**Request for Quote**

**Community Meeting Room -Audio/Visual Equipment, Installation & Support**

**RFQ #: 080423MC**

**Open Date:** August 4, 2023

**Close Date:** August 25, 2023

**Single Point of Contact:**

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**Table of Contents**

1. **Background Information** 3
2. **Project Overview** 3
3. **AV System Description** 4
4. **Scope of Work** 6
5. **Response Requirements** 7
6. **Schedule** 8

**Section A** – Construction Documents 9

**Section B** – Equipment List 10

**Exhibit A –** Federally Required and Other Model Contract Clauses 13

Attachment A - RVTD Downtown Admin Construction Documents.pdf

Attachment B - RVTD Community Meeting Room AV Pricing.xlsx

1. Background Information

The Rogue Valley Transportation District (RVTD) is a Public Transportation Special District formed in 1975 and serves eight cities in Jackson County, Oregon. RVTD acquired the building located at 130 E. 8th Street in Medford Oregon to house Administrative staff as well as a new Community Meeting Room. The Community Meeting Room is 1,084 sq ft and will accommodate larger public meetings and provide a dedicated meeting space for RVTD’s Board of Directors.

The building was previously used by Rogue Community College for theater and a dance studio. The area of the building that was the theater is being converted to an office suite and the Community Meeting Room. The space will have vaulted ceilings, two new walls with acoustic wall ratings and a new floor. ORW Architecture is providing the architecture and engineering services for this project which has entered the construction phase. Adroit Construction is the general services contact for the construction of this project. Adroit will provide electrical and data wiring for the project. The electrical subcontractor has not been selected for the project as of RFQ publication.

1. Project Overview

During the Design Phase for the building renovation plan, RVTD contacted with an Audio-Visual Integrator (Solutionz) to design the audio and visual capabilities of the Community Meeting Room. The goal is to provide for simple and effective collaboration during public and Board of Directors’ meetings with capabilities to support virtual participation. The identification of the equipment to meet this goal is complete and RVTD is asking qualified vendors to submit quotes for the purchase, installation, and ongoing support of the Community Meeting Room’s audio-visual equipment.

A full list of the Audio/Visual equipment RVTD is soliciting quotes for is included in ‘**Section B - Equipment List**” on page 8.

1. AV System Description

The Community Meeting Room will showcase dual 98” UHD displays that will be mounted on the front wall and a 75” UHD display on the back wall using UL listed fixed-display mounts. The displays will provide meeting participants video content for virtual meetings or presentations. Two 55” confidence monitors will be mounted on confidence monitor carts to provide video content for the board members. The 55” confidence monitors can be removed from the room if they are not needed for a meeting.

The video conferencing system will feature a Zoom Room dedicated computer, table mounted Logitech 10” touch panel (or equivalent), wall mounted 10” touch panel and three Aver CAM550 enterprise grade dual lens pan, tilt, zoom (PTZ) cameras (or equivalent). One PTZ camera will be mounted between the dual 98” displays and the other two will be mounted above the 75” display. The “Zoom Room” dedicated computer and touch panels will be configured to native “Zoom Room” mode.

The audio system will feature twelve wireless desktop gooseneck microphones and sixteen pendant ceiling speakers. The twelve wireless desktop gooseneck microphones will provide in-room voice lift and audio pick-up for virtual meetings. The wireless desktop gooseneck microphones will have a button to allow users to mute and unmute the microphones. The sixteen pendant ceiling speakers will provide a total room coverage for program and virtual meeting audio sources. The microphones, virtual meeting and program audio will be mixed and routed by an audio digital signal processor. An additional feature of the audio system is an RF assisted listening system. This system will provide four body packs and listening devices for meeting participants who need assistance with hearing.

Users/Participants will have three options to present content to a virtual meeting audience and/or the displays. The first option is an HDMI cable located at the lectern. The second is an HDMI cable at the Board Member’s table. The third option is for user to present content wirelessly to the “Zoom Room” using the Zoom application on their personal device.

The video switching and transport will utilize an AV over IP technology to route video using an AV network. AV over IP technology utilizes ultra-low latency, standards-based encoding, and decoding architecture to switch and transport audiovisual signals over an IP network. A dedicated managed network switch will be used to route signal between the encoders and decoders.

