



MEMORANDUM

TO: Prospective Bidders

FROM: Johnna M. Allen, Purchasing Director

RE: Request for Bid - #028-19

DATE: June 27, 2019

Enclosed you will find the necessary information for preparing and submitting your proposal for a qualified consulting firm with the experience and resources necessary to update the **Consultant - Transit Development Plan** for the City of Rome, Georgia.

The deadline for submitting your bid is **July 30, 2019 at 10:00 a.m.**

The deadline for submitting questions regarding this proposal is **July 23, 2019 by 5:00 p.m.**

If you have further questions, please e-mail any inquiries to Johnna Allen at jallen@romegeorgia.us. All questions and answers will be posted on the website www.romegeorgia.us. It will be the responsibility of interested parties to visit the website frequently to insure receipt of any new information that may be made available.

Johnna M. Allen
Purchasing Director

JMA/res

INSTRUCTIONS FOR BIDDERS

I. Bids must be received by **July 30, 2019 at 10:00 a.m.**

II. Bids must be delivered to:

City of Rome
Attn: JOHNNNA M. ALLEN
601 Broad Street
P.O. Box 1433
Rome, Georgia 30162

III. Bids must be sealed and marked:

“028-19 Consultant – Transit Development Plan”

IV. Bids must be complete and include:

- A. Completed Bid Proposal Form
- B. Executed Bidder's Declaration
- C. Executed Certificate of Non-Discrimination
- D. Executed Affidavit of Non-Collusion
- E. Prompt Payment Affidavit
- F. Request for Taxpayer I.D. Number
- G. Drug-Free Workplace Certification
- H. E-Verify Compliance Affidavit
- I. SAVE Compliance Affidavit

All bids submitted shall be subject to acceptance or rejection and the City of Rome specifically reserves the right to accept or reject any or all bids, to waive any technicalities and formalities in the bidding.

Bidder shall submit all required forms and information simultaneously with sealed bids, which forms and information become a part of the property of the City of Rome and will not be returned to bidders unless a written request to withdraw is received prior to **July 30, 2019 @ 10:00 a.m.**

V. Payment:

When contracts are awarded, payment by the City of Rome will be the normal 30-day cycle. However, the City does make every effort to honor all discounts.

REQUIREMENTS FOR BIDDERS

These items apply to and become a part of the terms and conditions of the bidders bid. Any exceptions must be in writing.

Notice is hereby given that the City of Rome will receive sealed bids from interested parties until **July 30, 2019 at 10:00 a.m.** at its offices located at 601 Broad Street, Rome, Georgia 30162-1433.

Any bids received thereafter will not be considered.

Bids will be publicly opened and read at the City of Rome Purchasing Department located at 601 Broad Street on the day and at the hour specified.

The purchaser may consider as non-responsive, any bid in which there is an alteration of, or departure from the bid form hereto attached.

The City of Rome, Georgia is requesting qualifications and proposals from a consultant to provide a TDP for the Rome Transit Department. The City will review and evaluate the RFP responses, and determine the firm that demonstrates the greatest capabilities and relevant experience, proposes a reasonable cost, and is the most advantageous in fulfilling the Owner's goals for this project. The City of Rome reserves the right to accept, reject, and/or negotiate any or all proposals as determined by them to be in the City's best interest. The bidder to whom award is made will be notified at the earliest possible date. The purchaser reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time, contracts of a similar nature, or the bid of a bidder who, in the sole opinion and discretion of the purchaser is not in a position to perform the contract, or whose name appears on the United States Comptroller General's list of ineligible contractors.

Bids may be withdrawn by written or faxed request, provided such withdrawals are received prior to bid opening date.

NOTE: Unless stated on the bid form the bid submitted will assume all specifications will be met. Please note on the bid form all exceptions.

A. Background

As part of the Rome/Floyd Metropolitan Planning Organization (RFMPO) planning process, in coordination with City of Rome Transit Department (RTD), we are seeking proposals from qualified consulting firms with the experience and resources necessary to update the Transit Development Plan (TDP). It is essential that the TDP be updated to provide adequate guidance to make operational adjustments and improvements for Main Line and Para-transit services.

As the designated Rome-Floyd County MPO the City of Rome Transit Department is responsible under federal law for maintaining a continuous, comprehensive, and coordinated transportation planning process. A component to this process is the development of the TDP which is intended to identify strategies and recommendations to improve transit service delivery in the City of Rome.

The City of Rome presently operates five (5) Main Line fixed routes, twenty-six (26) Tripper routes, and six (6) Paratransit routes Monday – Friday from 5:40 am – 6:30 pm. The five (5) routes are illustrated in Figure 2, which connect hourly at the Midtown Transit Station in downtown Rome, which enable passengers to transfer to other routes. A large part of the service provided by RTD is “tripper bus service” oriented to transport students to and from schools. The service has been designed to be open door to the public to ensure compliance with Federal transit requirements.

A recent audit was completed of the Rome Transit Department that concluded the Tripper service was not in compliance with federal regulations. Rome must modify current services to comply with federal regulations by January 1, 2020. The current Tripper capital must be liquidated and reinvested into RTD.

