

REQUEST FOR PROPOSAL
RFP# 17-08-1713JJ
August 18, 2017

PROPOSAL DUE DATE: August 31, 2017 at 5:00 P.M. (DST)

DESCRIPTION: Automated Fare Collection System (AFC) including automatic passenger counters

CONTACT PERSON: Florinda Lynch
Navajo Transit System
PO Drawer 1330
Window Rock, AZ 86515
Telephone Number: (928) 729-4108
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E-mail: flynch@navajotransit.com

RETURN ALL RESPONSES TO: MUST IDENTIFY BID NO. AND COMPANY NAME ON THE OUTSIDE OF THE SEALED BID PACKAGE / ENVELOPE (UPS OR FEDX)

DELIVER TO: THE NAVAJO NATION
Purchasing Services Department
Administration Building #1
2259 Tribal Hill Dr.
Window Rock, Arizona 86515
ATTN: Buyer Joanne James
BID # 17-08-1713JJ

MAIL TO: THE NAVAJO NATION
Purchasing Services Department
P.O. Box 9000
Window Rock, Arizona 86515
ATTN: Buyer Joanne James
BID # 17-08-1713JJ

PLEASE SUBMIT AN ORIGINAL AND TWO (2) COPIES OF THE PROPOSAL

**TABLE OF
CONTENTS**

SECTION 1 – GENERAL INFORMATION1
 1.1 Introduction/Purpose 1
 1.2 Background 1
 1.3 Action Dates. 2
 1.4 Questions regarding RFP 2
SECTION 2 – INSTRUCTION TO OFFERORS 3
 2.1 Submittal Deadline 3
 2.2 Conditions, Exceptions, Reservations or Understandings 3
 2.3 Proposal Response 3
 2.4 Proposal Content/Format 4
 2.5 Opening of Proposals 6
 2.6 Examination of the Request for Proposal 6
 2.7 Evaluation of Proposals..... 6
 2.8 Changes to this Solicitation. 6
 2.9 Protest Procedures..... 7
 2.10 Pre-Contractual Expenses..... 7
 2.11 Permits and Inspection Costs..... 7
 2.12 Taxes..... 7
SECTION 3 – REQUIREMENTS..... 8
 3.1 General Description/Specifications..... 8
 3.2 Substitutions – Brand Name or Equal..... 8
 3.3 Delivery. 8

EXHIBITS

- I – Scope of Work
- II– Proposal Evaluation Method and Criteria

ATTACHMENTS

- A) Federal Clauses and Certifications
- B) Navajo Nation Suspension and Debarment form
- C) Form W-9

SECTION 1 – GENERAL INFORMATION

This Request for Proposal (RFP) is posted on the Navajo Nation Office of the Controller's (NNOOC) website <http://www.nnooc.org/RFPs-Advertisements.html> for your convenience. Addenda and attachments, if issued, are also posted. It is the Offeror's responsibility to ensure that the entire RFP package, in its latest version, is reviewed prior to submittal of a proposal.

1.1 Introduction/Purpose.

Navajo Transit System (NTS) requests written proposals to replace its current manual method of collecting fare and issuing tickets/passes and implement an Automated Fare Collection System as well as Automated People Counters. NTS currently has none of its fleet installed with fare boxes and is completing validation of passes through manual inspection. NTS does not currently have automated people counters. The new system must be reliable, flexible, easy to use, supportable, secure, and compatible with other systems such as any implemented Automatic Passenger Counter (APC). Proposals are to include all labor, material, tools, staff training, equipment, and incidentals necessary to provide NTS with an Automated Fare Collection System as required in accordance with specifications stated herein.

This project is financed with Federal funds and requires compliance with applicable laws and regulations as specified in applicable Federal terms, conditions and provisions incorporated herein.

Whether this solicitation is an Invitation for Bids (IFB) or Request for Proposals (RFP), as well as in the resulting contract, we may interchangeably use the terms "bid," "offer" or "proposal" to mean your response to this solicitation. Also, we may interchangeably use the terms "offeror," "bidder" or "proposer" meaning you as the responder to this solicitation. In addition, the terms "successful offeror," "successful bidder," "successful proposer," "supplier," "vendor" and "contractor" have the same meaning as the party to which a contract is awarded.

1.2 Background.

NTS's operates under The Navajo Nation, a federally recognized tribe. NTS currently has 16 fixed bus routes utilizing 20 buses.

NTS's current method of collection is all manual by the Driver. This method is not secure and reliable. Manual issuance and validation of passes lacks the benefits of current technology available for automated validation that would be advantageous to NTS's operations and data collection. As a result, NTS is interested in automating the fare collection system. In tandem with this, NTS sees the opportunity to update its fare processes in order to take advantage of new equipment and adopt from the current state-of-practice in fare collection.

In general, the enhanced fare collection system envisioned for NTS includes, but is not limited to:

- New fare validation and collection system with associated probing/data transfer and potentially cash receiver equipment;
- New on-board fare validators/readers, integrated with the new fare boxes or as stand-beside units;
- New fare collection system central software;
- Acceptance of machine-readable fare media in the form of mag-stripes, smart cards, smart stickers and validated cash fare payment;
- Eliminating all existing paper fare media that requires manual validation;
- Fare media issuance and fare option sales/revaluing through operated attended fare sales infrastructure, selected third party attended outlets, and internet service as well as vending solutions at prime locations
- Enabling student cards (or other passenger smart cards, such as employee identification cards) as smart media through issuing a smart sticker to be adhered to the item, including the ability to provide custom printed smart cards and smart stickers to selected distributors and passengers using a printer/encoder; and
- Automatic Passenger Counter (APC) - either a “module” to proposed fare system which contains an APC or the ability to integrate with another on-board APC system.

1.3 Action Dates All times provided are to be considered Mountain Daylight Savings time.

Milestone	Date(s)
Issue RFP	Friday, August 18, 2017
Proposal Due Date	Thursday, August 31, 2017 – 5:00 pm

1.4 Questions regarding RFP.

All questions concerning the RFP may be directed to Florinda Lynch, Senior Accountant at flynch@navajotransit.com

Questions must reference the appropriate page and section number. NTS reserves the right to amend answers prior to the offeror’s submission deadline.

Respondents must notify NTS of any ambiguity, conflict, discrepancy, exclusionary specification, omission or other error in the RFP by the deadline for submitting questions and comments. If a respondent fails to notify NTS of these issues, it will submit an offer at its own risk, and if awarded a contract: (1) shall have waived any claim of error or ambiguity in the RFP or resulting contract, (2) shall not contest NTS interpretation of such provision(s), and (3) shall not be entitled to additional compensation, relief or time by reason of the ambiguity, error or its later correction.

SECTION 2 – INSTRUCTION TO OFFERORS

2.1 Submittal Deadline.

Completed proposals, including any applicable addendums, should be **sealed and clearly marked**: RFP 17-08-1713JJ, Automated Fare Collection System and must be delivered no later than **5:00 pm Mountain Daylight Savings time on Thursday, August 31, 2017** to:

DELIVER TO: THE NAVAJO NATION
Purchasing Services Department
Administration Building #1 2259 Tribal Hill Dr.
Window Rock, Arizona 86515
ATTN: Buyer Joanne James
BID # 17-08-1713JJ

MAIL TO: THE NAVAJO NATION
Purchasing Services Department
P.O. Box 9000
Window Rock, Arizona 86515
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BID # 17-08-1713JJ

The Offeror's company name and address shall appear in the upper left corner of the package.

2.2 Conditions, Exceptions, Reservations or Understandings.

Proposers are cautioned to limit exceptions, conditions and limitations to the provisions of this RFP, as they may be determined to be so fundamental as to cause rejection of the Proposal for not responding to the requirements of the RFP.