An Extron AV processor (or equivalent) will be provided to allow users to flip to a room control page from the native Zoom GUI. This will allow users to perform the following additional AV System controls:

• Meeting type default presets

• Route any video signal to any display

• Route any program audio signal to the ceiling speakers

*Note - virtual meeting audio and wireless desktop gooseneck microphones will always be routed to the ceiling speakers.*

• Adjust the volume of the wireless desktop gooseneck microphones

• Mute and unmute the wireless desktop gooseneck microphones

The main AV equipment will be mounted in a slide out AV equipment rack mounted in a credenza.

1. Scope of Work

All items listed in the table below are the responsibility of selected vendor:

|  |  |
| --- | --- |
| Installation | Provide a complete installation of the AV equipment provided by RVTD and in the bill of materials. |
| Project Management | Provide an audiovisual project manager for the duration of the project to coordinate audiovisual work with the RVTD, General Contractor and other trades. Project manager will coordinate and verify with General Contractor and other trades that rough-in work is acceptable and complete prior to onsite installation. |
| Engineer | Provide an audiovisual industry certified engineer for system commissioning. |
| Shipping | Coordinate materials delivery. Vendor has the option to ship and warehouse equipment at RVTD’s location until time of installation. |
| Low Voltage Cable Pulls | Furnish, Install, Label, Terminate and Test all AV low voltage cable that are run through floors, walls, ceilings, riser spaces, etc. Contractor will provide rough-in based on AV Infrastructure drawings (**Attachment A**). |
| Site Cleaning | Clean any dust, debris and rubbish created by audiovisual installation |
| Documentation | Provide engineered technical drawing(s) including, but not limited to: AV devices on an architecture floor plan; AV devices on an architecture ceiling plan; location of all devices on the wall(s); schematic design of the system including device connections, signal types, and equipment parts, etc.; layout of any equipment racks, cabinets, lecterns, etc. |
| System Commissioning | Configure and setup system for proper operation as coordinated with RVTD and/or specifications |
| IP Schedule | Provide IP schedule with a list of fixed or static IP addresses for audiovisual equipment. |
| Infrastructure requirement document | Provide an infrastructure requirement document |
| Programming | Develop and test any custom system programming for proper operation as coordinated with RVTD and/or specifications |
| Programming preview documents | Provide a preliminary layout of all remote-control devices (touch panels, remote controls, etc.), submitted electronically. |
| System Testing | Verification of system functionality and completeness of system configurations including software version verification operational accuracy. |
| Onsite Training – key customer personnel | Provide onsite training with key RVTD personnel as specified and required by the project |
| Acceptance Testing | RVTD representative will be onsite and available to sign-off on system acceptance upon the completion of orientation/demonstration. |
| Warranty | Include the terms of the warranty and the appropriate contact phone numbers for service. |
| Engineering support | Post-sale engineering support |

1. Response Requirements

All vendor supplied quotes must address each of the items listed in the Scope of Work and all other requirements set forth below.

Background of the firm. This should include a brief history of the firm and types of services the firm is qualified to perform.

Description of post-sale engineering support including but not limited to, phone support, email support, equipment coverage, RMA schedule, onsite support, annual preventive maintenance, etc. for a term of One (1) year, starting on date of first beneficial use.

Description of warranty on workmanship and equipment.

If vendor is proposing any value-added services, vendor shall include statement describing these services and corresponding prices.

Quotes must be guaranteed for 60 days after submittal date.

Equipment list and all pricing must be submitted using “**Attachment B -RVTD Community Meeting Room AV Pricing.xlsx**”

Quotes must be submitted electronically via email to mchristensen@rvtd.org **no later than 2:00pm PST on August 24, 2023**.

All contacts shall adhere to the Federal Clauses in **Exhibit A**. Required forms (“Buy America Certification”, “DBE Participation Form”, “Government Debarment certification and Lobbying Restriction form”) must be submitted along with the attached pricing form to [mchristensen@rvtd.org](mailto:mchristensen@rvtd.org)

1. Schedule

The table below represents a tentative schedule of events. All data listed are subject to change.

|  |  |
| --- | --- |
| RFQ Opening Date | August 4, 2023 |
| RFQ Closing Date | August 25, 2023 |
| Notice of Award Date | August 29, 2023 |
| General Construction Start Date | September 18, 2023 |
| AV Installation Start Date | Early May 2024 |
| AV Installation End Date | Late May 2024 |

**Section A** – Construction Documents

Please refer to “**Attachment A - RVTD Downtown Admin Construction Documents.pdf**” for full Construction documents and AV Infrastructure drawings.

