

OZARK REGIONAL TRANSIT REQUEST FOR PROPOSALS

RFP 11.24: Transit Advertising Services

Ozark Regional Transit Authority invites proposals for the services described herein and in accordance with the provisions hereof.

Proposals must be received by the closing date of November 26, 2024, no later than 4:00 p.m. CST

Ozark Regional Transit Authority
2423 E. Robinson Avenue
Springdale, Arkansas 72764

OZARK REGIONAL TRANSIT REQUEST FOR PROPOSAL

RFP No. 11.24
Subject: Transit Advertising Services

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PART I SOLICITATION

1.0 Solicitation:

Ozark Regional Transit Authority, (ORT), is soliciting proposals from qualified firms or individuals who meet the conditions set forth herein to place approved advertising materials on the outside and inside of ORT buses in the Northwest Arkansas Area. The selected contractor will pay a percentage of its advertising sales to ORT.

1.1 Submission of Proposal:

Proposals must be delivered to Ozark Regional Transit Authority, care of Tayler Clark, Financial Assistant, at 2423 East Robinson Avenue, Springdale, Arkansas, 72764. Proposals must be sealed and RFP # 11.24 prominently marked on the package. One original proposal plus two additional copies must be submitted. All proposals must be submitted in accordance with the provisions hereof on or before the submission deadline of 4:00 p.m. CST on November 26, 2024. No proposal submitted after the submission deadline will be considered.

The following forms and documentation must be included with proposal submittal:

1. Proposals in Response to Request for Proposal #11.24
2. Receipt of Addenda Certification
3. Non-Collusion Assurance Affidavit
4. DBE Certification
5. EEO Certification
6. Eligible Offeror Certification
7. Restrictions on Lobbying Certification

1.2 Proposal Opening:

Proposals submitted in accordance with the requirements will be publicly opened and examined on December 4, 2024 @ 2:00 p.m. Be advised, the contents of each proposal, including documents marked proprietary, shall be made public. An estimated date of award of the contract is December 18, 2024.

1.3 Request for Clarifications:

Any request for clarifications must be in writing and submitted by the proposer to 2423 East Robinson Avenue, Springdale, Arkansas, 72764 to the attention of Tayler Clark, or to tlark@ozark.org by the close of business on November 19, 2024. Requests for clarification and consequent responses will be posted on the Ozark Regional Transit website, www.ozark.org.

1.4 Proposal Inquiries:

All inquiries regarding this RFP should be directed to Tayler Clark, tclark@ozark.org.

1.5 Pre-Proposal Meeting:

- There is no pre-proposal meeting scheduled for this RFP.

PART II

SPECIFICATIONS

2.0 INTRODUCTION

ORT is soliciting proposals from qualified firms or individuals who meet the conditions set forth herein for the privilege to place approved advertising materials on the outside and inside of Ozark Regional Transit (ORT) buses in the Northwest Arkansas Area. The selected contractor will pay a percentage of its advertising sales to ORT.

Ozark Regional Transit (ORT) is Northwest Arkansas' public transportation system that provides fixed route and paratransit bus service in the Washington and Benton County area with the major cities of Fayetteville, Springdale, Rogers, and Bentonville being served.

With an annual operating budget of approximately \$6 million, Ozark Regional Transit provides approximately 300,000 passenger trips per year on the fixed route transit service and approximately 35,000 passenger trips on the paratransit service. Ozark Regional Transit owns all the facilities, equipment and rolling stock needed to carry out operations. The rolling stock consists of approximately 48 vehicles.

2.1 CONTRACT TERM

The contract for the Advertising Concession is for a two-year period. Two (2) two-year extensions are available, to be exercised upon ORT's determination, for a potential contract total of six years. ORT shall notify the contract recipient of its determination, in writing, at least ninety (90) days prior to the end of the base contract term or option term.

ORT reserves the right to terminate the contract in the event of any default to the terms of the agreement by giving thirty (30) days written notice, via certified mail, of intent to do so.

2.2 TERMINATION OF ADVERTISING CONCESSION

ORT reserves the right to terminate the contract upon thirty (30) days written notice, by certified mail, to the successful proposer, should ORT wish to discontinue advertising on all or part of the fleet. The successful proposer shall cease all sales efforts immediately upon receipt of the letter of termination. All advertising displays on and in the buses at the time of the advertising prohibition will continue to remain in place through the expiration of the terms of their applicable contracts.

