any contract resulting from this procurement issued by FRED. These procurement provisions and required contract clauses are in addition to other General Terms and Conditions, Special Terms and Conditions, Bidding or Proposal Procedures, and Proposal or Proposal Forms set forth in other sections of this Procurement which may also be incorporated by reference in any resulting contract. Some provisions and clauses require the Bidder or Proposer to execute and submit certain required certifications with the Proposal or proposal, which are included herein. Failure to execute and submit required certifications with the Proposal or proposal documents may render a Proposal or proposal non-responsive.

2 Conflict of Interest

(Applies to all contracts)

No employee, officer, board member, or agent of FRED shall participate in the selection, award, or administration of a contract supported by FTA funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer, board member, or agent, any member of his or her immediate family, his or her partner, or an organization that employs, or is about to employ any of the above, has a financial or other interest in the firm selected for award.

3 Government-Wide Debarment and Suspension

2 CFR 1200, 2 CFR Part 180 *et seq.*

(Applies to all 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)

This contract is a covered transaction for purposes of 2 CFR Part 1200, which adopts and supplements the provisions of U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-Wide Debarment and Suspension (Non-procurement)," 2 CFR Part 180. As such, the Contractor is required to verify that none of the contractor, its principals, as defined at 2 CFR 180.995, or affiliates, as defined at 2 CFR 180.905, are excluded or disqualified as defined at 2 CFR 180.940, 180.935 and 180.945. The Contractor is required to comply with 2 CFR 180, Subpart C and must include the requirement to comply with 2 CFR 180, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its Proposal or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by FRED. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to FRED, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 CFR 180, 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.

FRED agrees and assures that its third party contractors and lessees will review the “Excluded Parties Listing System” at <https://www.sam.gov> before entering into any sub-agreement, lease or third party contract.

FRED will be reviewing all third party contractors under the Excluded Parties Listing System at <https://www.sam.gov> before entering into any contracts.

4 Lobbying

31 U.S.C. § 1352, 49 CFR Part 19, 49 CFR Part 20

(Applies to any contract or subcontract in excess of \$100,000; applies to Construction/ Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/ Operational Service Contract/Turnkey contracts)

Contractors who apply or Proposal 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 comply with Federal statutory provisions to the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence congress to a State legislature on legislation or appropriations, except through proper official channels. 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 FRED.

5 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 (Applies to all contracts)

(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.

6 No Federal Government Obligation to Third Parties

(Applies to all contracts)

(1) FRED and the 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 FRED, the 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.

7 Incorporation of Federal Transit Administration (FTA) Terms

FTA Circular 4220.1F (Applies to all contracts)

The provisions in this Attachment include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, as amended, 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 FRED requests, which would cause FRED to be in violation of the FTA terms and conditions.

8 Federal Changes

49 CFR Part 18

(Applies to all contracts)

(1) 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 Master Agreement between FRED 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.

(2) The Contractor agrees to include the above clause in each third party 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.

9 Access to Records and Reports

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

(Applies to contracts as listed in Reference Chart "Requirements for Access to Records and Reports by Type of Contract," FTA's *Best Procurement Practices Manual, Appendix A – Governing Documents*)

The following access to records requirements apply to this Contract:

(1) Where the Purchaser is not a State but a local government and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide FRED (Purchaser), the FTA Administrator, the U.S. Secretary of Transportation, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 CFR 633.17 to provide the FTA Administrator or its authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

(2) Where any Purchaser which is the FTA Recipient or a sub grantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C.

5302(a)(1) through other than competitive Bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

(3) 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.

(4) The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than five 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 the Contractor agrees to maintain same until FRED, 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).

(5) FTA does not require the inclusion of these requirements in sub-contracts.

10 Resolution of Disputes, Breaches or Other Litigation

49 CFR Part 18, FTA Circular 4220.1F

(Applies to all contracts over \$100,000 total value)

The Contractor agrees to comply with the provisions of 49 CFR Part 18 as it relates to the resolution of disputes, breaches or other litigation. Provisions and conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, as well as, applicable sanctions and penalties are detailed in the *Fredericksburg Regional Transit's Procurement Policies and City of Fredericksburg's Procurement Policies*. These document can be accessed on the City of Fredericksburg's website at www.fredericksburgva.gov or can be obtained by contacting the City of Fredericksburg's Procurement Office at FRED office at 540-479-8776.