Community Meeting Room layout listed below.

Diagram

Description automatically generated

**Section B** – Equipment List

Products listed here are specified as a pre-approved solution, but "equivalent" solutions will be considered.

RVTD reserves the right to award all or a portion of the selected vendor. There will be only one selected vendor RVTD will award the contact to. RVTD also reserves the right to discontinue this solicitation at any time up to award.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **ITEM** | **BRAND** | **QTY** | **MODEL** | **DESCRIPTION** |
| **VIDEO** | | | | | |
| 1 | CHIEF | 2 | MFQUB | 2' MFP Mobile Cart |
| 2 | CHIEF | 1 | RLF3 | Large Fit Fixed Display Wall Mount |
| 3 | CHIEF | 2 | RXF3 | Extra-Large Fit Fixed Display Wall Mount |
| 4 | Samsung | 2 | QE55T | 55"QET Standalone Displauy Crystal UHD 3840x2160,300 nit, 16/7 |
| 5 | Samsung | 1 | QB75B | 75"3840x2160 4K UHD LED LCD Display, 350 nit 16/7 – Black |
| 6 | Samsung | 2 | QB98T-B | 98"4K UHD LED LCD Built in Magicinfo S6 3840x2160 24/7 – Black |
| **VIDEO CONFERENCE SYSTEM** | | | | | |
| 7 | Aver | 3 | CAM550 | 4K Dual lens PTZ Conferencing Camera |
| 8 | Extron | 2 | 26-728-35 | USBA Pro P/35 - USB Type-A (male - female) SuperSpeed 5 Gbps Optical Cable 35' (10.6 m) – Plenum |
| 9 | Extron | 1 | 26-728-65 | USBA Pro P/65 - USB Type-A (male - female) SuperSpeed 5 Gbps Optical Cable 65' (19.8 m) – Plenum |
| 10 | Extron | 3 | CPI 51 | Cable Power Injector for Extron Active Cables |
| 11 | Inogeni | 1 | INO-4K2USB3 | 4K Ultra HD to USB 3.0 Converter |
| 12 | SimplyNUC | 1 | 802-0003-013 | SUPPORT SERVICE, NUC 3-year at time of sale or within 30 days |
| 13 | SimplyNUC | 1 | 947-J00Z-001 | NUC11BTMi9, Beast Canyon, i9-11900KB, 32GB DDR4 Mem, 512GB PCIe Gen 3 2280 M.2 SSD, Simply NUC Logo, Windows 11 Pro |
| **AUDIO SYSTEM** | | | | | |
| 14 | Biamp Systems | 2 | AMP-A460H | 4 channel, 60W half-rack amplifier with mounting bracket |
| 15 | Biamp Systems | 16 | Desono P6 Black | Pendant, Indoor/Outdoor 6.5" Coaxial Loudspeaker, Raindrop Profile, Black (priced individually, but sold in pairs) |
| 16 | Biamp Systems | 1 | TesiraFORTE DAN CI | Fixed I/O DSP with 12 analog inputs, 8 analog outputs, 8 channels configurable USB audio, 32 x 32 channels of Dante, and AEC technology (all 12 inputs) |
| 17 | Listen | 1 | LS-31-072 | Listen iDSP Essentials Level 2 Stationary RF System (72 MHz) |
| 18 | RDL | 1 | TX-J2 | Unbalanced Input Transformer |
| 19 | Sennheiser | 12 | 506398 | MEG 14-40-L-II B - Gooseneck microphone (cardioid, condenser) with 5-pin XLR-M, 12-48V phantom power and illuminated light ring. MAT 153-S table stand available separately |
| 20 | Sennheiser | 12 | 506628 | Wireless table stand. Compatible with the MEG 14-40-L-II B gooseneck microphone. Includes (1) BA 40 rechargeable battery |
| 21 | Sennheiser | 6 | 506805 | 2-compartment charger for SL TABLESTAND and interfaces, inductive, Qi standard, including power supply |
| 22 | Sennheiser | 3 | 508855 | SL MCR 4 DW-4 - SpeechLine Multi-Channel Receiver with 4 SL DW RF Links. Features Analog output with (2) Dante Interfaces and PoE power supply |
| **AV ROUTING** | | | | | |
| 23 | Digitalinx | 2 | DL-HDRKUNV1 | RACK MOUNT CHASSIS 1RU UNIVER. |
| 24 | DigitalinxIP | 4 | IPEX5001 | 4K JPEG2000 ENCODER |
| 25 | DigitalinxIP | 6 | IPEX5002 | 4K JPEG2000 DECODER |
| 26 | DigitalinxIP | 1 | IPEXAR-5000-50 | DigiIP 5000 Series controller pre-loaded with Arranger software for DigiIP systems with 1-50 endpoints |
| **CONTROL SYSTEM** | | | | | |
| 27 | Extron | 1 | 60-1914-01A | IPCP Pro 255Q xi - IPCP Pro xi Quad Control Processor w/LinkLicense for User Interfaces Upgrade |
| 28 | Logitech | 1 | 939001817 | TAP Wall Mount |
| 29 | Logitech | 1 | 952000085 | Tap IP (Graphite) |
| 30 | Logitech | 1 | 952000088 | Tap IP (White) |
| 31 | Netgear | 1 | GSM4230P-100NAS | M4250-26G4F-POE+ - 24x1G PoE+ 300W 2x1G and 4xSFP Managed Switch |
| **EQUIPMENT RACK** | | | | | |
| 32 | Middle Atlantic | 1 | CAB-COOL-2 | CABINET COOL SYSTEMDUAL |
| 33 | Middle Atlantic | 1 | EB1 | 1SP FLANGED ECONO BLANK |
| 34 | Middle Atlantic | 1 | PD-1815R-RN | 18OUT 15ARKMT 2-STG SRG |
| 35 | Middle Atlantic | 1 | SRSR-X-12 | SRSR EXTENDED12 SPACE |
| 36 | Middle Atlantic | 1 | U1V | 1SP VENTED UTILITY SHELF |
| 37 | Middle Atlantic | 1 | U317 | 3SP RACKSHELF 17DP |
| **MATERIALS** | | | | | |
|  | Wire, Cables & Connectors |  |  |  |