Any and all Deviations must be explicitly, fully and separately stated in the Proposal, setting forth at a minimum the specific reasons for each Deviation so that it can be fully considered and, if appropriate, evaluated by the Agency. All Deviations shall be evaluated in accordance with the appropriate evaluation criteria and procedures and may result in the Proposer receiving a less favorable evaluation than without the Deviation.

2.3 Proposal Response.

Offerors are allowed to submit more than one proposal with different methods of meeting the RFP requirements. When Offeror submits more than one proposal, one proposal shall be marked "Base Proposal" and the others shall be marked "Alternate Proposal 1", "Alternate Proposal 2", etc. Each base proposal and each alternate proposal shall be submitted in accordance with the terms and conditions of the RFP.

Offerors are responsible for making certain their proposals are received by NTS on or before the Proposal Submittal Deadline. The receiving time in NTS (address above)

will be the governing time for acceptability of proposals. No oral, telegraphic, electronic, facsimile, or telephone proposals or modifications will be considered.

Each proposal will be received with the understanding that acceptance by NTS of the bid to provide the goods and services described herein shall constitute a contract between the Offeror and NTS which shall bind the Offeror on its part to furnish and deliver at the prices given and in accordance with conditions of said accepted bid and specifications.

A proposal may be withdrawn by written request received from the Offeror prior to the time set for opening of bids/closing of proposals. The Offeror may not withdraw its bid for a period of 90 calendar days after the date set for the opening of bids/closing of proposals. If award is delayed in whole or part beyond that period, such award shall be conditioned on the Offeror's acceptance.

2.4 Proposal Content/Format.

To be considered responsive, proposals should address all items identified in this section.

Furthermore, proposals should be prepared in such a way as to provide a straightforward and concise discussion of the offeror's ability to provide the services that can best satisfy the requirements herein and the needs of NTS. Elaborate or unnecessarily lengthy documents are discouraged.

Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements and on completeness and clarity of content. In order to facilitate evaluation and comparison, proposals should be submitted in the format described in this section. Format instructions must be adhered to; all requirements and requests for information in the proposal must be responded to; all requested data must be supplied. Failure to comply with this requirement may be cause for rejection.

Assemble your proposal in the following order. Present your proposal response in the order that the items are listed, identifying each response by the number. To conserve resources we ask that proposals be duplexed when possible.

Please submit one (1) original, marked "MASTER," and two (2) identical copies of the proposal, for a total of three (3) to NTS. In case of any discrepancies, the original will be considered by NTS in evaluating the Proposal. Envelopes containing the original, copies should be marked in accordance with the direction found elsewhere in these instructions.

If discrepancies are found between the copies, or between the original and copy or copies, the original "MASTER" will provide the basis for resolving such discrepancies. If one document is not clearly marked "MASTER" NTS reserves the right to use the original as the Master. If no document can be identified as an original, bearing original signatures, proposal may be rejected at the discretion of NTS.

Answer on standard 8.5" X 11" pages. Proposals should include the following and be

submitted in the order presented:

- a. **Cover Letter.** Indicate the submitter's interest in entering into a contract with NTS for the "Scope of Work" described herein. Address any concerns or indicate lack of concerns you have with the requirements and, as addressed below, any General Provisions and Other Provisions that would be included in a contract. Include a certification that states you agree to exert your "best efforts" in fulfilling your responsibilities under a contract to support NTS with the scope of work described above and a statement certifying by signature that all the information within your proposal is "true and correct to the best of your knowledge and belief".
- b. **General Background.** Include the date your firm went into business, its growth pattern, types of services provided, number of personnel employed, and number of personnel specializing in the type of labor required for services of the type described under Section III "Requirements" below. Identify organization affiliations and licenses held which pertain to the work specified in support of NTS.
- c. **Client References.** Provide a list of transit agencies, preferably similar size agencies that currently own and operate your equipment. Provide at least three agencies. Include name, address, and phone number of transit agency and date of purchase/install. On-board visits may occur in order to evaluate and gather information pertaining to real-time use of the equipment proposed. Include name and phone number of individual able to discuss performance and reputation of the equipment.
- e. **Scope Explanation.** Provide a detailed explanation and description of how proposer will accomplish each task specified in Exhibit I- Scope of Work. Formatting of all information and documentation is left to the discretion of the Offeror. However, proposals should fully address each task and include the following issues:
 1. Executive Summary
 2. System Overview
 3. Hardware Description
 4. Software Description
 5. Implementation and Training
 6. System Maintenance and Support
 7. Management Reports
- f. **Contract.** Award is contingent upon the successful negotiation of final contract terms. Offerors shall review all terms and condition herein. Any comments/exceptions to these terms and conditions must be included in your proposal. Precise substitute wording must be offered in place of the paragraph objected to. It is not sufficient to state merely that an exception is noted to a particular paragraph. Deviations considered excessive by NAIPTA may reduce or eliminate an Offeror.
- g. **Compensation/Pricing.** The proposal should contain all pricing information

relative to system pricing and/or performance of the services as described in this request for proposal. Please prepare separate cost sheet for Goods/Materials and Services. All cost associated with Goods (including but not limited to AFC consoles, readers, validator, fareboxes, computer, servers, etc) and Services (including but not limited to installations costs, labor, programming, training, etc.) Due to time constraints, NTS may process separate Purchase Orders for Goods/Materials and Services. **All costs must be detailed.** No additional charges (e.g., for transportation, out-of-pocket expenses, etc.) will be allowed unless so specified herein.

2.5 Opening of Proposals.

Proposals will be opened publicly and only name and address of companies submitting proposals will be read. Proposals (excluding proprietary information) and pricing will be made public and may be inspected at the time of award.

2.6 Examination of the Request for Proposal.

Offerors should carefully examine the entire RFP, any addenda thereto, and all related materials and data referenced herein or otherwise available to Offeror.

Offeror shall be presumed to be familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument or document shall in no way relieve Offerors from any obligation with respect to this proposal.

2.7 Evaluation of Proposals.

Proposals will be evaluated on the offeror's technical ability and cost. The contract will be awarded to the responsive, responsible offeror with the best value offer, price and other factors considered. "Other factors" include, but may not be limited to, an offeror's technical capability and verifiable level of responsibility to carry out the required project. NTS will be the sole judge as to the definition and interpretation of the terms "responsible," "responsive" and "best value."

2.8 Changes to this Solicitation.

Any interpretation or correction of this solicitation including its descriptions and specifications will only be made by written addenda. Any addenda issued during the time of bidding shall be considered in the bid and be made part of the contract. Receipt of such addenda, if any, shall be acknowledged by the Offeror in the space provided on the Proposal Form.

2.9 Protest Procedures.

All protests must be in writing, stating the name and address of protestor, a contact person, Contract number and title. Protests shall specify in detail the grounds of the protest and the facts supporting the protest.

a. Address. All protests must be addressed as follows:

Navajo Transit System
Attn: Department Manager
PO Drawer 1330
Window Rock, AZ 86515

Protests not properly addressed to the address shown above may not be considered by the Agency.

2.10 Pre-Contractual Expenses.

Expenses incurred by the Offeror to prepare a proposal, submit it, conduct negotiations and other expenses incurred in proposal preparation are the Offeror's liability and shall not be included as part of the proposal.

2.11 Reservation of Rights.

NTS reserves the following rights if using them will be more advantageous to NTS:

- a. Accept or reject any and all bids, or any item or part thereof.
- b. Waive any informalities or irregularities in bids.
- c. Withdraw this IFB/RFP at any time without prior notice.
- d. Not award a contract to any offeror responding to this IFB/RFP.