11 Proposal/Proposal Protest Procedures

Provisions, conditions and procedures which will allow for vendor protests are detailed in the *City of Fredericksburg's Procurement Policies and Fredericksburg Regional Transit's Procurement Policies*. This document is can be obtained by calling the City of Fredericksburg's Procurement Office at 540-479-8776.

12 Termination

49 U.S.C. Part 18, FTA Circular 4220.1F

(Applies to all contracts over \$10,000 total value, with the exception of contracts with nonprofit organizations and institutions of higher learning, where the threshold is \$100,000)

(a) Termination for Convenience: (i) The performance of the work under the Contract may be terminated by FRED in whole, or from time to time, in part, whenever FRED determines that such termination is in the best interest of FRED. Any such termination shall be effected by delivery to the Consultant (or Contractor) of a notice of termination specifying the extent to which performance of the work under the Contract is terminated and the date upon which such termination becomes effective. (ii) Upon receipt of a notice of termination, and except as otherwise directed by FRED, the Consultant (or Contractor) shall 1) stop work under the Contract on the date and to the extent specified in the notice of termination; 2) place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work (or professional services) to be provided under the Contract as are not terminated; 3) terminate all orders and subcontracts to the extent that they relate to the performance of professional services terminated by the notice of termination; 4) assign to FRED in the manner, at the times, and to the extent directed by FRED, all of the right, title, and interest of the Consultant (or Contractor) under the orders and subcontracts so terminated; 5) settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of FRED, to the extent that FRED may require, which approval or ratification shall be final for all the purposes of this Section; (6) transfer

title to FRED and deliver in the manner, at the times, and to the extent, if any, directed by FRED, supplies, equipment, and other material produced as a part of or acquired in connection with the performance of the work (or professional services) terminated, and any information and other property which, if the Contract has been completed, would have been required to be furnished to FRED; 7) complete any such part of the work as shall not have been terminated by the notice of termination; and 8) take such action as may be necessary, or as FRED may direct, for the protection and preservation of the property related to the Contract which is in the possession of the Consultant (or Contractor) and in which FRED has or may acquire an interest. Payments by FRED to the Consultant (or Contractor) shall be made by the date of termination but not thereafter. Except as otherwise provided, settlement of claims by the Consultant (or Contractor) under this termination section shall be in accordance with the provisions set forth in 48 CFR Part 49, as amended from time to time.

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

13 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. (Applies to all contracts)

(1) **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act of 1964, 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.

(a) The third party contractor and all lower tiers shall comply with all provisions of FTA Circular 4701.1A, "Title VI and Title VI Dependent Guidelines for Federal Transit Administration Recipients," May 13, 2007.

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

(a) **Race, Color, Religion, 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 CFR 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, religion, 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) Equal Employment Opportunity Requirements for Construction Activities – For activities determined by the U.S. Department of Labor (U.S. DOL) to qualify as “construction,” the Contractor agrees to comply and assures the compliance of each subcontractor at any tier of the Project, with all applicable equal employment opportunity requirements of U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 *et seq.*, which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000(e) note, and also with any Federal laws, regulations, and directives affecting construction undertaken as part of the Project.

(c) Age – The Contractor agrees to comply with all applicable requirements of the Age Discrimination in Employment Act (ADEA) 29 U.S.C. §§ 621 through 634 and with implementing U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 CFR Part 1625, which prohibits discrimination against individuals on the basis of age. The Contractor agrees to comply with Federal transit law at 49 U.S.C. § 5332 pertaining to discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(d) 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 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) Nondiscrimination on the Basis of Age - The Contractor agrees to comply with all applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 *et seq.*, and with implementing U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 CFR Part 90, which prohibit discrimination against individuals on the basis of age.

(4) Nondiscrimination on the Basis of Sex - The Contractor agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§ 1681 *et seq.*, and with implementing U.S. DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 CFR Part 25, that prohibit discrimination on the basis of sex.

(5) 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.

14 Access Requirements for Individuals with Disabilities

49 U.S.C. § 5301(d)

(Applies to all contracts)

The Contractor agrees to comply with the requirements of 49 U.S.C. § 5301(d) which states the Federal policy that the elderly and persons with disabilities have the same right as other persons to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Contractor also agrees to comply with all applicable provisions of Section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to persons with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151, *et seq.*, which requires that

buildings and public accommodations be accessible to individuals with disabilities. In addition, the Contractor agrees to comply with all applicable Federal regulations and directives and any subsequent amendments thereto, except to the extent the Federal Government determines otherwise in writing, as follows:

- (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37;
- (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27;
- (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38;
- (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35;
- (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;
- (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 CFR Subpart 101-19;
- (7) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630;
- (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 CFR Part 64, Subpart F;
- (9) U.S. Architectural and Transportation Barriers Compliance Board regulations, "Electronic and Information Technology Accessibility Standards." 36 CFR Part 1194;
- (10) FTA regulations, "Transportation of Elderly and Handicapped Persons," 49 CFR Part 609; and
- (11) Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

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.