**Exhibit A** – Federally Required and Other Model Contract Clauses

<https://www.transit.dot.gov/funding/procurement/best-practices-procurement-manual>

**ACCESS TO RECORDS AND REPORTS**

49 U.S.C. § 5325(g) 2 C.F.R. § 200.333 49 C.F.R. part 633

1. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.
2. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
3. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
4. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

**BUY AMERICA**

49 U.S.C. 5323(j) 49 C.F.R. part 661

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11.

The [bidder or offeror] must submit to [Recipient] the appropriate Buy America certification below with its [bid or offer]. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

**In accordance with 49 C.F.R. § 661.6, for the procurement of steel, iron or manufactured products, use the certifications below.**

Certificate of Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 C.F.R. part 661.

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Certificate of Non-Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 C.F.R. § 661.7.

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**CARGO PREFERENCE – Use of United States-Flag Vessels**

46 U.S.C. § 55305 46 C.F.R. part 381

The contractor agrees:

1. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
2. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.); and
3. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

**CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

42 U.S.C. §§ 7401 – 7671q 33 U.S.C. §§ 1251-1387 2 C.F.R. part 200, Appendix II (G)

The Contractor agrees:

1) It will not use any violating facilities;

2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA “List of Violating Facilities;”

3) It will report violations of use of prohibited facilities to FTA; and

4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

**CIVIL RIGHTS LAWS AND REGULATIONS**

The AGENCY is an Equal Opportunity Employer. As such, the AGENCY agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the AGENCY agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

**PRIVACY ACT**

(a) The Contractor agrees to—

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies—

(i) The systems of records; and

(ii) The design, development, or operation work that the contractor is to perform;

(2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the design, development, or operation of a system of records on individuals that is subject to the Act; and

(3) Include this clause, including this subparagraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

(b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor and any employee of the Contractor is considered to be an employee of the agency.

(c)(1) Operation of a system of records, as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

(2) Record, as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

(3) System of records on individuals, as used in this clause means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

**DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

49 C.F.R. part 26

For all DOT-assisted contracts, each FTA recipient must include assurances that third party contractors will comply with the DBE program requirements of 49 C.F.R. part 26, when applicable. The following contract clause is required in all DOT-assisted prime and subcontracts:

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

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

Further, recipients must establish a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the recipient makes to the prime contractor. 49 C.F.R. § 26.29(a). Finally, for contracts with defined DBE contract goals, each FTA recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the recipient’s written consent; and that, unless the recipient’s consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

As an additional resource, recipients can draw on the following language for inclusion in their federally funded procurements.