In 2018 RTD provided 115,120 Main Line passenger trips; 958,019 Tripper passenger trips; and 6,938 Paratransit passenger trips. RTD also has a contract with Transit Alliance to provide Paratransit trips and transported 15,715 passengers within the City limits of Rome. This service is provided the same as the Main Line service hours and goes $\frac{3}{4}$ mile outside the Main Line fixed and Tripper route services.

The TDP will analyze a wide range of service, capital, and financial alternatives. The consultant shall evaluate the existing transit department in place, gauge opportunities for improved transit coordination in the area, identify the most efficient approach to meet the needs of the public, and carefully consider where transit resources should be devoted over the planning period.

Public involvement and outreach activities are integral components of the TDP and are expected to be included in the consultant’s work program. The final product will guide the provision of services over the next five-year period within the financial revenues projected and include an implementation plan to accomplish TDP recommendations. The TDP will provide an implementation schedule for all plan elements, identifying the responsible parties and financial requirements. Minor changes to the scope may be necessary to integrate innovative approaches suggested by the consultant.

B. Scope of Work

The MPO is seeking a consultant that can not only provide the typical qualifications necessary in the development of a TDP but also has the ability to provide innovation, originality, and creativity in examining and proposing service concepts, potential market expansions, and system efficiencies related to Mainline and Para-Transit services, specifically in reference to FTA guidelines/compliance.

Outlined below is the scope of work that will guide development of the TDP for the Rome Transit Department. The MPO has included the following scope of work to provide interested consultants insight

into project intent, context, coordination, responsibilities, and other elements to help facilitate proposal development.

At minimum, the consultant shall be expected to establish detailed analysis, recommendations and/or deliverables for the following tasks:

Task 1.0: Background & Introduction. The consultant shall develop a background and introduction to establish a framework of base information for the TDP development.

Task 2.0: Data Collection and Analysis of Existing Transit Services. The consultant shall collect and conduct an initial review and analysis of current and previous planning efforts. The consultant shall also provide an analysis of existing conditions and the operating environment (transit history, operations, agreements, ridership trends, finances, etc.) of transit services offered by Rome Transit Department. In addition, the consultant shall, at minimum, compile the following data:

- Service area and clients served;
- Hours of operation and level of service;
- Number of passengers and passenger trips by fare category;
- Operating budget, funding sources, and financial program information;
- Fare structure;
- Equipment and facilities;
- Route structure and ability to maintain on-time performance
- Existing fleet replacement and bus stop improvement; and
- Marketing efforts.
- Current staffing levels
- Current policy and procedures

The consultant shall document existing demographics, land use, and travel patterns as they relate to transit services. This shall be inclusive of ridership propensity, transit-supportive density, and economic characteristics to help describe the market for transit in the City of Rome and to recommend areas for new or improved transit services, if necessary.

The consultant shall update information related to current or proposed major activity centers such as hospitals, clinics, senior centers, shopping centers, recreational areas, employment centers, social services, and other major transit generators.

The consultant shall evaluate the existing ridership data for each service provided, evaluate ridership by service, and identify ridership patterns.

The consultant shall evaluate existing transit services and identify the coordination of services where they exist, areas where coordination needs improvement, and areas where there may be service duplication.

Task 3.0: System Goals, Objectives, and Performance Measures. The consultant shall consider the existing goals and objectives and performance measures regarding public transit in the City of Rome. The consultant shall consider modifications of these to draft specific, measurable, achievable, realistic, and timely goals and objectives. The intent of these goals, objectives, and performance measures shall be to

establish a system in which the functionality of the transit system can be assessed from various perspectives throughout the planning horizon of the TDP. Goals, objectives, and performance measures shall draw upon the national goals of current legislation and the current LRTP and TIP for Rome-Floyd County.

Task 4.0: Issue Identification & Needs Assessment. The consultant shall prepare an overarching assessment which clearly summarizes and prioritizes all applicable issues and needs as identified in the existing conditions information. This task will develop the community vision for Rome Transit Department.

The consultant shall combine data and input from the existing conditions information, review of current transit services, surveys, and input provided by RTD staff and operators to identify high and low transit demand areas and possible route expansions.

The consultant shall analyze the financial feasibility of RTD without Tripper services.

The consultant shall contact key stakeholders to determine transportation needs, key days and times desired for transit services, potential solutions – including options outside of traditional fixed route service, and coordination opportunities.

Task 5.0: Operational Alternatives Development & Analysis. The consultant shall set forth an appropriate methodology for the development and analysis of system operation alternatives for RTD. This analysis shall include fixed route rationalization, productivity and efficiency measures, route-specific recommendations (i.e. operations, alignment, etc.), and other system facility concepts.