15 Access to Services for Persons with Limited English Proficiency

Executive Order No. 13166, 42 U.S.C. § 2000d-1 note

(Applies to all contracts)

The Contractor agrees to comply with Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 *Fed. Reg.* 74087, December 14, 2005, except to the extent that the Federal Government determines otherwise in writing.

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.

16 Environmental Justice

Executive Order No. 12898, 42 U.S.C. § 4321 note, DOT Order 5610.2 (Applies to all contracts)

The Contractor agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice Minority Populations and Low-Income Populations," 42 U.S.C. § 4321 note; and DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low- Income Populations," 62 *Fed. Reg.* 18377, *et seq.*, April 15, 1997, except to the extent that the Federal Government determines otherwise in writing.

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.

17 Drug or Alcohol Abuse-Confidentiality and Other Civil Rights Protections

21 U.S.C. §§ 1101, 42 U.S.C. §§ 4541, 42 U.S.C. §§ 290dd through 290dd-2 (Applies to all contracts)
To the extent applicable, the Contractor agrees to comply with the confidentiality and other civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101 *et seq.*, with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4541 *et seq.*, and with the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd through 290dd-2, and any amendments thereto.

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.

18 Other Nondiscrimination Laws

(Applies to all contracts)

No otherwise qualified handicapped individual in the United States shall solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

The Contractor agrees to comply with applicable provisions of other Federal laws and regulations, and follow applicable directives prohibiting discrimination, except to the extent that the Federal Government determines otherwise in writing.

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.

19 Disadvantaged Business Enterprise (DBE)

49 CFR Part 26

(Applies to all contracts)

- 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%. It is the policy of FRED to practice nondiscrimination based on race, color, sex, or national origin in the award and administration of all DOT-assisted contracts. FRED's DBE Program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement.
- b. The Contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as FRED deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)).
- c. If a separate contract goal has been established for this procurement, the following applies: Bidders/Offerors are required to document sufficient DBE participation to meet these goals, or alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following concurrent with and accompanying sealed Proposal/initial proposal prior to award:
 1. The names and addresses of DBE firms that will participate in the contract;
 2. A description of the work each DBE will perform;
 3. The dollar amount of the participation of each DBE firm participating;

4. Written documentation of the Bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
5. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
6. If the contract goal is not met, evidence of good faith efforts to do so.

Bidders/Offerors must present the information required above as a matter of responsiveness with initial proposals or prior to contract award [see 49 CFR 26.53(3)]. If no separate contract goal has been established, the successful Bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

- d. The Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from FRED. In addition, the Contractor may not hold retainage from its subcontractors. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval by FRED. This clause applies to both DBE and non-DBE subcontracts.
- e. The Contractor must promptly notify FRED's DBE Liaison Officer whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of FRED.

20 Contract Work Hours and Safety Standards Act

29 CFR Part 5

(Applies to all federally-assisted construction and non-construction [in very limited circumstances] contracts in an amount greater than \$100,000)

Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 *et seq.*, in particular the wage and hour requirements of section 102 of that Act at 40 U.S.C. § 3702, and with U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.

(1) Overtime Requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$ 10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages - FRED shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted

contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

(5) Payrolls and basic records - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

Contract Work Hours and Safety Standards Act - Section 107 (OSHA)

(i) The Contractor agrees to comply with section 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. section 333, and applicable DOL regulations, "Safety and Health Regulations for Construction" 29 C.F.R. Part 1926. Among other things, the Contractor agrees that it will not require any laborer or mechanic to work in unsanitary, hazardous, or dangerous surroundings or working conditions.