**Overview**

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

1. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
2. Create a level playing field on which DBE’s can compete fairly for DOT-assisted contracts;
3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE’s;
5. Help remove barriers to the participation of DBEs in DOT assisted contracts;
6. To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and
7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

This Contract is subject to 49 C.F.R. part 26. Therefore, the Contractor must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Contract. The AGENCY shall make all determinations with regard to whether or not a Bidder/Offeror is in compliance with the requirements stated herein. In assessing compliance, the AGENCY may consider during its review of the Bidder/Offeror’s submission package, the Bidder/Offeror’s documented history of non-compliance with DBE requirements on previous contracts with the AGENCY.

**Contract Assurance**

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

**DBE Participation**

For the purpose of this Contract, the AGENCY will accept only DBE’s who are:

1. Certified, at the time of bid opening or proposal evaluation, by the [certifying agency or the Unified Certification Program (UCP)]; or
2. An out-of-state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status or an agency whose DBE certification process has received FTA approval; or
3. Certified by another agency approved by the AGENCY

**DBE Participation Goal**

The DBE participation goal for this Contract is set at 3.75%. This goal represents those elements of work under this Contract performed by qualified Disadvantaged Business Enterprises for amounts totaling not less than % of the total Contract price. Failure to meet the stated goal at the time of proposal submission may render the Bidder/Offeror non-responsive.

**Proposed Submission**

Each Bidder/Offeror, as part of its submission, shall supply the following information:

1. A completed DBE Utilization Form (see below) that indicates the percentage and dollar value of the total bid/contract amount to be supplied by Disadvantaged Business Enterprises under this Contract.
2. A list of those qualified DBE’s with whom the Bidder/Offeror intends to contract for the performance of portions of the work under the Contract, the agreed price to be paid to each DBE for work, the Contract items or parts to be performed by each DBE, a proposed timetable for the performance or delivery of the Contract item, and other information as required by the DBE Participation Schedule (see below). No work shall be included in the Schedule that the Bidder/Offeror has reason to believe the listed DBE will subcontract, at any tier, to other than another DBE. If awarded the Contract, the Bidder/Offeror may not deviate from the DBE Participation Schedule submitted in response to the bid. Any subsequent changes and/or substitutions of DBE firms will require review and written approval by the AGENCY
3. An original DBE Letter of Intent (see below) from each DBE listed in the DBE Participation Schedule.
4. An original DBE Affidavit (see below) from each DBE stating that there has not been any change in its status since the date of its last certification.

**Good Faith Efforts**

If the Bidder/Offeror is unable to meet the goal set forth above (DBE Participation Goal), the AGENCY will consider the Bidder/Offeror’s documented good faith efforts to meet the goal in determining responsiveness. The types of actions that the AGENCY will consider as part of the Bidder/Offeror’s good faith efforts include, but are not limited to, the following:

1. Documented communication with the AGENCY’s DBE Coordinator (questions of IFB or RFP requirements, subcontracting opportunities, appropriate certification, will be addressed in a timely fashion);
2. Pre-bid meeting attendance. At the pre-bid meeting, the AGENCY generally informs potential Bidder/Offeror’s of DBE subcontracting opportunities;
3. The Bidder/Offeror’s own solicitations to obtain DBE involvement in general circulation media, trade association publication, minority-focus media and other reasonable and available means within sufficient time to allow DBEs to respond to the solicitation;
4. Written notification to DBE’s encouraging participation in the proposed Contract; and
5. Efforts made to identify specific portions of the work that might be performed by DBE’s.

The Bidder/Offeror shall provide the following details, at a minimum, of the specific efforts it made to negotiate in good faith with DBE’s for elements of the Contract:

1. The names, addresses, and telephone numbers of DBE’s that were contacted;
2. A description of the information provided to targeted DBE’s regarding the specifications and bid proposals for portions of the work;
3. Efforts made to assist DBE’s contacted in obtaining bonding or insurance required by the Bidder or the Authority.

Further, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted when a non-DBE subcontractor was selected over a DBE for work on the contract. 49 C.F.R. § 26.53(b) (2) (VI). In determining whether a Bidder has made good faith efforts, the Authority may take into account the performance of other Bidders in meeting the Contract goals. For example, if the apparent successful Bidder failed to meet the goal, but meets or exceeds the average DBE participation obtained by other Bidders, the Authority may view this as evidence of the Bidder having made good faith efforts.