2.12 Taxes.

Tribal sales tax of 5% is applicable to goods, material and services.

SECTION 3 – REQUIREMENTS

3.1 General Description/Specifications.

This is a procurement for an Automated Fare Collection System for **Navajo Transit System (NTS)** located at Navajo Route N54 Lot#2 Fort Defiance, AZ 86504. Proposals are to include all labor, materials, tools, equipment and incidentals necessary to implement an Automated Fare Collection System including Automatic Passenger Counters on behalf of this Agency, in accordance with Exhibit I-Scope of Work, attached.

3.2 Substitutions – Brand Name or Equal.

Manufacturer's name, trade names, model or catalog numbers used in these specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Proposals will be considered for any item; such bids shall state brand name and numbers and include detailed specifications and attached to proposal.

Acceptance of a substitute is entirely at the discretion of NTS and subject to the following qualifications:

1. Equal in quality of materials used, in structural strength and in details of construction.
2. Equal in productive and mechanical performance.
3. Equal in finish, or in characteristics permitting specified finish to be applied.
4. Availability of replacement parts and maintenance service.

3.3 Delivery.

Time is of the essence for this project. The Contractor shall be ready to begin services after award of contract/Purchase Order or notice to proceed. The Contractor shall give NTS not less than 48 hours advance notice of the start of any work.

EXHIBIT I

SCOPE OF WORK

Introduction

The following technical requirements have been developed as a minimum standard for the purpose of procuring an Automated Fare Collection System (AFC) for NAVAJO TRANSIT SYSTEM. The function of these specifications is to invite proposers to participate in the "Request for Proposals" solicited by NAVAJO TRANSIT SYSTEM. It will be at the discretion of NAVAJO TRANSIT SYSTEM to decide, after bids are submitted, whether all or selected items will be awarded.

SOW 1.1 General

- a) It is the function and intent of this Scope of Work to describe the minimum technical requirements for an Automated Fare Collection System (AFC) to be used by NAVAJO TRANSIT SYSTEM.
- b) Once awarded, NAVAJO TRANSIT SYSTEM will issue a separate contract for those items necessary to create the system needed for their organization.
- c) All items not specifically mentioned which are required for a complete unit shall be included in the proposed unit price. Proposers must include pricing for all components of the system.
- d) Any equipment to be furnished must be new and in current production. All products shall conform in design, strength, quality of material and workmanship to current industry standards.

SOW 1.2 Installation and Maintenance

Currently, there are no existing fare collection system on buses so there should be no costs included in this proposal for removal of existing fare collection system.

Installation cost of the new Automated Fare Collection System (AFC), shall be included in this proposal.

SOW 1.3 Purpose of the Procurement

NAVAJO TRANSIT SYSTEM is seeking to procure an Automated Fare Collection System (AFC) for its public transportation system. NAVAJO TRANSIT SYSTEM is now accepting proposals from respondents for consideration and selection of a Contractor or Vendor to furnish, install, test, and deliver into service the AFC system described in this bid.

The objectives of the AFC system are to provide a state-of-the-art, open access, user-friendly, fare collection system that can accept currency, convenience passes, magnetic stripe cards, and smart cards. The AFC system shall maximize:

- Ease of use for riders.
- Ease of operation for drivers.
- Ease of maintenance for support staff.
- Reliability of system performance.
- Accuracy and Security of information.
- Cost effectiveness of operations.
- Extended Service life of the system.

The AFC shall address all phases of fare collection, validation, and processing. This includes, but is not limited to:

- Cash and other fare media acceptance.
- Recording each transaction associated with the time and location of the fare accepted.
- Accurate compilation of transactional records to permit a complete audit of revenues collected and analysis of passenger boarding statistics.
- Easy maintenance of all hardware and software components of the AFC/APC solution.

Proposers are encouraged to submit proposals for a configuration that meets the above listed requirements of the implemented solution.

SOW 1.4 Background of Existing Fare Collection Equipment

NAVAJO TRANSIT SYSTEM's fleet consists of 17 fixed route vehicles. The fleet does not have any drop box collection method and uses only a manual (visual) issuance and validation of passes. This current method of fare collection is outdated and is incapable of collecting modern fare media being used today in public transit.

SOW 1.5 Characteristics of New Automatic Fare Collection System

The services sought at this time are for those of an Automated Fare Collection system which will conform to the procedures for processing fare transactions and collecting data. In addition, all proposed products and support or maintenance services must conform to all applicable State and Federal statutes and regulations. The selected Contractor will:

- 1) Furnish an AFC system on all fixed route buses for collection of fares, validation of fare tickets, recording payment information, and collecting other pertinent passenger data.
- 2) Furnish an AFC system that includes any appropriate and necessary central back office system consisting of computers, servers or software.
- 3) Provide sufficient training, maintenance, spares, test-bench equipment, and customer support for the AFC system.
- 4) Provide a system that produces user-defined periodic reports relative to the number of transactions and periodic financial reports related to operations.
- 5) Provide an AFC system that can be cost-effectively extended and integrated with Ticket Vending Machines for issuance of electronic and stored-value fare media such as magnetic

stripe and smart cards.
6) Provide two (2) year warranty.

SOW 1.6 Ridership

The new Automated Fare Collection system must be capable of collecting the following rider and fare information through an approved reporting system.

- Number of riders boarding transit vehicles on each route.
- Location where the fare was collected.
- Payment method used (e.g. cash, pass, magnetic stripe card, smart card).
- Fare type/category of collected fares (e.g., Adult, Student, Senior, Disabled).
- Time, Date and Transaction.

SOW 1.7 Fare Types

The AFC system must at minimum support fare payment by the following methods:

- Period Passes (daily, 10-Day, and monthly)
- Magnetic Stripe Card
- Smart Card

A determination will be made at time of award as to which fare media will be activated.

The AFC system does not need to accomplish validation of cash and coin if it is determined that a stand-beside unit is the best solution for NAVAJO TRANSIT SYSTEM. If a validating farebox solution is approved, the solution shall be able to recognize U.S. currency and differentiate between \$1, \$5, \$10 and \$20 dollar bills. All other foreign currency and/or foreign objects shall be rejected by the AFC box.

SOW 1.8 Procurement Quantities

Table below defines the approximate quantities for this procurement. Actual quantities negotiated will depend on availability of funding. The Contractor shall provide sufficient spare fare boxes, modules, and parts to operate the AFC system at not less than 99% availability at any time for the first two (2) years of operation.

AFC System Component	
In service units	17
Spares	5

SOW 1.9 Option Quantities

Subject to availability of funds, NAVAJO TRANSIT SYSTEM will have the option to purchase an additional quantity of fare boxes up to 100% of each of their base award quantity. NAVAJO TRANSIT SYSTEM may elect to exercise the option for additional fare boxes up to four (4) years from the date of award of the contract to the successful Contractor for the initial fare collection equipment.

Submitted proposals shall include separate pricing, per unit, for the optional additional fare collection equipment.

Delivery of equipment purchased under the option shall be completed within a number of days determined by negotiation at the time of the option contract award.

All items delivered under this option shall be identical in every way to those purchased by the initial contract award. All conditions, technical specifications and requirements defined in the contract documents shall apply to the equipment provided under the option, as though purchased by the initial award of the contract.

Automated Fare Collection System

SOW 2.1 Automated Fare Collection System Requirements

NAVAJO TRANSIT SYSTEM seeks a new AFC system that is modular and flexible to adapt to and accept any commonly used fare media, such as paper-based or limited-use ticket, magnetic stripe card, or smart card, over the service life of the system.