(ii) Subcontracts - The Contractor also agrees to include the requirements of this section in each subcontract. The term "subcontract" under this section is considered to refer to a person who agrees to perform any part of the labor or material requirements of a contract for construction, alteration or repair. A person who undertakes to perform a portion of a contract involving the furnishing of supplies or materials will be considered a "subcontractor" under this section if the work in question involves the performance of construction work and is to be performed: (1) directly on or near the construction site, or (2) by the employer for the specific project on a customized basis. Thus, a supplier of materials, which will become an integral part of the construction, is a "subcontractor" if the supplier fabricates or assembles the goods or materials in question specifically for the construction project and the work involved may be said to be construction activity. If the goods or materials in question are ordinarily sold to other customers from regular inventory, the supplier is not a "subcontractor." The requirements of this section do not apply to contracts or subcontracts for the purchase of supplies or materials or articles normally available on the open market.

21 Energy Conservation

42 U.S.C. § 6321 et seq., 49 CFR Part 18 (Applies to all contracts)

(a) The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. Sect. 6321 et seq.

(b) The Contractor agrees to include the above clause in each third party 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.

22 Clean Air

42 U.S.C. § 7401 *et seq.*, 40 CFR 15.61, 49 CFR Part 18

(Applies to any contract or subcontract in excess of \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year)

(a) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to Section 306 of the Clean Air Act as amended, 42 U.S.C. § 7606, and other applicable provisions of the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q. The Contractor agrees to report any violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to the State and/or FTA and the appropriate EPA Regional Office.

(b) 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.

23 Clean Water

33 U.S.C. 1251

(Applies to any contract or subcontract in excess of \$100,000)

(a) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to Section 508 of the Clean Water Act, as amended, 33 U.S.C. § 1368, and other applicable requirements of the Clean Water Act, as amended, 33 U.S.C. §§ 1251 through 1377. The Contractor agrees to report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(b) 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.

24 Environmental Protection

42 U.S.C. §§ 4321 through 4335, Executive Order No. 11514, as amended, 42 U.S.C. § 4321 note, 49 U.S.C. § 5323(c)(2)

The Contractor agrees to comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, (NEPA) 42 U.S.C. §§ 4321 through 4335 (as restricted by 42 U.S. C. § 5159, if applicable); Executive Order No. 11514, as amended, “Protection and Enhancement of Environmental Quality,” 42 U.S.C. §4321 note; FTA statutory requirements at 49 U.S.C. § 5323(c)(2)), as amended by MAP-21, ; U.S. Council on Environmental Quality regulations pertaining to compliance with NEPA, 40 C.F.R. Parts 1500 through 1508; and joint FHWA FTA regulations, “Environmental Impact and Related Procedures,” 23 C.F.R. Part 771 and 49 C.F.R. Part 622; and other applicable Federal environmental protection regulations that may be promulgated at a later date. The Contractor agrees to comply with the applicable provisions of 23 U.S.C. § 139 pertaining to environmental procedures, and 23 U.S.C. § 326, pertaining to Purchaser’s responsibility for categorical exclusions, in accordance with the provisions of joint FHWA/FTA final guidance, “Environmental Review Process (Public Law 109-59),” 71 Fed. Reg. 66576 *et seq.* November 15, 2006 and any applicable Federal directives that may be issued at a later date, except to the extent that FTA determines otherwise in writing.

28 Recycled Products

42 U.S.C. § 6962, 40 CFR Part 247, Executive Order 12873

(Applies to all contracts and subcontracts 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.)

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.

B.29 Safe Operation of Motor Vehicles

a. Seat Belt Use

Pursuant to Executive Order No. 13043, April 16, 1997, 23 U. S. C. § 402, the Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned, rented, or personally-operated vehicles and include this provision in any third party subcontracts, leases or similar documents in connection with this project.

b. Distracted Driving, Including Texting While Driving

Consistent with Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. Section 402 note, and DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, FTA encourages each third party contractor to promote policies and initiatives for its employees and other personnel that adopt and promote safety policies to decrease crashes by distracted drivers, including policies to ban text messaging while driving, and to include this provision in any third party subcontract leases or similar documents in connection with this project.

c. Safety

The Contractor is encouraged to:

- (1) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving company-owned or rented vehicles; privately-owned vehicles when on official project-related business or when performing any work for or on behalf of the Project; or any vehicle, on or off duty, and using an electronic device.
- (2) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

d. Definitions

(1) "Driving" means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. "Driving" does not include being in a vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

(2) "Text Messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law.

32 "Fly America" Requirements

49 U.S.C. § 40118, 41 CFR Part 301-10

(Applies to any contract which involves transportation of persons or property by air between the U.S. and a place outside of the U.S.)

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

sub-recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. 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.

34 Geographic Preference

Procurements shall be conducted in a manner that prohibits the use of statutorily or administratively imposed in-State or local geographical preferences in evaluation of award of Proposals or proposals, except where applicable Federal statutes expressly mandate or encourage geographic preference. This does not preempt State licensing laws.