The consultant shall approach the TDP and current transit operations as it pertains to The 2040 Comprehensive Plan. The 2040 Comprehensive Plan calls for the following, as it relates to transit operations:

- Expand transit service to new commercial, service, and multi-family residential developments, and consistently amend routes and bus stop locations as new development occurs.
- Develop a study that examines the feasibility of expanding the Rome Transit Department into relevant areas of unincorporated Floyd County and Cave Spring, as well as potential service changes throughout the existing system.
- Continue to support transit functions through capital improvements.
- Fixed route expansion/improvements
- Capital procurement (fare boxes, security systems, passengers, etc.)
- Paratransit bus service route improvements
- Fleet composition for main line and paratransit buses
- Efficiency and capacity of current maintenance facility
- Staffing analysis (both current and future, including salaries and hiring/retention challenges)
- Analysis of current policies and procedures with future recommendations

The consultant will bring forward all possible route change alternatives to go through a public comment period. Once plan recommendations for the routes have been finalized future routes need to be created

that best fit with the recommended routes. These planned routes will help business know where to expect transit service in the future. Thresholds for expanding into planned routes will be written into current policies for transit and planning. The operational analysis should also look at staffing levels of RTD as to if they are appropriate for current services provided and if future expansion happens what associate staffing levels need to be expanded as well. The operational analysis should also look at current policies and procedures and if they are appropriate for current services provided and if future expansion happens what is needed. Also part of this analysis, the consultant will assist the MPO in understanding whether any of these alternatives impact the identified EJ populations. The impact analysis shall assist in concluding any adverse impacts and resolutions if any adverse impacts are identified.

Task 6.0: Financial Plan & Implementation. The consultant shall develop a coordinated financial plan which identifies how various preferred alternatives may be implemented over the years of the TDP, specifically without the previous financial income from Tripper services. The consultant shall identify all available funding sources. This detailed strategy shall be developed to ensure effective implementation and include recommendations on programming of additional local, state, and federal resources. The consultant will have to assist the MPO in understanding these potential impacts to the financial plan.

Task 7.0: Public Involvement. In compliance with the MPO's adopted Public Participation Plan, the MPO, RTD, and the consultant shall cooperatively implement a robust public participation strategy to engage the public, transit users, and interested persons and stakeholders in the TDP update process. All public involvement comments shall be summarized by the consultant and provided to staff for consideration throughout development of the plan. All comments shall be documented by the consultant within the plan prior to final adoption by local jurisdictions. The development of the TDP shall be supported through the following public involvement components:

Stakeholders:

- City of Rome
- MPO
- Rome-Floyd County Planning Staff
- Rome Transit Department Staff
- Georgia Department of Transportation
- Federal Transit Administration (FTA)
- Federal Highway Administration (FHWA)
- Transit Riders
- Transit Operators
- Others to be determined

Public Input Meetings: Development of the TDP shall be supported by adequate public input meetings. The MPO shall utilize its website and list of interested persons, stakeholders, and targeted interest groups to distribute public input meeting information. The consultant shall prepare notices and public announcements and have them to the MPO one week before the announcement goes out to the public. The MPO and RTD shall be responsible for issuing notices and public announcements. The consultant shall get meeting information to the MPO one week before the meeting. The consultant shall be responsible for the facilitation of public input meetings.

Council/Commission Presentation: The consultant should be prepared to make presentations to applicable officials as needed.

Transit Rider Survey: The consultant shall develop a transit rider survey for distribution in print and web format to support the TDP update. The survey is intended to inform specific analysis on the TDP update, with an opportunity for open-ended comments regarding system needs and operations.

Task 8.0: Deliverables: The consultant shall prepare Technical Memorandums for Tasks 2 through 6. These memorandums will be reviewed by staff for additional comments. The Technical Memorandums are to be used as the base for the chapters in the TDP. Each chapter, when applicable, of the document will reference or express direction concerning integration and /or compliance with Title VI (LEP) and Environmental Justice. The consultant should also note the 2019 Statewide DBE goal of 10.55% and that the plan is race-neutral.

The consultant shall prepare an administrative draft TDP for review and comment by staff. This draft is to be provided as an electronic PDF. Comments received from staff shall be incorporated in the final draft of the TDP.

The consultant shall consider and incorporate the comments received on the draft TDP into the final report, as appropriate, and present it to Rome Transit Department, the MPO's Technical Coordinating Committee and Transportation Policy Committee, and applicable metropolitan jurisdictions.

The consultant shall provide the MPO and RTD ten (10) bound copies, a reproducible original in PDF format, and a changeable original in Word format. The consultant shall also provide an electronic copy of all final figures, tables, maps, and shape files that were created to produce the document.

C. Project Deliverables

The final product will show recommendations for future transit operations in the MPO area.

Final Report due March 1, 2019.

D. Other Requirements

The consultant will update the Project Manager on an on-going basis, along with a written monthly progress report which will clearly reflect progress, timeliness, and budget expenditures. The monthly progress report will be required with the submission of each invoice.

BID FORM

TO: City of Rome – Purchasing Department
ATTN: JOHNNNA M. ALLEN
P.O. Box 1433
601 Broad Street
Rome, Georgia 30162-1433

BID PKG. “028-19 Consultant – Transit Development Plan”

Total Cost: \$ _____

Completion of the Plan must be no later than December 1, 2019.

Bidder’s response: _____

All bids submitted shall be subject to acceptance or rejection and the City of Rome specifically reserves the right to accept or reject any or all bids, to waive any technicalities and formalities in the bidding.