2.3 OPERATING CONTRACT

The successful proposer will be required, within ten (10) days after receiving written notice to do so, to enter an operating contract with ORT. The terms and conditions of a final contract between ORT and the successful proposer will be subject to negotiation. Terms will include, but not be limited to, ORT maintaining any current advertising contracts already obligated to ORT, until preexisting contractual particulars are met.

The contract will be considered a part of the specifications herein and is incorporated by this reference.

2.4 REQUIRED INSURANCE

The contractor shall indemnify and hold harmless ORT from all damage, loss or injury (including the resulting death of any person), lawsuits, claims, demands or liens resulting from the installation, maintenance, or use of any advertising display on ORT vehicles or property.

2.5 SCOPE OF WORK

ORT is soliciting written proposals from interested firms to act as its exclusive agent for the sale and independent management of transit advertising in and on its fleet of buses.

The successful proposer will pay ORT a percentage of its advertising sales revenue.

2.6 OPERATING REQUIREMENTS

The successful proposer, at its own expense, will be responsible for posting advertising signs, removing outdated signs and any signs rejected by ORT. ORT reserves the right to reject any advertising it finds to be offensive or objectionable.

Installation and ongoing maintenance of signs and other necessary activities of the successful proposer must not interfere with ORT's operations. Access to vehicles will be provided only at times consistent with the working hours of the operating facilities. Vehicles will not be removed from service for the purpose of installing or removing advertising signs.

2.7 METHODS OF POSTING ADVERTISEMENTS

ORT is open to most methods to display signs, standard sign frames, lighted signs, full or partial wraps and direct application of vinyl signs.

ORT operates public transit vehicles that includes the following:

- (8) 2018 Arboc Equess Buses, 30 Foot
- (4) 2018 Arboc Equess Buses, 35 Foot
- (8) 2017 Arboc Spirit of Liberty Cut-Away Buses
- (3) 2017 Ford E-450 Cut-Away Buses
- (3) 2022 Plymouth Voyager Vehicles
- (8) 2021 Ford Transit Vans
- (7) 2022 Dodge Ram Promaster Vans

A detailed fleet profile is provided as Attachment 1.

The successful proposer will be responsible for any paint damage on buses when wraps or directly applied signs are removed and shall compensate ORT for the expense incurred to repaint the damaged sections.

2.8 ADVERTISING SPACE

ORT will require the successful proposer to maintain the advertising space on all vehicles in a clean and professional manner. When advertisements are removed, the “blank canvas” must be cleaned and restored to pre-advertising condition.

ORT and the award winner will work together to determine the best size and description of the advertising spaces available for each style of vehicle.

ORT and the award winner will work together to design the materials necessary to ensure potential advertisers are aware of the vehicle types, advertising opportunities, advertising pricing and opportunities for the creation and application of the advertiser’s message. This information will be ultimately created by the award winner and any printed materials or electronic materials are to be shared with ORT. If the award winner presents a mid-contract pricing change to potential advertisers, it must be approved by ORT before the new pricing structure is implemented.

2.9 STORAGE SPACE

When available, ORT will provide an indoor space at ORT’s facility, free of charge, to the successful proposer for the handling and installation of advertising signs as the maintenance schedule allows. The award winner may schedule time at the ORT facility for the installation of the advertisement with a minimum of five (5) days’ notice to the Maintenance Director. All work inside of an ORT facility must have a set timeline for completion and the award winner will be held to that set timeline or lose its ability to utilize the ORT facility. There is no guarantee that this space will always be available. The successful proposer is responsible for keeping this work area neat and clean.

2.10 SALES OFFICE

The successful proposer will maintain and operate from a staffed office that is accessible either in person or by phone, to ORT employees during regular business hours of Monday through Friday, from 8AM to 4PM CST.

2.11 CHARACTER OF ADVERTISEMENTS

All advertisements shall be of a reputable character, shall conform to recognized business standards and shall not conflict with the laws of the United States, Arkansas or political subdivisions thereof. Proposers are specifically advised and hereby notified that the graphics, artwork and copy of the advertisements are expected to be of high quality and of appropriate sensitivity. ORT will have sole and unquestioned authority to determine what constitutes high quality and appropriate sensitivity. However, ORT requests the proposers to submit outlines for

proposed advertising standards/guidelines and to note how they would strive to limit questionable advertising.

Immoral, vulgar, disreputable, or other advertisements that may be offensive to the public shall not be accepted. ORT also expressly reserves the sole right to refuse any advertisement which may be construed to reflect its support for a particular product, service, idea, political viewpoint, or point of view.