35 Exclusionary or Discriminatory Specifications

49 U.S.C. Section 5325(h) (Applies to all contracts)

The Contractor agrees that it will comply with the requirements of the Federal Public Transportation Act of 2012 and 49 U.S.C. Sect. 5325(h) by refraining from using any funds derived from FTA in performance of this Contract to support procurements using exclusionary or discriminatory specifications.

36 Metric System

49 U.S.C. Section 205a et seq.; Executive Order No. 12770, 15 U.S.C. Section 205a

(Applies to all contracts)

To the extent required by U.S. DOT or FTA, the Contractor agrees to use the metric system of measurement in its Contract activities as may be required by 49 U.S.C. Sect. 205a et seq.; Executive Order No. 12770, "Metric Usage in Federal Government Programs," 15 U.S.C. Sect. 205a; and other regulations, guidelines and policies issued by U.S. DOT or FTA. To the extent practicable and feasible, the Contractor agrees to accept products and services with dimensions expressed in the metric system of measurement.

37 Sensitive Security Information

49 U.S.C. Section 40119(b), 49 CFR Part 15, 49 U.S.C. Section 114(r), 49 CFR Part 1520

Each third party contractor must protect, and take measures to ensure that its subcontractors at each tier protect, "sensitive security information" made available during the administration of a third party contract or subcontract to ensure compliance with 49 U.S.C. Section 40119(b) and implementing DOT regulations, "Protection of Sensitive Security Information," 49 CFR Part 15, and with 49 U.S.C. Section 114(r) and implementing Department of Homeland Security regulations, "Protection of Sensitive Security Information," 49 CFR Part 1520.

ATTACHMENTS

ATTACHMENT A – PAST PERFORMANCE AND CLIENT REFERENCES

ATTACHMENT B – PRICING SCHEDULE

ATTACHMENT C – STATE CORPORATION COMMISSION FORM

ATTACHMENT D – PROPRIETARY AND CONFIDENTIAL INFORMATION

**ATTACHMENT A – PAST PERFORMANCE AND
CLIENT REFERENCES**

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PAST PERFORMANCE AND CLIENT REFERENCE INFORMATION

Offerors to provide a list of at least four current or recent accounts, governmental or commercial, that the Proposer is servicing, has serviced, or has provided similar products; including those provided to transit agencies. This information should include the length of service, the name, address, telephone number, and email of the point of contact. Offerors may use their own forms; however, the information below must be included in a similar format.

A. Company _____ Contact: _____

Email _____ Phone: _____

Project Description _____

Contractor's delivery time after receipt of purchase order (in calendar days) _____

Date of Services: _____ Contract Value: _____

B. Company _____ Contact: _____

Email _____ Phone: _____

Project Description _____

Contractor's delivery time after receipt of purchase order (in calendar days) _____

Date of Services: _____ Contract Value: _____

C. Company _____ Contact: _____

Email _____ Phone: _____

Project Description _____

Contractor's delivery time after receipt of purchase order (in calendar days) _____

Date of Services: _____ Contract Value: _____

D. Company _____ Contact: _____

Email _____ Phone: _____

Project Description _____

Contractor's delivery time after receipt of purchase order (in calendar days) _____

Date of Services: _____ Contract Value: _____

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ATTACHMENT B – PRICING SCHEDULE

Attachment B – Pricing Schedule

Offeror’s must provide a pricing schedule in the format similar to the one provided below. Offeror’s should provide an overview of their cost proposal, as shown below. The Offeror should then provide detailed pricing schedules by task and subtask; including by labor classification, labor rate, hours, mark up, etc. The total project cost should only include Tasks A, B, and C and will be the cost of the project if FRED completes all of the work identified in the scope of services. This will be a time and materials contract, whereby FRED will select the elements of the project to be completed over the course of the project. At any time FRED can choose to remove or eliminate a task. Pricing should include any anticipated costs associated due to comment from FRED, edits changes, revisions, etc.

On-Call services will be provided in a pricing structure by classification and level; whereby FRED could request a resource to support related work over the course of the contract. If there are additional services that the Offeror chooses to recommend to FRED, it should be included in this section.