The AFC system shall be capable of meeting all current NAVAJO TRANSIT SYSTEM operational requirements -- number of bills handled, transactions, etc. -- as well as scaling to meet all future operational requirements over the expected service life of the system. The AFC system must have a useful service life of twelve (12) years.

SOW 2.2 Ease of Use

A guiding principle for the AFC system is ease of use and access for drivers, riders, maintenance, and administrative support personnel. The design of all displays, buttons, touch-screens, and other human-computer interface elements will play an important role in selecting the best value system for NAVAJO TRANSIT SYSTEM.

One of the most immediate needs identified by NAVAJO TRANSIT SYSTEM is that of easy-to-use and consistent reliability of the day pass system.

- It is also desirable that the day pass system reduce hand contact between drivers and the public.
- Day Pass status (indication of a valid or invalid pass) should be provided by simple and unambiguous communications from the AFC system to both driver and rider.
- It is preferable to implement a day pass system that reads, validates, and returns the pass to the rider with accurate and visually verifiable day pass status/validity clearly printed in a tamper-proof manner.
- Day Passes utilizing machine-readable code – whether magnetic, smart card, or otherwise – must also provide human readable verification of the validity of day passes in order to allow both rider and driver to visually verify the status and override any errant or malfunctioning AFC component.

SOW 2.3 Cash Acceptance (optional)

AFC cash vaults shall hold a minimum of 750 coins and 500 bills.

The bill validator shall accept \$1, \$5, \$10, and \$20 bills into the bus fare collection pedestal. The fare box shall be capable of recognizing all U.S. legal tender.

The fare box shall automatically identify and count all U.S. coin & currency in general circulation.

The cash and currency handling mechanisms shall be capable of accepting and accurately counting “street quality” coins and bills. The fare box shall be resistant to jams or malfunctions created by coins, bills, or foreign objects.

SOW 2.4 Validating Fare box (optional)

The fare box shall be capable of accepting bills of “street quality” inserted flat and unfolded. The validating fare box shall accept, correctly identify and total valid U. S. bills while rejecting and returning to the passenger torn, mutilated, wet, partial, and counterfeit or foreign bills.

SOW 2.5 Smart Cards

Proposers shall describe, in detail, the Contactless and Limited-Use smart card processing capabilities of the proposed AFC system.

Contactless and Limited-Use smart card reader may be incorporated within the farebox or can be a stand-beside unit.

SOW 2.6 Self-Service Ticket Vending Units

Proposers shall indicate whether or not they may provide Self-Service Ticket Vending Units. If yes, proposers shall provide detailed specifications of unit (including power and telecommunications requirements) and pricing with submission of offer.

SOW 2.7 Other Systems Compatibility

The proposal shall address compatibility and/or ability to communicate/integrate with other existing systems such as but not limited to Automatic Passenger Counter (APC).

SOW 2.9 System Options

The proposal should list, in detail, options that are not considered “standard” but available (i.e. Automatic Passenger Count (APC)).

SOW 2.10 Driver Override

Drivers will retain final decision making authority over what constitutes an authorized fare or day pass. Thermal printed or equivalent human-readable materials are required to support this operational policy.

If applicable: The fare box shall be capable of allowing the operator to bypass bill validation and shall permit acceptance of a worn or mutilated bill that cannot be electronically validated by the fare box that the operator, upon visual inspection, determines to be valid. The fare box shall log the number of driver overrides for later reporting, analysis, and oversight.

SOW 2.11 Driver Work Environment

The new AFC should reduce the driver's existing workload responsibilities and become a labor-saving resource; not a technology that imposes additional demands upon already scarce attention, as drivers are already responsible for interfacing with the public, and safely navigating the roadways.

The new AFC equipment must use the available space efficiently; provide ergonomically supportive displays and interfaces.

The driver display and control unit must be well lit, glare-free, and easy to use. Adjustable brightness and contrast are desirable features. It is preferred that the driver display and control unit be mounted in a manner that allows for adjustments as needed for driver reach and comfort.

The rider display must be well-lit, glare-free, and fare collection interface(s) must be easy to understand and use.

The AFC system shall provide visual and audio features to serve the abilities and needs of all NAVAJO TRANSIT SYSTEM riders. The system shall be capable of sounding audible alerts of differing tones or automated voice to indicate:

- Acceptance of Fare
- Rejection of Fare
- Successful Logon/Logoff
- Successful data extraction (probe)

If the proposed system has automated voice capabilities, it would be desirable to have the annunciations in both English and Navajo to accommodate NAVAJO TRANSIT SYSTEM's diverse riders.

SOW 2.12 Back End System

The new AFC system may be offered as a hosted back end solution or an on-site back end system.

The back end system shall include any appropriate and necessary central back office servers

and software.

The Back End System shall meet the following requirements:

- A. The Back End System must support data reporting, auditing, and server capacity planning.
- B. All servers and associated equipment (e.g., workstations) shall be comprised of the latest Commercial Off-The-Shelf (COTS) technology, utilizing the most suitable hardware and software to meet or exceed the requirements of this Scope of Work.
- C. Servers shall be stand-alone, rack-mountable servers running on an industry standard platform.
- D. Servers shall run an industry standard operating system.
- E. Server applications shall be programmed in industry standard high-order languages.
- F. Server shall use an industry standard database.
- G. Servers shall be configured to support a network connection of at least 1-Gigabit per second.
- H. Servers shall employ data backup and redundancy functionality to meet the following minimum requirements:
 - Data backup shall be performed daily via NAVAJO TRANSIT SYSTEM's existing backup system;
 - Full server restoration must be achievable in 4 hours or less;
 - System redundancy.
 - All hard drives utilized by each server shall be hot swappable.
- I. Total usable disk space shall support one (1) year of online transactional data and one (1) year summary data and be of sufficient size to hold the operating system, databases, application software, and all other applicable data on the Back-End System. Drive space shall be easily expandable to support future growth and be implemented with a spare capacity of 100%.
- J. All Back End system components shall be stand-alone, compatible with current NAVAJO TRANSIT SYSTEM equipment, including the console, keyboard, and accessories.
- K. All data shall be protected from loss, unauthorized modification, and/or disclosure while maintained on the Back End System.
- L. Access to servers shall be password protected. Every attempt to access the servers shall be logged and reported.
- M. The Back End System shall employ data reporting capabilities that allow NAVAJO TRANSIT SYSTEM to access, filter and create reports from data received from the new AFC equipment. The reporting tool shall allow both standard/canned and ad-hoc reports to be created. Standard reports shall include:
 1. Ridership and Sales/Financial Reports
 - Number and denomination of coins accepted by each Fare box (if applicable)
 - Number and denomination of bills accepted by each Fare box (if applicable)
 - Number of cash fare customers if existing drop box is maintained
 - Denomination name and other pertinent data of Magnetic Stripe Cards, Smart Cards and Passes
 - Ridership categories processed by each fare box
 - Partial payments accepted by vehicle operator

2. Employee Performance and Equipment/System Reliability Reports

-
- Login report by fare box number and date/time
 - Fare box service history
 - Fare box life cycle history
- N. All software including but not limited to, operating systems, reporting tools, development tools, database management systems, and ancillary off-the-shelf applications shall consist of the latest and most appropriate products and versions as approved by NAVAJO TRANSIT SYSTEM personnel. All purchased or delivered software will be the most current version and will be upgraded, patched or have the most current manufacturer's service packs applied at time of installation.
- O. Any system processing credit card transactions shall meet or exceed the Payment Card Industry Data Security Standards (PCI DSS).

SOW 2.13 Comprehensive Fare Box Accounting, Reporting and Auditing

The software shall provide NAVAJO TRANSIT SYSTEM with the capability to query the database to produce a series of standard and custom information reports for accounting, reporting, and auditing of cash and card transactions, fare management information and ridership reporting.