Advertising for tobacco products is expressly prohibited by the State of Arkansas and will not be displayed on or in ORT buses.

All advertising shall be printed and displayed in a neat and skillful manner. The successful proposer shall maintain all displayed advertising to ensure its neat appearance and promptly remove all advertising that is worn or otherwise unsightly in appearance. ORT reserves the right to require the successful proposer to promptly remove, at the proposer's own expense, any advertising which, in the opinion of ORT, is unsightly in appearance. The successful proposer further agrees to remove dated advertising no later than five (5) days following the final date of an advertised event or offer.

2.12 PUBLIC, CHARITABLE OR EDUCATIONAL ADVERTISEMENTS

In spaces not in use for commercial advertising, the successful proposer shall display advertisements for public, charitable, or educational events or agencies deemed by both the successful proposer and ORT to be proper for the purpose of avoiding unfilled spaces and for promotion of public goodwill.

Contracts between the successful proposer and public, charitable, or educational advertising clients must be executed and processed in the same manner as for-profit advertising clients. ORT reserves the right to offer interior ad space to certain public, charitable or educational entities free of charge. Such clients are responsible for the production costs for said signs.

2.13 ORT ADVERTISING ON/IN BUSES

ORT reserves the right to use, without charge, unsold available advertising space for the promotion of its transit services and the general promotion of ride sharing in Arkansas. The successful proposer may be asked to place and remove ORT advertisements without charge. ORT will be responsible for the production costs of any advertising signs.

ORT reserves the right to always promote its own interests on any vehicles.

ORT also reserves the right to wrap one bus with advertising to promote its transit services and the general promotion of ride sharing in Arkansas.

2.14 ILLUSTRATED/WAPPED BUSES

The successful proposer will submit illustrated/wrapped designs for prior approval by ORT. ORT reserves the right to reject any advertiser or design for an illustrated/wrapped bus.

The advertising message of illustrated/wrapped buses shall not cover any of the destination signs on the bus front, rear or side. The vehicle number shall be incorporated into the advertisement displayed at all locations on a covered bus; front, rear and both sides if the advertisement covers the original vehicle number.

All vinyl wraps will incorporate “OZARK REGIONAL TRANSIT AUTHORITY” predominantly displayed as part of the advertising graphics as directed by ORT staff.

2.15 MONTHLY REMITTANCE AND REPORT

The successful proposer is required to remit revenues earned each month within twenty (20) calendar days after the end of the month in which they were earned. The revenue must be accompanied by a report that includes details of:

- A. All contracts in effect
- B. Billings for the month
- C. Collections for the month
- D. Past due amounts
- E. Total remaining balances on accounts
- F. Contract expiration dates

The monthly payment and report are to be mailed to:

Ozark Regional Transit
Attn: Accounts Receivable
2423 East Robinson Avenue
Springdale, Arkansas 72764

The successful proposer shall furnish ORT with copies of all signed contracts and correspondence (including changes in prices, lengths of contracts and cancellation notices) within a month of their execution.

The successful proposer shall maintain all required records for three (3) years after final payment to ORT under the terms of the operating contract. However, if any audit, claim, or litigation is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

The successful proposer will permit ORT to inspect/audit all records and financial data involved in the operation of the concession during the regular business hours maintained by the successful proposer, and at such other times upon one (1) day’s written notice.

2.16 CONTRACT EXPIRATION

Upon the expiration of the advertising contract, the successful proposer will assign and transfer to ORT all active contracts for advertising on/in the buses. Said contracts will then become the property of ORT.

2.17 CONTRACT DEFAULT OR BANKRUPTCY

If the successful proposer defaults in complying with the provisions of this agreement and such default shall continue for over thirty (30) days, then ORT may terminate this contract upon thirty (30) days written notice, via certified mail. The contract shall terminate at the expiration of the thirty (30) day period unless the default shall be cured within the thirty (30) day period. In the event of contract termination, neither party shall have any further claim against the other, except that the successful proposer shall be obliged to pay ORT any monies due to the date of contract termination.

ORT may terminate this agreement and may remove, without liability to it, any advertising matter displayed on its vehicles if the successful proposer becomes bankrupt or insolvent.

2.18 REVENUE PROPOSAL BID FORM

A Revenue Proposal bid form is included as part of this RFP. Proposers shall submit this form as their official revenue proposal. Failure to incorporate this bid form in their proposal will result in the proposer's bid being considered non-responsive.

2.19 SHARE OF REVENUE

Proposer shall submit on the required bid form the percentage of annual revenue collected for the sale of advertising space that it will share with ORT. Annual revenue is defined as the amount collected for the advertising space.