**Administrative Reconsideration**

Within five (5) business days of being informed by the AGENCY that it is not responsive or responsible because it has not documented sufficient good faith efforts, the Bidder/Offeror may request administrative reconsideration. The Bidder should make this request in writing to the AGENCY’s [Contact Name]. The [Contact Name] will forward the Bidder/Offeror’s request to a reconsideration official who will not have played any role in the original determination that the Bidder/Offeror did not document sufficient good faith efforts.

As part of this reconsideration, the Bidder/Offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The Bidder/Offeror will have the opportunity to meet in person with the assigned reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. The AGENCY will send the Bidder/Offeror a written decision on its reconsideration, explaining the basis for finding that the Bidder/Offeror did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

**Termination of DBE Subcontractor**

The Contractor shall not terminate the DBE subcontractor(s) listed in the DBE Participation Schedule (see below) without the AGENCY’s prior written consent. The AGENCY may provide such written consent only if the Contractor has good cause to terminate the DBE firm. Before transmitting a request to terminate, the Contractor shall give notice in writing to the DBE subcontractor of its intent to terminate and the reason for the request. The Contractor shall give the DBE five days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the Contract for any reason, the Contractor shall make good faith efforts to find another DBE subcontractor to substitute for the original DBE and immediately notify the AGENCY in writing of its efforts to replace the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal established for this procurement. Failure to comply with these requirements will be in accordance with Section 8 below (Sanctions for Violations).

**Continued Compliance**

The AGENCY shall monitor the Contractor’s DBE compliance during the life of the Contract. In the event this procurement exceeds ninety (90) days, it will be the responsibility of the Contractor to submit quarterly written reports to the AGENCY that summarize the total DBE value for this Contract. These reports shall provide the following details:

* DBE utilization established for the Contract;
* Total value of expenditures with DBE firms for the quarter;
* The value of expenditures with each DBE firm for the quarter by race and gender;
* Total value of expenditures with DBE firms from inception of the Contract; and
* The value of expenditures with each DBE firm from the inception of the Contract by race and gender.

Reports and other correspondence must be submitted to the DBE Coordinator with copies provided to the [Agency Name1] and [Agency Name2]. Reports shall continue to be submitted quarterly until final payment is issued or until DBE participation is completed.

The successful Bidder/Offeror shall permit:

* The AGENCY to have access to necessary records to examine information as the AGENCY deems appropriate for the purpose of investigating and determining compliance with this provision, including, but not limited to, records of expenditures, invoices, and contract between the successful Bidder/Offeror and other DBE parties entered into during the life of the Contract.
* The authorized representative(s) of the AGENCY, the U.S. Department of Transportation, the Comptroller General of the United States, to inspect and audit all data and record of the Contractor relating to its performance under the Disadvantaged Business Enterprise Participation provision of this Contract.
* All data/record(s) pertaining to DBE shall be maintained as stated in Section [insert reference to record keeping requirements for the Project.]

**Sanctions for Violations**

If at any time the AGENCY has reason to believe that the Contractor is in violation of its obligations under this Agreement or has otherwise failed to comply with terms of this Section, the AGENCY may, in addition to pursuing any other available legal remedy, commence proceedings, which may include but are not limited to, the following:

* Suspension of any payment or part due the Contractor until such time as the issues concerning the Contractor’s compliance are resolved; and
* Termination or cancellation of the Contract, in whole or in part, unless the successful Contractor is able to demonstrate within a reasonable time that it is in compliance with the DBE terms stated herein.

**DBE UTILIZATION FORM**

The undersigned Bidder/Offeror has satisfied the requirements of the solicitation in the following manner (please check the appropriate space):

\_\_\_\_\_ The Bidder/Offer is committed to a minimum of \_\_\_\_\_\_\_\_% DBE utilization on this contract.

\_\_\_\_\_ The Bidder/Offeror (if unable to meet the DBE goal of 3.75%) is committed to a minimum of \_\_\_\_\_\_\_\_% DBE utilization on this contract and submits documentation demonstrating good faith efforts.

**DBE PARTICIPATION SCHEDULE**

The Bidder/Offeror shall complete the following information for all DBE’s participating in the contract

That comprises the DBE Utilization percent stated in the DEB Utilization Form. The Bidder/Offeror shall also furnish the name and telephone number of the appropriate contact person should the Authority have any questions in relation to the information furnished herein.