SOW 2.14 Cash Handling Security and Auditing (optional)

The fare receiving and processing unit shall conduct cash vault receiving, fare box data retrieval, fare box programming, and cash processing functions. Cash vault receivers shall securely empty cash vaults removed from buses and deposit the cash in NAVAJO TRANSIT SYSTEM's administration vault. In addition to recording cash amounts, the receiver device shall record bus identification as well as date/time cash vault was emptied. The AFC shall be designed such that each receiver shall be able to process one cash vault every two minutes.

SOW 2.15 Statistical Reporting and Analysis

Fare transaction records shall include the following minimum information:

- Day/date/time/location of payment
- Number and denomination of coins accepted (if applicable)
- Number and denomination of bills accepted (if applicable)
- Number of cash fare customers if existing drop box is maintained
- Denomination and other pertinent data of Magnetic Stripe Cards, Smart Cards and passes
- Ridership categories
- Partial payments accepted by vehicle operator

The fare box will securely and accurately record all transactional information, including sales data, operational errors, and exception conditions, ridership information and operator commands.

SOW 2.16 Data Transfer

Data transfer shall be either wireless or accomplished through a manual probing device.

Security of all wireless or probed data transfer links is mandatory.

AFC system data transfers shall take place at the end of each service run in a batch mode process. The data transfer probing process should maximize convenience and reliability while minimizing labor and time required for accomplishing this key task.

Upon return to the agency garage, data transfer process shall be secure and involve as little intervention as possible on the part of maintenance or revenue personnel. Probing units shall have the capability of uploading fare box configuration data supporting fare box functionality.

Probing devices shall be capable of storing all information from every fare box with full transactional database records. Data shall be held in a solid state, RAM memory. Probing device shall function properly under the operating conditions typical of transit operations.

Average time to probe for download and upload shall not exceed 60 seconds for any given vehicle.

SOW 2.17 Training Requirements

The successful Contractor shall supply training to designated NAVAJO TRANSIT SYSTEM personnel who will be responsible for operating the AFC equipment and training additional users in the proper operations and maintenance of the AFC equipment. Said training shall be conducted at the designated NAVAJO TRANSIT SYSTEM facilities to include on-the-job training using operational equipment.

SOW 2.18 Training Program Plan

The Training Program shall consist of separate courses as described in the Training Program Plan, below. The training program will include separate courses for AFC installation, operation, maintenance, back office and reporting, and server access including procedures for accessing data and reports generated by the AFC system. The training program shall not be limited to the courses listed if additional courses are required to achieve the program objectives.

- The Contractor shall provide a program to train all personnel that interact with the system in all details of the fare collection system.
- This program shall include adequate documentation and training aides as needed.

SOW 2.19 Training Deliverables

Training deliverables shall consist of the following:

- Training Program Plan
- Training Schedule
- Training Material
- Training Feedback Report

SOW 2.20 Training Material

The Contractor shall furnish NAVAJO TRANSIT SYSTEM with Operation and Maintenance Manuals in accordance with this section. Manuals shall cover all aspects of

the furnished equipment. Each manual shall contain a complete description of the equipment including theory of operation, service and maintenance documentation, such that NAVAJO TRANSIT SYSTEM skilled maintenance staff may conduct field and shop repairs with minimal reliance upon factory maintenance technicians.

SOW 2.21 Training Schedule

All submittals shall include a training schedule for maintenance, operation, and training of finance personnel. The schedule shall include the training curriculum, material and estimated training time per department.

Warranty, Maintenance and Spare Parts

SOW 3.1 Warranty

The warranty for the AFC system, including fare collection boxes, spares, test-bench equipment, and any related equipment subsequently acquired as a direct result of this procurement shall be warranted for a period of two (2) years in regular service.

SOW 3.2 Maintenance Requirements

NAVAJO TRANSIT SYSTEM maintenance program anticipates a minimum of 95% of AFC system repairs will be made by in house maintenance staff.

NAVAJO TRANSIT SYSTEM strongly prefers to achieve the cost reductions associated with in-house repairs of coin boxes, fare box components, cash boxes, batteries, LED's, etc. Any commonly replaceable or repairable component should be readily repairable, in-house, with sufficient spares maintained to enable NAVAJO TRANSIT SYSTEM to reach its maintenance goals.

NAVAJO TRANSIT SYSTEM maintenance department also requires timely transparency into repair processes at the component level, including thermal printers, computerized components, software, etc., so that organizational knowledge and expertise may be rapidly established and maintained over the entire service life of the AFC system.

Proposed AFC systems will also be assessed with respect to remote and field diagnostic capabilities. The more information that maintenance can gather, with advance notice about potential problems, the more effective maintenance can be in keeping the buses running on schedule.

SOW 3.3 Self Diagnostics

Self-diagnostics shall be employed to the maximum extent possible to assure the highest possible availability. Self diagnostic programs shall be provided for the AFC units to assure such items as communications link up and the battery charged. If problems are identified by the self diagnostics, it is highly desirable that the AFC shall automatically alert the user of the problems without immediately interrupting or preventing operations.

Coin boxes, fare box components, cash boxes, batteries, LED's, etc., and similar commonly replaceable or repairable components should be readily repairable, in-house.

NAVAJO TRANSIT SYSTEM requires better visibility into fare box in-service operations, in order to accurately determine whether a given fare box is operating correctly, and in order to better understand root causes for various maintenance problems.

A self-diagnosing fare box is preferable. For the purposes of this procurement, self-diagnosing means the ability of the system to report errors and alert users of the AFC system in a manner that allows NAVAJO TRANSIT SYSTEM personnel to make early, accurate, and informed decisions as to the serviceability of any fare box. It is highly desirable for a state-of-the-art system to predict or anticipate AFC failures and refer to maintenance prior to loss of service, if available.

An AFC system that enables the operator to defer service or repair of a malfunctioning fare box to at least the end of the scheduled route is also desirable. Deferred servicing means that buses can keep running and reliably collecting fares until it is convenient for maintenance to schedule diagnosis, replacement or repair of a fare box.

All fare boxes shall operate off of the DC current available on vehicles.

SOW 3.4 Test Bench

Appropriate test bench equipment shall be provided in order to maximize effectiveness and efficiency of the maintenance program. The test bench equipment shall be sufficient to conduct comprehensive in-house testing, service validation, and repair over the entire service life of the AFC equipment.

Contractor shall supply any specialized test equipment or tools that may be required to properly maintain or repair the AFC system. Both portable test equipment and shop test equipment shall be provided. By means of this test equipment, verifying the proper operation of all sub-system components shall be possible with a level of accuracy and completeness identical to the criteria used during manufacturing and acceptance tests.

Contractor shall provide maintenance test stands to allow testing of all fare box components, including complete fare box wiring harnesses, plug in receptacles for all modules, including the coin mechanism, bill transport, Magnetic Card Reader and Smart Card reader (if provided) as well as all circuit boards, lights and diagnostics.

Contractor shall provide test bench containing all provisions necessary to communicate with the back-end computer and simulate the AFC installed in the field and shall be used to troubleshoot integral machine faults in a controlled environment and to test AFC modifications prior to full implementation of such modifications.

SOW 3.5 Spare Parts

The AFC system provider shall include sufficient spare system units and replaceable components to ensure 99% availability of automated fare collection. Additionally, the Contractor shall disclose component-level service life expectancies for spare-parts planning and budgeting requirements.

To the extent possible, replacement parts shall be modular, so that NAVAJO TRANSIT

SYSTEM supervisors may conduct low-level field repairs or various component swap-outs, in the field.