Name of Individual, Partner or Corporation

Company

Title

Address

Authorized Signature

City, State, Zip Code

Company phone number

Please attach contact’s business card:

BIDDERS DECLARATION

The bidder understands, agrees and warrants:

- That the bidder has carefully read and fully understands the full scope of the specifications.
- That the bidder has the capability to successfully undertake and complete the responsibilities and obligations in said specifications.
- That the bidder has liability insurance and a declaration of insurance form is included in the bid package.
- That this bid may be withdrawn by requesting such withdrawal in writing at any time prior to **July 30, 2019 at 10:00 a.m.** but may not be withdrawn after such date and time.
- That the City of Rome reserves the right to reject any or all bids and to accept that bid which will, in its opinion, best serve the public interest. The City of Rome reserves the right to waive any technicalities and formalities in the bidding.
- That by submission of this bid the bidder acknowledges that the City of Rome has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information supplied by the bidder.
- If a partnership, a general partner must sign.
- If a corporation, the authorized corporate officer(s) must sign and the corporate seal must be affixed to this bid.

BIDDER:

Name

Title

Name

Title

AFFIX CORPORATE SEAL (If Applicable)

CERTIFICATE OF NON-DISCRIMINATION

In connection with the performance of work under this contract, the bidder agrees as follows:

The bidder agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, ancestry or disability. The vendor shall take affirmative action to insure that employees are treated without regard to their race, creed, color, sex, national origin, ancestry or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruiting or recruitment, advertising, lay-off or termination, rates of pay or other compensation and selection for training, including apprenticeship.

In the event of the bidder's non-compliance with this non-discrimination clause, the contract may be canceled or terminated by the City of Rome. The bidders may be declared, by the City of Rome, ineligible for further contracts with the City of Rome until satisfactory proof of intent to comply shall be made by the vendor.

The bidder agrees to include this non-discrimination clause in any sub-contracts connected with the performance of this agreement.

BIDDER

SIGNATURE

TITLE

NON-COLLUSION AFFIDAVIT

The following affidavit is to accompany the bid:

STATE OF

COUNTY OF

Owner, Partner or Officer of Firm

Company Name, Address, City and State

Being of lawful age, being first duly sworn, on oath says that he/she is the agent authorized by the bidder to submit the attached bid. Affidavit further states as bidder, that they have not been a party to any collusion among bidders in restraint of competition by agreement to bid at a fixed price or to refrain from bidding; or with any office of the City of Rome or any of their employees as to quantity, quality or price in the prospective contract; or any discussion between bidders and any official of the City of Rome or any of their employees concerning exchange of money or other things of value for special consideration in submitting a sealed bid for:

FIRM NAME _____

SIGNATURE _____

TITLE _____

Subscribed and sworn to before me this _____ day of _____ 20 _____

NOTARY PUBLIC

**Request for Taxpayer
 Identification Number and Certification**

Give Form to the
 requester. Do not
 send to the IRS.

Print or type See Specific instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <small>Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities; not individuals; see instructions on page 3): Exempt payee code (if any): _____ Exemption from FATCA reporting code (if any): _____ <small>(Apply to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number	Employer identification number												
<table border="1" style="width:100%; border-collapse: collapse;"> <tr><td style="width:25px; height: 20px;"> </td><td style="width:25px; height: 20px;"> </td><td style="width:25px; height: 20px;"> </td><td style="width:25px; height: 20px;"> </td></tr> </table>					<table border="1" style="width:100%; border-collapse: collapse;"> <tr><td style="width:25px; height: 20px;"> </td><td style="width:25px; height: 20px;"> </td></tr> </table>								

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
-----------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
 Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/w9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third-party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

CITY OF ROME

DRUG-FREE WORKPLACE CERTIFICATE

By signature on this certificate, the Bidder certifies that the provisions of O.C.G.A. Section 50-24-1 through 50-24-6 related to the "Drug-Free Workplace Act" will be complied with in full. The Bidder further certifies that:

1. A drug-free workplace will be provided for the Bidder's employees during the performance of the contract; and
2. Each contractor who hires a subcontractor to work in a drug-free workplace shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with (contractor's name), (subcontractor's name) certifies to the contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to O.C.G.A. Section 50-24-3(b)(7)."

By signature on this certificate, the Bidder further certifies that it will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

Bidder: _____

By: _____

Name Printed: _____

Title: _____

Date: _____

CITY OF ROME, GEORGIA
E-VERIFY COMPLIANCE AFFADAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the City of Rome, Georgia has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A, § 13-10-91 (b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification number
(Not Required if Less than 10 Employees)

Signature (if less than 10 employees)

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, _____, 20____ in _____ (city) _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 20____

NOTARY PUBLIC
My Commission Expires:

CITY OF ROME, GEORGIA

SAVE COMPLIANCE AFFADAVIT

O.C.G.A § 50-36-1(e) (2) Affidavit

By executing this affidavit under oath, as an applicant for a (n) Contract or Services, as referenced O.C.G.A. C. § 50-36-1, from the City of Rome, Georgia, the undersigned applicant verifies one of the following with respect to my application for a public benefit:

- 1) _____ I am a United State citizen.
- 2) _____ I am a legal permanent resident of the United States
- 3) _____ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.
My alien number issued by the Department of Homeland Security or other federal immigration agency is: _____.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1(e) (1), with this affidavit. The secure and verifiable document provided with this affidavit can best be classified as:

_____.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed in _____ (city), _____ (state).

Signature of Applicant

Name of Applicant Printed

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

_____ DAY OF _____, 20_____

NOTARY PUBLIC
My Commission Expires:

Federal Clauses for Procurements Funded with FTA Dollars

To be used for all **Non-Construction** procurements over \$10,000.00

- excluding Micro Purchases (less than \$9999.99)

- 1) **No Federal Government Commitment or Liability to Third Parties.** Except as the Federal Government expressly consents in writing, the Recipient agrees that:
 - a) The Federal Government does not and shall not have any commitment or liability related to the Underlying Agreement, to any Third Party Participant at any tier, or to any other person or entity that is not a party (FTA or the Recipient) to the Underlying Agreement, and
 - b) Notwithstanding that the Federal Government may have concurred in or approved any Solicitation or Third Party Agreement at any tier that may affect the Underlying Agreement, the Federal Government does not and shall not have any commitment or liability to any Third Party Participant or other entity or person that is not a party (FTA or the Recipient) to the Underlying Agreement.

- 2) **False or Fraudulent Statements or Claims.**
 - a) Civil Fraud. The Recipient acknowledges and agrees that:
 - i) Federal laws, regulations, and requirements apply to itself and its Underlying Agreement, including 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.
 - ii) By executing the Underlying Agreement, the Recipient certifies and affirms to the Federal Government the truthfulness and accuracy of any claim, statement, submission, certification, assurance, affirmation, or representation that the Recipient provides to the Federal Government.
 - iii) The Federal Government may impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, and other applicable penalties if the Recipient presents, submits, or makes available any false, fictitious, or fraudulent information.
 - b) Criminal Fraud. The Recipient acknowledges that 49 U.S.C. § 5323(l)(1) authorizes the Federal Government to impose the penalties under 18 U.S.C. § 1001 if the Recipient provides a false, fictitious, or fraudulent claim, statement, submission, certification, 17 FTA Master Agreement MA(24), 10-1-2017 assurance, or representation in connection with a federal public transportation program under 49 U.S.C. chapter 53 or any other applicable federal law.

- 3) **Access to Recipient and Third Party Participant Records.** The Recipient agrees, and assures that each Subrecipient, if any, will agree, to:
 - a) Provide, and require its Third Party Participants at each tier to provide, sufficient access to inspect and audit records and information related to its Award, the accompanying Underlying Agreement, and any Amendments thereto to the U.S. Secretary of Transportation or the Secretary's duly authorized representatives, to the Comptroller General of the United States, and the Comptroller General's duly authorized representatives, and to the Recipient and each of its Subrecipients, 34 FTA Master Agreement MA(24), 10-1-2017
 - b) Permit those individuals listed above to inspect all work and materials related to its Award, and to audit any information related to its Award under the control of the Recipient or Third Party Participant within books, records, accounts, or other locations, and
 - c) Otherwise comply with 49 U.S.C. § 5325(g), and federal access to records requirements as set forth in the applicable U.S. DOT Common Rules.

- 4) **Civil Rights**
 - a) Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant will:
 - i) Prohibit discrimination based on race, color, or national origin,
 - ii) Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., (b) U.S. DOT regulations, "Nondiscrimination In Federally-Assisted Programs of the Department of Transportation –

- Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, and
- iii) Follow: (a) The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance, (b) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3, and (c) All other applicable federal guidance that may be issued.
- b) Disadvantaged Business Enterprise. To the extent authorized by applicable federal laws, regulations, or requirements, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Underlying Agreement as follows:
- i) Statutory and Regulatory Requirements. The Recipient agrees to comply with:
 - (1) Section 1101(b) of the FAST Act, 23 U.S.C. § 101 note,
 - (2) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. part 26, and
 - (3) Federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of this Master Agreement. 38 FTA Master Agreement MA(24), 10-1-2017
 - ii) DBE Program Requirements. A Recipient that receives planning, capital and/or operating assistance and that will award prime third party contracts exceeding \$250,000 in a federal fiscal year must have a DBE program that is approved by FTA and meets the requirements of 49 C.F.R. part 26.
 - iii) Special Requirements for a Transit Vehicle Manufacturer (TVM). The Recipient agrees that:
 - (1) TVM Certification. Each TVM, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26, and
 - (2) Reporting TVM Awards. Within 30 days of any third party contract award for a vehicle purchase, the Recipient must submit to FTA the name of the TVM contractor and the total dollar value of the third party contract, and notify FTA that this information has been attached in TrAMS. The Recipient must also submit additional notifications if options are exercised in subsequent years to ensure that the TVM is still in good standing.
 - iv) Assurance. As required by 49 C.F.R. § 26.13(a):
 - (1) Recipient Assurance. The Recipient agrees and assures that: 1 It must not discriminate based on race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted contract, or in the administration of its DBE program or the requirements of 49 C.F.R. part 26, 2 It must take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted contracts, 3 Its DBE program, as required under 49 C.F.R. part 26 and as approved by U.S. DOT, is incorporated by reference and made part of the Underlying Agreement, and 4 Implementation of its DBE program approved by U.S. DOT is a legal obligation and failure to carry out its terms shall be treated as a violation of this Master Agreement.
 - (2) Subrecipient/Third Party Contractor/Third Party Subcontractor Assurance. The Recipient agrees and assures that it will include the following assurance in each subagreement and third party contract it signs with a Subrecipient or Third Party Contractor and agrees to obtain the agreement of each of its Subrecipients, Third Party Contractors, and Third Party Subcontractors to include the following assurance in every subagreement and third party contract it signs:
 - (a) The Subrecipient, each Third Party Contractor, and each Third Party Subcontractor must not discriminate based on race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted subagreement, third party contract, and third party subcontract, as applicable, and the administration of its DBE program or the requirements of 49 C.F.R. part 26,
 - (b) The Subrecipient, each Third Party Contractor, and each Third Party Subcontractor must take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted subagreements, third party contracts, and third party subcontracts, as applicable, 39 FTA Master Agreement MA(24), 10-1-2017
 - (c) Failure by the Subrecipient and any of its Third Party Contractors or Third Party Subcontractors to carry out the requirements of this subparagraph 12.e(4)(b) is a material breach of this subagreement, third party contract, or third party subcontract, as applicable, and
 - (d) The following remedies, or such other remedy as the Recipient deems appropriate, include, but are not limited to, withholding monthly progress payments, assessing sanctions, liquidated damages, and/or