Task	Task Name	Labor Rate	Hours	Materials	Other Direct Costs	Markup	Total
TOTAL							
TASK A.	Project Management						\$ -
A.1	General Project Management & Oversight						\$ -
A.2	Progress Meetings and Reporting						\$ -
A.3	Project Schedule						\$ -
TASK B.	Creative Work						\$ -
B.1	Logo Design and Development						\$ -
B.2	Templates						\$ -
B.3	Schedules and Brochures						\$ -
B.4	Vehicle Design and Decaling						\$ -
B.5	Signage, Information Pieces, Schedules and Bus Stop Information						\$ -
TASK C.	Marketing and Rebranding Plan						\$ -
C.1	Marketing and Rebranding Plan						\$ -
C.2	Advertising Services						\$ -
C.3	Social Media Presence						\$ -
C.4	Analysis, Research, and Stakeholder Engagement						\$ -
Total Project Cost							\$ -
TASK D.	Optional Services						\$ -
D.1	On-Call Services						\$ -
D.2	Video Services						\$ -
D.3	Photography Services						\$ -
D.4	Other Professional Services						\$ -

**ATTACHMENT C – STATE CORPORATION
COMMISSION FORM**

State Corporation Commission Form

This form must be returned with response to solicitation

Virginia State Corporation Commission (“SCC”) registration information: The undersigned Offeror:

is a corporation or other business entity with the following SCC identification number:

-OR-

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust

-OR-

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from offeror’s out-of-state location)

-OR-

is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned offeror’s current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of §13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

****NOTE**** Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):

Signature: _____ **Date:** _____

Name: _____

Print

Title: _____

Name of Firm: _____

**ATTACHMENT D - PROPRIETARY AND
CONFIDENTIAL INFORMATION**

Proprietary/Confidential Information Identification

Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the Offeror must invoke the protections of § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected including the section of the proposal in which it is contained and the page numbers, and state the reasons why protection is necessary. The proprietary or trade secret material submitted in the original and all copies of the proposal must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. In addition, a summary of proprietary information submitted shall be submitted on this form. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the Offeror refuses to withdraw such a classification designation, the proposal will be rejected.

Name of Offeror: _____ invokes the protections of § 2.2-4342F of the *Code of Virginia* for the following portions of my proposal submitted on _____.

Date

Signature: _____

Title: _____

DATA/MATERIAL TO BE PROTECTED	SECTION NO. & PAGE NO.	REASON WHY PROTECTION IS NECESSARY

APPENDICES – FEDERAL CERTIFICATIONS

APPENDIX A - CERTIFICATION AND RESTRICTIONS ON LOBBYING

APPENDIX B - GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

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CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, _____, hereby certify
(Name and title of official)
On behalf of _____ that:

- 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 any officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contract, subgrants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. § 3801, et seq., are applicable there to.

Name of Proposer/Company Name _____

Name (Print) _____

Signature of authorized representative _____ Date ____/____/____

Signature of Notary and Seal _____

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GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NON PROCUREMENT)

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

1. It will comply and facilitate compliance with U.S. DOT regulations, “Non-procurement Suspension and Debarment,” 2 C.F.R. pt. 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement),” C.F.R. pt. 180,
2. To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
 - a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
 1. Debarred,
 2. Suspended,
 3. Proposed for debarment,
 4. Declared ineligible,
 5. Voluntarily excluded, or
 6. Disqualified
 - b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgement rendered against any of them for:
 1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
 2. Violation of any Federal or State antitrust statute, or
 3. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,
 - c. It is not presently indicted for, or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,
 - d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three—year period preceding this Certification,
 - e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,
 - f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 C.F.R. pt. 1200 and 2 C.F.R. pt. 180 if it:
 1. Equals or exceeds \$25,000,
 2. Is for audit service, or
 3. Requires the consent of a Federal official, and
 - g. It will require that each covered lower tier Proposer and subcontractor:
 1. Comply and facilitate compliance with the Federal requirements of 2 C.F.R. pts. 180 and 1200, and
 2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
 - a. Debarred from participation in its federally funded Project,
 - b. Suspended from participation in its federally funded Project,
 - c. Proposed for debarment from participation in its federally funded Project,
 - d. Declared ineligible to participate in its federally funded Project,
 - e. Voluntarily excluded from participation in its federally funded Project, or
 - f. Disqualified from participation in its federally funded Project, and
 - g. It will provide a written explanation as indicated on a page attached in FTA’s TEAM-Web or the signature Page if it or any of its principals, including any of its first tier sub-recipients

or its Third Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Certification

Name of Proposer/Company Name

Signature of authorized representative _____ Date ___/___/___

Name and title of Proposer's Authorized Official