Initial stock of spare modules and parts should be new and manufactured to the specifications of the original parts in the delivered fare boxes. Contractor shall supply, within sixty (60) days after "Notice to Proceed" or NAVAJO TRANSIT SYSTEM Purchase Order, a complete parts and modules list, together with prices, part numbers, and descriptions for all modules.

A comprehensive list of AFC consumables, including prices, shall be provided to NAVAJO TRANSIT SYSTEM. If the AFC system proves less reliable than represented during this procurement and if the need for spare components exceeds the Contractor's projections, then the Contractor shall supply such unanticipated parts at no additional cost to NAVAJO TRANSIT SYSTEM.

Implementation

SOW 4.1 Vehicle Installation and Acceptance

The successful Contractor shall supply all of the labor, supervision and materials required for the proper installation of the automated fare collection system.

All installation shall be performed at NAVAJO TRANSIT SYSTEM facilities. The Contractor shall assist NAVAJO TRANSIT SYSTEM in identifying the optimum position for the solution and its components, taking into consideration:

- Ease of passenger movement/access
- Operator ergonomics
- Compliance with the requirements of the ADA

Existing bolt holes, harnesses, brackets, and fixtures shall be used when possible.

Where new installation exposes old bolt holes or other damage, the Contractor shall provide necessary repairs to restore all surfaces to an acceptable condition.

All on-bus installations shall be completed during non-peak hours.

SOW 4.2 Fixed Facility Installation and Acceptance

The Contractor shall install garage and back-end data collection equipment and reporting components including any network interfaces, computers, conduit, and wiring at least two weeks in advance of bus installations.

The Contractor shall use existing AC electrical power on properties where installation occurs. If it is determined that existing power arrangements are unsatisfactory, the successful Contractor will be responsible for providing the proper electrical service in accordance with all state and local regulations. Required alterations to AC electrical systems on garage facilities will be at the Contractor's expense. All such alterations shall be subject to NAVAJO TRANSIT SYSTEM approval, prior to commencement of work on any alterations.

The Contractor shall install, if required, revenue collection and transfer equipment.

The Contractor shall be responsible for any electrical infrastructure required to conduct the installation work, including wireless data transfer. Any outside cable and power supply cabling is to be installed in underground conduit (existing conduit may be used if available). Plans for such work must be approved by NAVAJO TRANSIT SYSTEM and meet all requirements of applicable state and local building codes.

Prior to preliminary design, the Contractor shall inspect all sites where the AFC equipment is to be installed and determine if the existing conduits and related facilities can be utilized.

SOW 4.3 Installation Schedule

All proposals shall include an installation schedule that includes production, delivery, installation and an estimated project completion date.

EXHIBIT II

PROPOSAL EVALUATION METHOD AND CRITERIA

EVALUATION METHOD

An evaluation committee consisting of NAVAJO TRANSIT SYSTEM staff will review submissions based on the criteria outlined below. NAVAJO TRANSIT SYSTEM plans to review submissions and may call references and conduct interviews with selected submitters it determines can best meet the project requirements.

EVALUATION CRITERIA

The selection of the successful Offeror will be based on the following criteria:

1	Technological Solution	30%
	<ul style="list-style-type: none">• Ability to understand and meet each Agency's requirement.• Resolving design, interface and ease of use requirements, security features of the system, technical understanding and ability to timely complete the project.	
2	Technical Qualifications and Experience	25%
	<ul style="list-style-type: none">• Experience in performing work similar in nature and/or related to the work described in Scope of Work- Exhibit I of this Request for Proposal; experience working with transit agencies, strength and financial stability of the firm; appropriateness of personnel to their assigned work tasks; logic of project organization; adequacy of labor commitment.• Demonstrated competence and follow-up after installation as evidenced by supporting references.	
3	Record of Past Performance	15%
	<ul style="list-style-type: none">• Proven track record of completed work.• Satisfaction of key references.	
4	Qualifications and Experience of Key Personnel	15%
	<ul style="list-style-type: none">• Qualifications and previous experience of personnel; key personnel's level of involvement in performing related work cited in "Key Personnel" Section 2.4c of this RFP) and ability to meet NAVAJO TRANSIT SYSTEM's needs in terms of performance and scheduling.	
5	Cost	15%
	<ul style="list-style-type: none">• Competitive and reasonable• Detailed price of system, including installation and maintenance	

Federal Clauses

Fly America Requirements

Applicability – all contracts involving transportation of persons or property, by air between the U.S. and/or places outside the U.S. These requirements do not apply to micro-purchases (\$3,500 or less, except for construction contracts over \$2,000).

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

Buy America Certification (Steel and Manufactured Products)

Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than \$150,000)

Contractor shall comply with 49 USC 5323(j) and 49 CFR 661, as amended by MAP-21 stating that Federal funds may not be obligated unless 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 CFR 661.7, and include software, microcomputer equipment and small purchases (currently less than \$150,000) made with capital, operating or planning funds. A bidder or offeror shall submit appropriate Buy America certification to the recipient with all bids on FTA-funded contracts, except those subject to a general waiver. Proposals not accompanied by a completed Buy America certification shall be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Cargo Preference

Contracts involving equipment, materials or commodities which may be transported by ocean vessels. These requirements do not apply to micro-purchases (\$3,500 or less, except for construction contracts over \$2,000). Contractor shall: a. use privately owned US-Flag commercial vessels to ship at least 50% 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 US flag commercial vessels; b. furnish within 20 working days following the loading date of shipments originating within the US or within 30 working days following the loading date of shipments originating outside the US, a legible copy of a rated, "on-board" commercial bill-of-lading in English for each shipment of cargo described herein to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the recipient (through contractor in the case of a subcontractor's bill-of-lading.); c. include these requirements in all subcontracts issued pursuant to this contract when the subcontract involves the transport of equipment, material or commodities by ocean vessel.

Energy Conservation

All Contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

Clean Water

Applicability – All Contracts and Subcontracts over \$150,000. Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

Lobbying

Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts over \$150,000

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$150,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

Access to Records and Reports

Applicability – As shown below. These requirements do not apply to micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

The following access to records requirements apply to this Contract:

1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.
2. Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$150,000.
3. Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where a purchaser which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of 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 contractor agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11).

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

Federal Changes

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.

Clean Air

Applicability – All contracts over \$150,000.

- 1) Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.
- 2) Contractor shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with FTA assistance.

Recycled Products

All contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the current or previous fiscal year using Federal funds. The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

No Government Obligation to Third Parties

Applicability – All contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

- (1) The recipient and contractor acknowledge and agree that, notwithstanding any concurrence by the US Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the US Government, the US Government is not a party to this contract and shall not be subject to any obligations or liabilities to the recipient, the contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- (2) Contractor agrees to include the above clause in each subcontract financed in whole or in part with FTA assistance. 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 or Related Acts

Applicability – All contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

- (1) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, 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 FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the

Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

(2) If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate.

(3) Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Termination

Applicability – All Contracts over \$10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is \$150,000

a. Termination for Convenience (General Provision) the recipient may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the recipient's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient. If contractor is in possession of any of the recipient's property, contractor shall account for same, and dispose of it as the recipient directs.

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

c. Opportunity to Cure (General Provision) the recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient 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 the recipient from also pursuing all available remedies against contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that the recipient elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the recipient shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) the recipient, by written notice, may terminate this contract, in whole or in part, when it is in the recipient's interest. If the contract is terminated, the recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If 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 recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a

notice of termination specifying the nature of default. Contractor shall 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 contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

g. Termination for Default (Transportation Services) If 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 contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall 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 contractor has possession of the recipient goods, contractor shall, as directed by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. Contractor and the recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

h. Termination for Default (Construction) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. In this event, the recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. Contractor and its sureties shall be liable for any damage to the recipient resulting from contractor's refusal or failure to complete the work within specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the recipient in completing the work.