disqualifying the Subrecipient, Third Party Contractor, or Third Party Subcontractor from future bidding as non-responsible.

- v) Remedies. Upon notification to the Recipient of its failure to carry out its approved program, FTA or U.S. DOT may impose sanctions as provided for under 49 C.F.R. part 26, and, in appropriate cases, refer the matter for enforcement under either or both 18 U.S.C. § 1001, and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq.
- vi) Prompt payment mechanisms *(added by GDOT, not listed in 2018 Master Agreement)*
 - (1) You must establish, as part of your DBE program, 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 you make to the prime contractor.
 - (2) You must ensure prompt and full payment of retainage from the prime contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. You must use one of the following methods to comply with this requirement:
 - (a) You may decline to hold retainage from prime contractors and prohibit prime contractors from holding retainage from subcontractors.
 - (b) You may decline to hold retainage from prime contractors and require a contract clause obligating prime contractors to make prompt and full payment of any retainage kept by prime contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed.
 - (c) You may hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 30 days after your payment to the prime contractor.
 - (3) For purposes of this section, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the recipient. When a recipient has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.
 - (4) Your DBE program must provide appropriate means to enforce the requirements of this section. These means may include appropriate penalties for failure to comply, the terms and conditions of which you set. Your program may also provide that any delay or postponement of payment among the parties may take place only for good cause, with your prior written approval.
 - (5) You may also establish, as part of your DBE program, any of the following additional mechanisms to ensure prompt payment:
 - (a) A contract clause that requires prime contractors to include in their subcontracts language providing that prime contractors and subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payment disputes. You may specify the nature of such mechanisms.
 - (b) A contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.
 - (c) Other mechanisms, consistent with this part and applicable state and local law, to ensure that DBEs and other contractors are fully and promptly paid
- c) Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following federal prohibitions against discrimination based on disability:
 - i) Federal laws, including:
 - (1) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination based on disability in the administration of federally assisted Programs, Projects, or activities,
 - (2) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities: 1 For FTA Recipients generally, Titles I, II, and III of the ADA apply, but 40 FTA Master Agreement MA(24), 10-1-2017 2 For Indian Tribes, Titles II and III of the ADA apply, but Title I of the ADA does not apply because it exempts Indian Tribes from the definition of "employer,"
 - (3) 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,

- (4) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and
 - (5) Other applicable federal laws, regulations, and requirements pertaining to access for seniors or individuals with disabilities.
- ii) Federal regulations and guidance, including:
- (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 37,
 - (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. part 27,
 - (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. part 1192 and 49 C.F.R. part 38,
 - (4) U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. part 39,
 - (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. part 35,
 - (6) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. part 36,
 - (7) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. part 1630,
 - (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 C.F.R. part 64, subpart F,
 - (9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. part 1194,
 - (10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. part 609,
 - (11) FTA Circular 4710.1, "Americans with Disabilities Act: Guidance," and
 - (12) Other applicable federal civil rights and nondiscrimination regulations and guidance.
- d) Equal Employment Opportunity. *(added by GDOT, not listed in 2018 Comprehensive Review List)*
- i) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination based on race, color, religion, sex, sexual orientation, gender identity, or national origin, and:
 - (1) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq.;
 - (2) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity" September 24, 1965 (42 U.S.C. § 2000e note.), as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs,
 - (3) Comply with federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of this Master Agreement,
 - (4) FTA Circular 4704.1 "Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients," and
 - (5) Follow other federal guidance pertaining to EEO laws, regulations, and requirements, and prohibitions against discrimination on the basis of disability,
 - ii) Specifics. The Recipient agrees to, and assures that each Third Party Participant will:
 - (1) Prohibited Discrimination. Ensure that applicants for employment are employed and employees are treated during employment without discrimination based on their race, color, religion, national origin, disability, age, sexual orientation, gender identity, or status as a parent, as provided in Executive Order No. 11246 and by any later Executive Order that amends or supersedes it, and as specified by U.S. Department of Labor regulations,
 - (2) Affirmative Action. Take affirmative action that includes, but is not limited to:
 - (a) Recruitment advertising, recruitment, and employment,
 - (b) Rates of pay and other forms of compensation,
 - (c) Selection for training, including apprenticeship, and upgrading, and
 - (d) Transfers, demotions, layoffs, and terminations, but
 - (3) Indian Tribe. Recognize that Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer," and
 - iii) Equal Employment Opportunity Requirements for Construction Activities. Comply, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), with:

- (1) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and
 - (2) Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note (30 Fed. Reg. 12319, 12935), as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note

- 5) Energy Conservation. The Recipient agrees to, and assures that its Subrecipients will, comply with the mandatory energy standards and policies of its state energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6321 et seq., and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance required under FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. part 622, subpart C.

- 6) Federal Changes. Applicability – All Contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000) Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the purchaser and FTA, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

- 7) Incorporation of Federal Transit Administration (FTA) Terms. All contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000). The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual provisions, as stated in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.

- 8) Right of the Federal Government to Terminate.
 - a) Justification. After providing written notice to the Recipient, the Recipient agrees that the Federal Government may suspend, suspend then terminate, or terminate all or any part of the federal assistance for the Award if: (1) The Recipient has failed to make reasonable progress implementing the Award, (2) The Federal Government determines that continuing to provide federal assistance to support the Award does not adequately serve the purposes of the law authorizing the Award, or (3) The Recipient has violated the terms of the Underlying Agreement, especially if that violation would endanger substantial performance of the Underlying Agreement.
 - b) Financial Implications. In general, termination of federal assistance for the Award will not invalidate obligations properly incurred before the termination date to the extent that those obligations cannot be canceled. The Federal Government may recover the federal assistance it has provided for the Award, including the federal assistance for obligations properly incurred before the termination date, if it determines that the Recipient has misused its federal assistance by failing to make adequate progress, failing to make appropriate use of the Project property, or failing to comply with the Underlying Agreement, and require the Recipient to refund the entire amount or a lesser amount, as the Federal Government may determine including obligations properly incurred before the termination date.
 - c) Expiration of the Period of Performance. Except for a Full Funding Grant Agreement, expiration of any period of performance established for the Award does not, by itself, constitute an expiration or termination of the Award; FTA may extend the period of performance to assure that each Formula Project or related activities and each Project or related activities funded with "no year" funds can receive FTA assistance to the extent FTA deems appropriate.

- 9) Solid Wastes (Recycled Products) – A Recipient that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Procurements in the amount of \$25,000.00 or more

- 10) Debarment and Suspension. The Recipient agrees to the following:
- a) It will comply with the following requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200.
 - b) It will not enter into any arrangement to participate in the development or implementation of the Underlying Agreement with any Third Party Participant that is debarred or suspended except as authorized by:
 - i) U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200,
 - ii) U.S. OMB regulatory guidance, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, including any amendments thereto,
 - iii) Executive Order No. 12549, "Debarment and Suspension of Participants in Federal Programs," February 18, 1986, 31 U.S.C. § 6101 note, as amended by Executive Order No. 12689, "Debarment and Suspension," August 16, 1989 31 U.S.C. § 6101 note, and
 - iv) Other applicable federal laws, regulations, requirements, or guidance regarding participation with debarred or suspended Recipients or Third Party Participants.
 - c) It will review the U.S. GSA "System for Award Management – Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs," if required by U.S. DOT regulations, 2 C.F.R. part 1200.
 - d) It will include, and require each Third Party Participant to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant:
 - i) Complies with federal debarment and suspension requirements, and
 - ii) Reviews the SAM at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200.
 - e) If the Recipient suspends, debars, or takes any similar action against a Third Party Participant or Individual, the Recipient will provide immediate written notice to the:
 - i) FTA Regional Counsel for the Region in which the Recipient is located or implements the Underlying Agreement,
 - ii) FTA Headquarters Manager that administers the Grant or Cooperative Agreement, or
 - iii) FTA Chief Counsel.

Procurements in the amount of \$100,000.00 or more

- 11) Lobbying Restrictions. The Recipient agrees that neither it nor any Third Party Participant will use federal assistance to influence any officer or employee of a federal agency, member of Congress or an employee of a member of Congress, or officer or employee of Congress on matters that involve the Underlying Agreement, including any extension or modification, according to the following:
- a) Laws, Regulations, Requirements, and Guidance. This includes:
 - i) The Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended, 16 FTA Master Agreement MA(24), 10-1-2017
 - ii) U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. part 20, to the extent consistent with 31 U.S.C. § 1352, as amended, and
 - iii) Other applicable federal laws, regulations, requirements, and guidance prohibiting the use of federal assistance for any activity concerning legislation or appropriations designed to influence the U.S. Congress or a state legislature, and
 - b) Exception. If permitted by applicable federal law, regulations, requirements, or guidance, such lobbying activities described above may be undertaken through the Recipient's or Subrecipient's proper official channels.
- 12) Clean Air Act (42 U.S.C. §§ 7401 – 7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 – 1388), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401 – 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 – 1388). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 13) Awards Not Involving Construction. The Recipient agrees to comply and assures that each Third Party Participant will comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, including Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3702, and

other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering 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.