The successful proposer shall report the annual revenue at the end of each contract year.

The last five years of ORT's portion of the advertising revenue is as follows:

2019 - \$56,420
2020 - \$93,800
2021 - \$66,520
2022 - \$64,556.80
2023 - \$73,954.40

2.20 INTELLECTUAL PROPERTY (IP) RIGHTS

A. ORT's Use of Advertising Materials

The contractor agrees that Ozark Regional Transit Authority (ORT) may use images, descriptions, or representations of any advertising content displayed on ORT buses for the purpose of promoting ORT's services or advertising program. When required, ORT will provide appropriate credit to the advertiser or contractor as specified in writing by the contractor. This use shall be limited to ORT's promotional materials and shall not imply endorsement of any specific advertiser's product or service.

B. IP Rights in Advertising Content

The contractor warrants that all advertising content displayed on ORT buses fully complies with applicable copyright, trademark, and other intellectual property laws. The contractor further agrees to indemnify, defend, and hold harmless ORT, its officers, employees, and agents from any and all claims, damages, and expenses arising from or related to allegations of intellectual property infringement or any breach of this warranty.

2.21 DATA PRIVACY AND SECURITY

A. Data Protection Measures

The contractor shall implement and maintain appropriate data security measures to protect any sensitive information collected, stored, or processed in connection with this contract. This includes advertising client data and any other personally identifiable information (PII) or proprietary data. The contractor agrees to comply with all relevant data protection laws, including but not limited to state and federal regulations. The contractor must ensure confidentiality, prevent unauthorized access, and safeguard against data breaches through reasonable technical and organizational measures.

B. Record-Keeping and Secure Disposal

The contractor is required to maintain records related to this agreement for a minimum of three (3) years, as specified in section 2.15. All records must be securely stored to prevent unauthorized access. Upon expiration of the retention period, or in the event of contract termination, the contractor agrees to securely dispose of or anonymize all sensitive records associated with this agreement to prevent unauthorized access or disclosure. ORT reserves the right to audit the contractor's record-keeping and disposal practices to ensure compliance with this requirement.

2.22 FORCE MAJEURE

Neither ORT nor the contractor shall be liable for failure to perform any obligations under this contract if such failure is caused by events beyond their reasonable control, including but not limited to natural disasters, acts of God, pandemics, government restrictions, labor strikes, war, civil unrest, or other events that materially impact public transit ridership or advertising demand ("Force Majeure Event").

In the event of a Force Majeure Event:

1. Notification: The affected party shall promptly notify the other party in writing, detailing the nature and expected duration of the Force Majeure Event and its impact on contract performance.
2. Temporary Suspension: Both parties agree to suspend any affected obligations, such as sales quotas or revenue targets, for the duration of the Force Majeure Event. During this period, each party shall take reasonable measures to minimize the impact of the Force Majeure Event on the contract.
3. Reassessment: If the Force Majeure Event extends beyond sixty (60) days, either party may request in writing to renegotiate affected terms to address prolonged disruption. If a resolution is not reached within thirty (30) days of the request, either party may terminate the contract without further liability, except for obligations accrued up to the date of termination.

PART III

EVALUATION PROCEDURE

3.0 PROPOSER QUALIFICATIONS

1. The proposer must have a minimum of five years of experience in the advertising sales business and demonstrate it can fulfill the obligations of this contract.
2. The proposer will provide the resumes of the company principals involved with the contract, inclusive of the lead individuals for the Connecticut sales force.
3. The proposer will provide a list of other agencies that are current clients, inclusive of the name and phone number of a contact person at each agency.
4. The proposer must demonstrate it can successfully acquire national advertising contracts and to operate a sales program designed to produce maximum advertising income for ORT.

3.1 PROPOSAL CONTENT

ORT desires concise proposals and suggests the following format:

- A. Firm Name
- B. Business Address
- C. Telephone Number
- D. Year the business was established
- E. Type of Organization - Individual, Partnership, or Corporation and whether firm is a disadvantaged business enterprise (DBE)
- F. Statement of Qualifications - Statement of qualifications and relevant experience in the transit advertising business for the past five years.
- G. Professional Qualifications – Resumes of key personnel to be assigned to this contract.
- H. Work Plan – Provide a brief work plan describing how your firm will provide the required services.
- I. Revenue Proposal – Complete the enclosed Revenue Proposal Bid Form.
- J. References – Provide references with financial results from other transit agencies.
- K. Audited Financial Statement – Audited statement for most recent business year.