**DBE IDENTIFICATION AND INFORMATION FORM**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Name and Address** | **Contact Name and Telephone Number** | **Participation Percent (Of Total Contract Value)** | **Description of Work To Be Performed** | **Race and Gender of Firm** |
|  |  |  |  |  |
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**ENERGY CONSERVATION**

42 U.S.C. 6321 et seq. 49 C.F.R. part 622, subpart C

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.

**GOVERNMENT-WIDE DEBARMENT AND SUSPENSION**

2 C.F.R. part 180 2 C.F.R part 1200 2 C.F.R. § 200.213 2 C.F.R. part 200 Appendix II (I) Executive

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

1. Debarred from participation in any federally assisted Award;
2. Suspended from participation in any federally assisted Award;
3. Proposed for debarment from participation in any federally assisted Award;
4. Declared ineligible to participate in any federally assisted Award;
5. Voluntarily excluded from participation in any federally assisted Award; or
6. Disqualified from participation in ay federally assisted Award.

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

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

**CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The Primary Participant \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

4. Have not within three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the Contractor is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

Contractor (name) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 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. SECTIONS 3801 ET. SEQ. ARE APPLICABLE THERETO.

Dun & Bradstreet Number:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(must be an active D&B # registered with the System For Award Management ([www.sam.gov](http://www.sam.gov))

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Authorized Official: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**LOBBYING RESTRICTIONS**

31 U.S.C. § 1352 2 C.F.R. § 200.450 2 C.F.R. part 200 appendix II (J) 49 C.F.R. part 20

The undersigned certifies to the best of his or her knowledge and belief, that:

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

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature of Contractor’s Authorized Official

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name and Title of Contractor’s Authorized Official

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date

**IT ACQUISITION REGULATION**

CONTRACTOR certifies through the signing of this contract that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), the CONTRACTOR does not and will not use any equipment, system, or service that uses “covered telecommunications equipment or services” (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. The CONTRACTOR will include this certification as a flow down clause in any contract related to this Contract.

**NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

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

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

49 U.S.C. § 5323(l) (1) 31 U.S.C. §§ 3801-3812 18 U.S.C. § 1001 49 C.F.R. part 31

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

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

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

**RECYCLED PRODUCTS**

42 U.S.C. § 6962 40 C.F.R. part 247 2 C.F.R. part § 200.322

**Recovered Materials**

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), “Comprehensive Procurement Guideline for Products Containing Recovered Materials,” 40 C.F.R. part 247.

**SAFE OPERATION OF MOTOR VEHICLES**

23 U.S.C. part 402 Executive Order No. 13043 Executive Order No. 13513 U.S. DOT Order No. 3902.10

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or AGENCY.

**Termination for Convenience**

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

**Opportunity to Cure**

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

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

**Waiver of Remedies for any Branch**

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

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

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

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

**Termination for Default (Transportation Services**

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

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

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

**VIOLATION AND BREACH OF CONTRACT**

2 C.F.R. § 200.326 2 C.F.R. part 200, Appendix II (A)

**Rights and Remedies of the AGENCY**

1. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors;
2. The right to cancel this Contract as to any or all of the work yet to be performed;
3. The right to specific performance, an injunction or any other appropriate equitable remedy; and
4. The right to money damages.

For purposes of this Contract, breach shall include (AGENCY to define).

**Rights and Remedies of Contractor**

Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the AGENCY, the Contractor expressly agrees that no default, act or omission of the AGENCY shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the AGENCY directs Contractor to do so) or to suspend or abandon performance.

**Remedies**

Substantial failure of the Contractor to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, the AGENCY will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Agreement by the Contractor before the AGENCY takes action contemplated herein, the AGENCY will provide the Contractor with sixty (60) days written notice that the AGENCY considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

**Disputes**

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of AGENCY’s [title of employee]. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. 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 [title of employee] shall be binding upon the Contractor and the Contractor shall abide be the decision.

**Performance during Dispute**

Unless otherwise directed by AGENCY, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

**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 its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

**Remedies**

Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the AGENCY 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 State in which the AGENCY is located.

**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 AGENCY 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 CHANGES 49 CFR Part 18**

Applicability to Contracts: The Federal Changes requirement applies to all contracts. Flow down Requirements: The Federal Changes requirement flows down appropriately to each applicable changed requirement. Federal Changes - Consultant 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 NCTD and FTA , as they may be amended or promulgated from time to time during the term of this contract. Consultant's failure to so comply shall constitute a material breach of this contract.