Contractor's right to proceed shall not be terminated nor shall contractor be charged with damages under this clause if:

1. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such causes include: acts of God, acts of the recipient, acts of another contractor in the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. Contractor, within 10 days from the beginning of any delay, notifies the recipient in writing of the causes of delay. If in the recipient's judgment, delay is excusable, the time for completing the work shall be extended. The recipient's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of contractor's right to proceed, it is determined that contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the recipient's convenience.

i. Termination for Convenience or Default (Architect & Engineering) the recipient may terminate this contract in whole or in part, for the recipient's convenience or because of contractor's failure to fulfill contract obligations. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the recipient all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in

process. If termination is for the recipient's convenience, it shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for contractor's failure to fulfill contract obligations, the recipient may complete the work by contract or otherwise and contractor shall be liable for any additional cost incurred by the recipient.

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

j. Termination for Convenience or Default (Cost-Type Contracts) the recipient may terminate this contract, or any portion of it, by serving a notice of termination on contractor. The notice shall state whether termination is for convenience of the recipient or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the recipient, or property supplied to contractor by the recipient. If termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the recipient's convenience, contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the recipient determines that contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of contractor, the recipient, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

Government Wide Debarment and Suspension (Non Procurement)

The Recipient agrees to the following: (1) It will comply with the 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, which include the following: (a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, 2 U.S. OMB, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, (b) It will review the U.S. GSA "System for Award Management," <http://https.www.sam.gov,.proxy1.semalt.design> if required by U.S. DOT regulations, 2 C.F.R. part 1200, and (c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant: 1 Will comply with Federal debarment and suspension requirements, and 2 Reviews the "System for Award Management" at <http://https.www.sam.gov,.proxy1.semalt.design> if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and (2) 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: (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project, (b) FTA Project Manager if the Project is administered by an FTA Headquarters Office, or (c) FTA Chief Counsel,

Contracts Involving Federal Privacy Act Requirements

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees

operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

Civil Rights Requirements

Applicability – All contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

The following requirements apply to the underlying contract:

The Recipient understands and agrees that it must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing.

Therefore, unless a Recipient or Program, including an Indian Tribe or the Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with that civil rights statute, including compliance with equity in service:

a. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that each Third Party Participant will, comply with Federal transit law, 49 U.S.C. § 5332 (FTA's "Nondiscrimination" statute): (1) FTA's "Nondiscrimination" statute prohibits discrimination on the basis of: (a) Race, (b) Color, (c) Religion, (d) National origin, (e) Sex, (f) Disability, (g) Age, or (h) Gender identity and (2) The FTA "Nondiscrimination" statute's prohibition against discrimination includes: (a) Exclusion from participation, (b) Denial of program benefits, or (c) Discrimination, including discrimination in employment or business opportunity, (3) Except as FTA determines otherwise in writing: (a) General. Follow: 1 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, and guidance, and 2 Other applicable Federal guidance that may be issued, but (b) Exception for the Tribal Transit Program. FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its projects funded under the Tribal Transit Program,

b. Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant will: (1) Prohibit discrimination based on: (a) Race, (b) Color, or (c) National origin, (2) 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, as stated in the preceding section a, and (3) Except as FTA determines otherwise in writing, follow: (a) The most recent edition of FTA Circular 4702.1, "Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, 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) Other applicable Federal guidance that may be issued,

c. Equal Employment Opportunity. (1) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and: (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., (b) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note, (c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, and (d) Comply with other applicable EEO laws and regulations, as provided in Federal guidance, including laws and regulations prohibiting discrimination on the basis of disability, except as the Federal Government determines otherwise in writing, (2) General. The Recipient agrees to: (a) Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their: 1 Race, 2 Color, 3 Religion, 4 Sex, 5 Disability,

6 Age, or 7 National origin, (b) Take affirmative action that includes, but is not limited to: 1 Recruitment advertising, 2 Recruitment, 3 Employment, 4 Rates of pay, 5 Other forms of compensation, 6 Selection for training, including apprenticeship, 7 Upgrading, 8 Transfers, 9 Demotions, 10 Layoffs, and 11 Terminations, but (b) Indian Tribe. Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer".

(3) Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures the compliance of each Third Party Participant, with: (a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and (b) Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note,

d. Disadvantaged Business Enterprise. To the extent authorized by applicable Federal law, 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 Project as follows: 1) Requirements. The Recipient agrees to comply with: (a) Section 1101(b) of MAP-21, 23 U.S.C. § 101 note, (b) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. part 26, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, (2) Assurance. As required by 49 C.F.R. § 26.13(a), (b) DBE Program Requirements. Recipients receiving planning, capital and/or operating assistance that will award prime third party contracts exceeding \$250,000 in a Federal fiscal year must: 1 Have a DBE program meeting the requirements of 49 C.F.R. part 26, 2 Implement a DBE program approved by FTA, and 3 Establish an annual DBE participation goal, (c) Special Requirements for a Transit Vehicle Manufacturer. The Recipient understands and agrees that each transit vehicle manufacturer, 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, (d) the Recipient provides assurance that: The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. part 26. The Recipient shall take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The Recipient's DBE program, as required by 49 C.F.R. part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq.,

(2) Exception for the Tribal Transit Program. FTA exempts Indian tribes from the Disadvantaged Business Enterprise regulations at 49 C.F.R. part 26 under MAP-21 and previous legislation,

e. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of sex, including: (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25, and (3) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

f. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of age, including: (1) The Age Discrimination in Employment Act (ADEA), 29 U.S.C. §§ 621 – 634, which prohibits discrimination on the basis of age, (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, which implements the ADEA, (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., which prohibits discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal funds, (4) 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, which implements the Age Discrimination Act of 1975, and (5) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

g. Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities: (1) Federal laws, including: (a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities, (b) 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 General. Titles I, II, and III of the ADA apply to FTA Recipients, but 2 Indian Tribes. While Titles II and III of the ADA apply to Indian Tribes, Title I of the ADA exempts Indian Tribes from the definition of “employer,” (c) 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, (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and (e) Other applicable laws and amendments pertaining to access for elderly individuals or individuals with disabilities, (2) Federal regulations, including: (a) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. part 37, (b) U.S. DOT regulations, “Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. part 27, (c) U.S. DOT regulations, “Transportation for Individuals with Disabilities: Passenger Vessels,” 49 C.F.R. part 39, (d) 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, (e) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. part 35, (f) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. part 36, (g) U.S. EEOC, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. part 1630, (h) 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, (i) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. part 1194, and (j) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. part 609, and (3) Other applicable Federal civil rights and nondiscrimination guidance,

h. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of: (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq., (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 et seq., and (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2,

i. Access to Services for People with Limited English Proficiency. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote accessibility of public transportation services to people whose understanding of English is limited by following: 1) Executive Order No. 13166, “Improving Access to Services for Persons with Limited English Proficiency,” August 11, 2000, 42 U.S.C. § 2000d-1 note, and (2) U.S. DOT Notice, “DOT Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficiency (LEP) Persons,” 70 Fed. Reg. 74087, December 14, 2005,

j. Other Nondiscrimination Laws. Except as the Federal Government determines otherwise in writing, the Recipient agrees to: (1) Comply with other applicable Federal nondiscrimination laws and regulations, and (2) Follow Federal guidance prohibiting discrimination.

k. Remedies. Remedies for failure to comply with applicable Federal Civil Rights laws and Federal regulations may be enforced as provided in those Federal laws or Federal regulations.