3.2 SELECTION CRITERIA

An Evaluation Review Committee will review each proposal. The proposals will be evaluated in accordance with the following:

- Experience and capabilities of proposer – 30 points
The experience and capability of the proposer to undertake this contract with the maximum financial return to ORT. Client references and proposer's financial capacity will also be considered.

- Experience and qualifications of staff assigned to contract – 30 points
The sales experience of the assigned staff, especially with transit ad sales, will be strongly considered.

- Revenue proposal - 40 points
The revenue bid proposal will be reviewed to determine the bid that is in the best financial interest of ORT.

3.3 ORAL INTERVIEWS

Upon review of the proposals, one or more proposers may be invited to participate in oral interviews. ORT reserves the right to award the contract without conducting interviews.

ORT also reserves the right to reject any or all proposals and to waive any informality or irregularity if it is in the best interest of ORT to do so.

REVENUE BID PROPOSAL FOR TRANSIT ADVERTISING
EXTERIOR/INTERIOR BUS ADVERTISING

Proposers are to present their Revenue Bid Proposal in the following format:

Share of Revenue:

____ % of Annual Income payable to ORT in 2025

____ % of Annual Income payable to ORT in 2026

(Bid numbers required for 1st Extension Option Years)

____ % of Annual Income payable to ORT in 2027

____ % of Annual Income payable to ORT in 2028

(Bid numbers required for 2nd Extension Option Years)

____ % of Annual Income payable to ORT in 2029

____ % of Annual Income payable to ORT in 2030

Proposer is to complete this Revenue Proposal form in compliance with Part III, Evaluation Procedure, of the RFP.

Company Name

Date

Name of Authorized Official

Signature of Authorized Official

Title

RESPONSE TO RFP #11.24: Transit Advertising Services

Insert Name of Offeror Here: _____

Insert the Business Address of
the Offeror: _____

Insert the Business Phone Number and Fax
Number of the Offeror: _____ & _____

Insert the Name of the Person
completing this proposal, who
will be treated as the contact
person for the Offeror _____

If the Offeror's Name inserted above is a trade name, an assumed name or fictitious name, please
give proper full name of individual or entity conducting business under that name in the space
provided immediately below:

If the Offeror is a general partnership or joint venture, please give the names and personal and
business addresses of each partner and/or joint venturer in the space provided immediately
below:

If the Offeror is a limited partnership, please give the names and addresses of the General Partner(s) and the limited partner(s) in the space provided immediately below (and attach to this proposal that documentation evidencing the General Partners authority to execute this proposal and evidencing Registration with the Secretary of State of the State of Arkansas:

PLEASE NOTE IF MORE SPACE IS REQUIRED SIMPLY ATTACH SEPARATE PAGE WITH THIS ADDITIONAL INFORMATION.

If the Offeror is a corporation or a limited liability company, please attach to this proposal (i) a certificate of good standing from the Secretary of State of Arkansas, (ii) a certified copy of the resolution authorizing the execution of the proposal in the name of the corporation or limited liability company, and (iii) ensure that the proposal is executed by the duly authorized officer of the corporation or limited liability company.

The Offeror named above proposes and offers to fully observe and perform all of the obligations set forth in RFP#11.24 and to do and perform all of the services described in RFP#11.24 in accordance with each and all of the provisions of the RFP.

In compliance with the above, the undersigned offers and agrees to furnish any or all items upon which prices are offered, at the price set opposite each item, delivered to 2423 East Robinson Avenue, Springdale, AR 72764, within the time specified.