Procurements in the amount of \$150,000.00 or more

- 14) Preference for United States Products and Services. Except as the Federal Government determines otherwise in writing, the Recipient agrees to comply with FTA's U.S. domestic preference requirements and follow federal guidance, including:
- a) Buy America. The domestic preference procurement requirements of 49 U.S.C. § 5323(j), and FTA regulations, "Buy America Requirements," 49 C.F.R. part 661, to the extent consistent with 49 U.S.C. § 5323(j),
 - b) Cargo Preference—Use of United States-Flag Vessels. The shipping requirements of 46 U.S.C. § 55305, and U.S. Maritime Administration regulations, "Cargo Preference – U.S.- Flag Vessels," 46 C.F.R. part 381, and
 - c) Fly America. The air transportation requirements of Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. § 40118, and U.S. General Services Administration (U.S. GSA) regulations, "Use of United States Flag Air Carriers," 41 C.F.R. §§ 301-10.131 – 301-10.143.
- 15) Disputes, Breaches, Defaults, or Other Litigation.
- a) FTA Interest. FTA has a vested interest in the settlement of any violation of federal law, regulation, or requirement, or any disagreement involving the Award, the accompanying Underlying Agreement, and any Amendments thereto including, but not limited to, a default, breach, major dispute, or litigation, and FTA reserves the right to concur in any settlement or compromise.
 - b) Notification to FTA. If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel, or FTA Regional Counsel for the Region in which the Recipient is located.
 - i) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
 - ii) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.
 - iii) If the Recipient has credible evidence that a Principal, Official, Employee, Agent, or Third Party Participant of the Recipient, or other person has submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct involving federal assistance, the Recipient must promptly notify the U.S. DOT Inspector General, in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located.
 - c) Federal Interest in Recovery. The Federal Government retains the right to a proportionate share of any proceeds recovered from any third party, based on the percentage of the federal share for the Underlying Agreement. Notwithstanding the preceding sentence, the Recipient may return all liquidated damages it receives to its Award Budget for its Underlying Agreement rather than return the federal share of those liquidated damages to the Federal Government, provided that the Recipient receives FTA's prior written concurrence.
 - d) Enforcement. The Recipient must pursue its legal rights and remedies available under any third party agreement or any federal, state, or local law or regulation.

NOTE – BEFORE SIGNING, PLEASE STRIKE THROUGH ANY CLAUSES NOT APPLICABLE TO CURRENT TRANSACTION.

For the Vendor Only:

Name of Vendor - (NAPA, Office Depot, Doctor Electric, etc.)	
Name of Sales Rep, Cashier, or Other Employee of Vendor Conducting the Sale -	
Signature of Employee -	
Date Signed -	

For Transit System Only:

Name of Transit System -	
Product Purchased -	
Total Purchase Price -	
P.O. # (if known) -	

Disadvantaged Business Enterprise (DBE)

49 CFR Part 26

Background and Applicability

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

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

A substantial change to the payment provisions in this newest version of Part 26 concerns retainage (see section 26.29). Grantee choices concerning retainage should be reflected in the language choices in clause subsection d.

The following clause language incorporates the payment terms and conditions applicable to all subcontractors based in Part 26 as well as those related only to DBE subcontractors. The suggested language allows for the options available to grantees concerning retainage, specific contract goals, and evaluation of DBE subcontracting participation when specific contract goals have been established.

Disadvantaged Business Enterprises

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *and 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 ___ %. A separate contract goal [of ___ % DBE participation has] [has not] been established for this procurement.
- b. 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 15%. The contractor will take active and aggressive efforts to assist the Department in meeting or exceeding its overall DBE participation. The directory of current DBE firms certified in the State of Georgia can be found at: <http://www.dot.ga.gov/PartnerSmart/Business/Pages/DBE.aspx>

(Page 2) Disadvantaged Business Enterprise (DBE)

- c. 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 deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- d. ***{If a separate contract goal has been established, use the following}*** 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 bid] [concurrent with and accompanying an initial proposal] [prior to award]**:
1. The names and addresses of DBE firms that will participate in this 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] [prior to contract award]** (see 49 CFR 26.53(3)).

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

- e. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the **Authorized Users of the State of Georgia**. In addition, **[the contractor may not hold retainage from its subcontractors.] [is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.] [is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the**

(Page 3) Disadvantaged Business Enterprise (DBE)

- f. **subcontractor's work by the {insert agency name} and contractor's receipt of the partial retainage payment related to the subcontractor's work.]**

- g. The contractor must promptly notify State of Georgia 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 State of Georgia.

Contractor agrees to comply with the requirements and procedures set forth in 49 CFR Part 26 Concerning Disadvantaged Business Enterprise (DBE).

Date: _____

Signature: _____

Printed Name: _____

Company Name: _____

Title: _____