Breaches and Dispute Resolution

All contracts over \$150,000

Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the recipient's authorized representative. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the recipient's CEO. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the recipient's CEO shall be binding upon contractor and contractor shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the the False Claims Act, 31 U.S.C. § 3729.

Performance During Dispute - Unless otherwise directed by the recipient, 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 his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days 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 recipient and 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 residing State.

Rights and Remedies - 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 recipient 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.

Disadvantaged Business Enterprise

Contracts over \$3,500 awarded on the basis of a bid or proposal offering to use DBEs

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.
- b. The contractor shall not discriminate on the basis of race, color, religion, 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 contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- c. If a separate contract goal has been established, 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.
- d. If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- 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

recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.

f. The contractor must promptly notify the recipient 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 the recipient.

Prompt payment

Applicability – All contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the Recipient. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Recipient. This clause applies to both DBE and non-DBE subcontracts.

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.

Other Federal Requirements

The following requirements are not federal clauses.

Full and Open Competition

In accordance with 49 U.S.C. § 5325(a) all procurement transactions shall be conducted in a manner that provides full and open competition.

Prohibition Against Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

Conformance with ITS National Architecture

Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 and as amended by MAP-21 23 U.S.C. § 517(d), note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg.1455 etseq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

Access Requirements for Persons with Disabilities

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

Notification of Federal Participation

To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

Interest of Members or Delegates to Congress

No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

Ineligible Contractors and Subcontractors

Any name appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

Other Contract Requirements

To the extent not inconsistent with the foregoing Federal requirements, this contract shall also include those provisions attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the recipient.

Compliance with Federal Regulations

Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Real Property

Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 49 CFR 18.31-18.34, 49 CFR 19.30-19.37, 49 CFR Part 24, 49 CFR 5326 as amended by FAST Act, 49 CFR part 18 or 19, 49 USC 5334, applicable FTA Circular 5010, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Access to Services for Persons with Limited English Proficiency

To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

Environmental Justice

Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1)

Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance,

Environmental Protections

Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

Geographic Information and Related Spatial Data

Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

Geographic Preference

All project activities must be advertised without geographic preference, (except in A/E under certain circumstances, preference for hiring veterans on transit construction projects and geographic-based hiring preferences as proposes to be amended in 2 CFR Part 1201).

Organizational Conflicts of Interest

The Recipient agrees that it will not enter into a procurement that involves a real or apparent organizational conflict of interest described as follows: (1) When It Occurs. An organizational conflict of interest occurs when the Project work, without appropriate restrictions on certain future activities, results in an unfair competitive advantage: (a) To that Third Party Participant or another Third Party Participant performing the Project work, and (b) That impairs that Third Party Participant's objectivity in performing the Project work, or (2) Other. An organizational conflict of interest may involve other situations resulting in fundamentally unfair competitive conditions, (3) Disclosure Requirements. Consistent with FTA policies, the Recipient must disclose to FTA, and each of its Subrecipients must disclose to the Recipient: (a) Any instances of organizational conflict of interest, or (b) Violations of federal criminal law, involving fraud, bribery, or gratuity violations potentially affecting the federal award, and (4) Failure to Disclose. Failure to make required disclosures can result in remedies for noncompliance, including debarment or suspension.

Federal Single Audit Requirements for State Administered Federally Aid Funded Projects Only

Non Federal entities that expend \$750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB)

Circular No. A 133, "Audits of States, Local Governments, and Non Profit Organizations" (replaced with 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" effective December 26, 2014 as applicable). Non Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non Federal entities that expend less than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B--Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency the New York State Department of Transportation, the New York State Comptrollers Office and the U.S. Governmental Accountability Office (GAO).

Non Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments.

Veterans Preference

Veterans Preference. As provided by 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients:

- (1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and
- (2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

Safe Operation of Motor Vehicles

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.

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

Catalog of Federal Domestic Assistance (CFDA) Identification Number

The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

CFDA number for the Federal Transportation Administration

Nonurbanized Area Formula (Section 5311) is 20.509. A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," (replaced with 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" effective December 26, 2014 as applicable) agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA" in identifying the name of the Federal program on the

SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

Federal Certifications

RAD PDF Developer License Active

CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, _____, hereby certify
(Name and title of official)

On behalf of _____ that:
(Name of Bidder/Company Name)

- 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 any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

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

Name of Bidder/Company Name _____

Type or print name _____

Signature of authorized representative _____ Date ___/___/___

Signature of notary and SEAL _____

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

- (1) It will comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 CFR 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 CFR part 180,
- (2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
 - a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
 - (1) Debarred,
 - (2) Suspended,
 - (3) Proposed for debarment,
 - (4) Declared ineligible,
 - (5) Voluntarily excluded, or
 - (6) Disqualified,
 - b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
 - (1) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
 - (2) Violation of any Federal or State antitrust statute, or
 - (3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,
 - c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,
 - d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
 - e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a - 2.d above, it will promptly provide that information to FTA,

- f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
 - (1) Equals or exceeds \$25,000,
 - (2) Is for audit services, or
 - (3) Requires the consent of a Federal official, and

- g. It will require that each covered lower tier contractor and subcontractor:
 - (1) Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
 - (2) Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
 - a. Debarred from participation in its federally funded Project,
 - b. Suspended from participation in its federally funded Project,
 - c. Proposed for debarment from participation in its federally funded Project,
 - d. Declared ineligible to participate in its federally funded Project,
 - e. Voluntarily excluded from participation in its federally funded Project, or
 - f. Disqualified from participation in its federally funded Project, and

3. It will provide a written explanation as indicated on a page attached in FTA's TEAM-Web or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Certification

Contractor _____

Signature of Authorized Official _____ Date ___/___/___

Name and Title of Contractor's Authorized Official _____

**BUY AMERICA CERTIFICATION
(STEEL OR MANUFACTURED PRODUCTS)**

[61 FR 6302, Feb. 16, 1996, as amended at 74 FR 30239, June 25, 2009]

General Requirement (as stated in 49 CFR 661.5)

- (a) Except as provided in 49 CFR 661.7 and 49 CFR 661.11, no funds may be obligated by FTA for a grantee project unless all iron, steel, and manufactured products used in the project are produced in the United States.
- (b) All steel and iron manufacturing processes must take place in the United States, except metallurgical processes involving refinement of steel additives.
- (c) The steel and iron requirements apply to all construction materials made primarily of steel or iron and used in infrastructure projects such as, transit or maintenance facilities, rail lines, and bridges. These items include, but are not limited to, structural steel or iron, steel or iron beams and columns, running rail and contact rail. These requirements do not apply to steel or iron used as components or subcomponents of other manufactured products or rolling stock, or to bimetallic power rail incorporating steel or iron components.
- (d) For a manufactured product to be considered produced in the United States:
 - (1) All of the manufacturing processes for the product must take place in the United States; and
 - (2) All of the components of the product must be of U.S. origin. A component is considered of U.S. origin if it is manufactured in the United States, regardless of the origin of its subcomponents.

If steel, iron, or manufactured products (as defined in 49 CFR 661.3 and 661.5) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder or offeror in accordance with the requirement contained in 49 CFR 661.13(b).

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 CFR part 661.

Company _____

Name _____ Title _____

Signature _____ Date _____

Certificate of **Non-Compliance** with Buy America Steel or Manufactured Products 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.

Company _____

Name _____ Title _____

Signature _____ Date _____

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"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ 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. <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) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	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.

Social security number											
				-			-				
or											
Employer identification number											
				-							

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.

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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 ▶
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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/fw9.

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:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. 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
4. 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.