Company: _____ Authorized Offeror: _____

Address: _____

Signature/Title: _____

Phone Number: _____

Email: _____

ATTACHMENT 1

Fleet Profile Specifications

VEHICLE ID	YEAR	MAKE	MODEL	BODY TYPE	SEATS	Length
200	2022	Ford	Transit 350HD	Van	8	238"
202	2022	Ford	Transit 350HD	Van	8	238"
203	2022	Ford	Transit 350HD	Van	8	238"
204	2022	Ford	Transit 350HD	Van	8	238"
205	2022	Ford	Transit 350HD	Van	8	238"
206	2022	Ford	Transit 350HD	Van	8	238"
207	2024	Ford	Transit 350HD	Van	8	238"
208	2024	Ford	Transit 350HD	Van	8	238"
220	2023	Ram	Ram Promaster	Van	10	21'
221	2023	Ram	Ram Promaster	Van	10	21'
222	2023	Ram	Ram Promaster	Van	10	21'
223	2023	Ram	Ram Promaster	Van	10	21'
224	2023	Ram	Ram Promaster	Van	10	21'
225	2023	Ram	Ram Promaster	Van	10	21'
226	2023	Ram	Ram Promaster	Van	10	21'
521	2018	Dodge	Grand Caravan SE	Minvan	4	16.8'
522	2018	Dodge	Grand Caravan SE	Minvan	4	16.8'
523	2018	Dodge	Grand Caravan SE	Minvan	4	16.8'
524	2018	Dodge	Grand Caravan SE	Minvan	4	16.8'
525	2023	Chrysler	Voyager LX	Minvan	4	19.8
526	2023	Chrysler	Voyager LX	Minvan	4	19.8
527	2023	Chrysler	Voyager LX	Minvan	4	19.8
685	2017	Ford	E-450 / Light Duty	LITE CUTWAY	16	26 FT
686	2017	Ford	E-450 / Light Duty	LITE CUTWAY	16	26 FT
687	2017	Ford	E-450 / Light Duty	LITE CUTWAY	16	26 FT
309	2015	Glaval	Concorde II (F650 4X2)	CONCORDE II	33	34 FT
310	2015	Glaval	Concorde II (F650 4X2)	CONCORDE II	33	34 FT
311	2015	Glaval	Concorde II (F650 4X2)	CONCORDE II	33	34 FT
688	2017	Chevrolet	Arboc/Savannah/ Med Duty	Med Cutaway	23	28 FT
689	2017	Chevrolet	Arboc/Savannah/ Med Duty	Med Cutaway	23	28 FT
690	2017	Chevrolet	Arboc/Savannah/ Med Duty	Med Cutaway	23	28 FT
691	2017	Chevrolet	Arboc/Savannah/ Med Duty	Med Cutaway	23	28 FT
692	2017	Chevrolet	Arboc/Savannah/ Med Duty	Med Cutaway	23	28 FT
693	2017	Chevrolet	Arboc/Savannah/ Med Duty	Med Cutaway	23	28 FT
694	2017	Chevrolet	Arboc/Savannah/ Med Duty	Med Cutaway	23	28 FT
695	2017	Chevrolet	Arboc/Savannah/ Med Duty	Med Cutaway	23	28 FT
710	2019	Arboc	Spirit of Equess	Transit Bus	22	29 FT
711	2019	Arboc	Spirit of Equess	Transit Bus	22	29 FT
712	2019	Arboc	Spirit of Equess	Transit Bus	22	29 FT
713	2019	Arboc	Spirit of Equess	Transit Bus	22	29 FT
714	2019	Arboc	Spirit of Equess	Transit Bus	22	29 FT
715	2019	Arboc	Spirit of Equess	Transit Bus	22	29 FT
716	2019	Arboc	Spirit of Equess	Transit Bus	22	29 FT
717	2019	Arboc	Spirit of Equess	Transit Bus	22	29 FT
718	2019	Arboc	Spirit of Equess	Transit Bus	26	34 FT
719	2019	Arboc	Spirit of Equess	Transit Bus	26	34 FT
720	2019	Arboc	Spirit of Equess	Transit Bus	26	34 FT
721	2019	Arboc	Spirit of Equess	Transit Bus	26	34 FT

ATTACHMENT 2

OZARK REGIONAL TRANSIT (ORT) ADVERTISING POLICY

PURPOSE

Ozark Regional Transit finds that the sale of advertising space on designated ORT venues is a practical and desirable means of generating revenue, which assists ORT in providing more economical transportation to the citizens in its service area. ORT sells advertising space solely for the purpose of raising additional revenue for its operations. ORT's advertising spaces are not dedicated as a public forum to the promotion or debate of political, social, religious, or unsettled public issues. ORT enacts this policy to establish the standards for advertisements acceptable for internal or external display on ORT vehicles, property, and other designated locations.

POLICY

- A. Content ORT's advertising spaces may be used only for advertisements that:
1. Propose a commercial transaction involving lawful goods or services within ORT's Service Area; and
 2. Promote, in a secular and non-sectarian manner, the programs of ORT and/or other community agencies.
 3. ORT does not accept any advertising for political, social, or religious messages, or advertising designed to debate or advocate positions on unsettled issues of public concern. ORT is a governmental entity, providing services to the general public and supported in part by public funds, and should remain neutral in all political contests and all debates involving social, religious, and public issues. In addition, history has shown that advertising of controversial issues can generate disputes among passengers, who are often a captive audience, which can impede the efficient operation of transportation services. Controversial advertising can also provoke vandalism of advertising materials and associated ORT property. Such advertising, if accepted, can discourage use of ORT advertising space by other commercial advertisers who do not desire to be associated with controversial advertisements, with resultant loss of revenue to ORT. Therefore, to promote these compelling interests, ORT will not accept such advertising. For example and illustration only, ORT does not accept advertising from any advertiser relating to population control, family planning, reproductive rights, contraception, abortion, or euthanasia. It does not accept advertising criticizing, praising, or debating governmental programs or activities, relating to drug legalization, gun control, immigration, or other contentious and unsettled topics of public debate whether at the local, State or Federal level. This list of examples is not intended to be inclusive. Advertising containing hidden, obscured, or disguised messages, which a reasonable adult person would perceive to relate to an impermissible topic, is not acceptable.

4. ORT does not accept advertising that fails to conform to community standards of decency, dignity, accuracy and good taste. ORT desires to maintain its ridership by not exposing passengers to indecent, distasteful, or inaccurate advertising which is difficult to ignore or avoid in the public transportation setting. ORT maintains the right to determine acceptable standards of decency, dignity, accuracy and good taste.

B. Evaluation of Advertisements Prior to the commencement date of an advertising contract, all advertisers shall submit a final copy of a proposed advertisement with full text and all illustrations to the Executive Director or his designee of ORT. All tendered advertisements shall be evaluated under this policy and shall be subject to the final approval of the Executive Director or his designee. If the Executive Director or his designee determines that an advertisement does not conform to this policy, the advertiser will be promptly notified and afforded an opportunity, at the advertiser's expense, to revise the advertisement and eliminate the unacceptable aspects.

If an advertiser disagrees with the Executive Director or his designee's rejection of a proposed advertisement, the advertiser may seek a review of the decision as provided in Section D, Review/Appeals.

C. Rate Guidelines ORT, with the assistance of the award winner, will establish rates consistent with local advertising rates and those of comparable transit agencies in other markets. These rates will be published and be offered equitably to all clients and potential clients, with discounts provided as set forth below. Basic rates will be established on an annual basis in conjunction with the ORT Calendar Year Budget, effective annually on January 1 and published therein. Rates may increase, decrease, or remain constant, based upon space availability and market demand.

1. Advertisers paying full contract amount in advance are eligible for a 5 percent discount for advertising placed with ORT in addition to any frequency or bulk discounts to which they may be entitled.
2. Non-profit organizations may purchase advertising space at 15 percent off the standard rate schedule. Additional frequency and prepayment rates may also apply. Agency discounts will not apply. ORT, at its discretion and on a space-available basis, may make interior space available at no cost to qualified non-profit or governmental agencies.
3. Recognized advertising agencies and in-house advertising departments may be eligible for a net rate of 15 percent less than the published gross rate. Recognized advertising agencies are defined as those agencies which:
 - Possess a bona fide business license which identifies the agency.
 - Possess a street location business address.
 - Disclose their advertising client list to ORT.
 - Provide evidence of financial stability, including bank references, credit report, or other evidence required by the ORT Finance Department.

4. ORT can only guarantee a 50% saturation in the market that the advertiser requests. Because ORT buses may travel throughout the entirety of Northwest Arkansas, and that ORT buses must be down for regular, scheduled maintenance, ORT cannot guarantee that the bus or route will continuously bear the advertising in or on the route(s) selected. Advertisers should realize that there is a great possibility that their advertisements will be seen in all the market of Washington and Benton Counties.
5. ORT reserves the right to make advertising decisions which maximize the ad revenues to the organization. This may include special promotional offers. In any case, rates will be offered equitably to all current and recent (12 months) past advertisers and agencies.
6. Production of advertisements shall be the sole responsibility of the advertiser. ORT may be able to provide information to advertisers that details the capabilities and/or capacity of local production companies to the advertiser. Rates for production are not the responsibility of ORT, its staff or assigns to negotiate or dictate.

D. Review/Appeals

1. If an advertiser disagrees with the decision of the Executive Director or his designee to reject a proposed advertisement, the advertiser may seek a review of the decision by the Chairperson of the Board of Ozark Regional Transit. A demand for review must be made in writing to the Executive Director or his designee by the close of business of the fifth working day following receipt of written notice from the Executive Director or his designee of the rejection of the advertisement. The advertiser's demand for review must state with particularity the reasons why the advertisement does not violate the advertisement policy and should be allowed.
Upon receipt of a demand for review from the advertiser, the Marketing and Communications Director shall prepare within five (5) working days a report to the Executive Director reflecting with particularity the reasons why the subject advertisement violates the advertisement policy. Both the demand for review and the report of the Marketing and Communications Director shall be hand delivered to the offices of the Executive Director by the close of business of the sixth business day following the submission of a demand for review.
The Chairman of the Board of the Ozark Regional Transit shall conduct a prompt review and shall respectfully consider the respective positions of the advertiser and the Executive Director or his designee. A written decision of the Chairman of the Board shall be issued and mailed to both the advertiser and Executive Director or his designee within ten (10) working days of receipt of the documents. Except as provided in paragraph 2, the determination of the Chairman of the Board of ORT shall be final.

2. Any advertiser who is not satisfied with the decision of the Chairman of the Board of ORT, the advertiser may within thirty (30) days of the receipt of the written decision, appeal that decision to a court of competent jurisdiction in Washington County, Arkansas, for *de novo* review.

ATTACHMENT 3

FTA Clauses

The following clauses must be returned with the proposer's documents.

Clause	Applicability
1. <u>FLY AMERICA</u>	<u>Involves foreign air transport or travel</u>
2. <u>BUY AMERICA</u>	<u>>\$100,000</u>
3. <u>CARGO PREFERENCE</u>	<u>Involves property transported by ocean vessel</u>
4. <u>ENERGY CONSERVATION</u>	<u>All</u>
5. <u>CLEAN WATER</u>	<u>>\$100,000</u>
6. <u>LOBBYING</u>	<u>>\$100,000</u>
7. <u>ACCESS TO RECORDS AND REPORTS</u>	<u>All</u>
8. <u>FEDERAL CHANGES</u>	<u>All</u>
9. <u>CLEAN AIR</u>	<u>>\$100,000</u>
10. <u>RECYCLED PRODUCTS</u>	<u>*</u>
11. <u>NO GOVERNMENT OBLIGATION TO THIRD PARTIES</u>	<u>All</u>
12. <u>PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS</u>	<u>All</u>
13. <u>TERMINATION</u>	<u>All</u>
14. <u>GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)</u>	<u>>\$25,000</u>
15. <u>PRIVACY ACT</u>	<u>All</u>
16. <u>CIVIL RIGHTS</u>	<u>>\$10,000</u>
17. <u>BREACHES AND DISPUTE RESOLUTION</u>	<u>>\$100,000</u>
18. <u>DISADVANTAGED BUSINESS ENTERPRISE (DBE)</u>	<u>All</u>
19. <u>INCORPORATION OF FTA TERMS</u>	<u>All</u>

* Contacts for items designated by EPA, when procuring \$10,000 or more per year.

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

The Fly America requirements apply to the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the FTA will participate in the costs of such air transportation. Transportation on a foreign air carrier is permissible when provided by a foreign air carrier under a code share agreement when the ticket identifies the U.S. air carrier's designator code and flight number. Transportation by a foreign air carrier is also permissible if there is a bilateral or multilateral air transportation agreement to which the U.S. Government and a foreign government are parties and which the Federal DOT has determined meets the requirements of the Fly America Act. Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases. The Fly America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance. The relevant statutes and regulations do not mandate any specified clause or language. FTA proposes the following language.- The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

Date _____

Signature _____

Company Name _____

Title _____

Buy America - The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.

Date _____

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

Title _____

Certification requirement for procurement of buses, other rolling stock and associated equipment.

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

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

Date _____

Signature _____

Company Name _____

Title _____

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

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11, but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

Title _____

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

Date _____

Signature _____

Company Name _____

Title _____

Energy Conservation - The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Date _____

Signature _____

Company Name _____

Title _____

Clean Water - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Date _____

Signature _____

Company Name _____

Title _____

LOBBYING

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

Mandatory Clause/Language - Clause and specific language therein are mandated by 49 CFR Part 19, Appendix A.

Modifications have been made to the Clause pursuant to Section 10 of the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*]

- Lobbying Certification and Disclosure of Lobbying Activities for third party contractors are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.110(d)

- Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that contractors file the certification required by 49 CFR Part 20, Appendix A.

Modifications have been made to the Lobbying Certification pursuant to Section 10 of the Lobbying Disclosure Act of 1995.

- Use of "Disclosure of Lobbying Activities," Standard Form-LLL set forth in Appendix B of 49 CFR Part 20, as amended by "Government wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.

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 \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall 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.

- Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall 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.

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

Access to Records - The following access to records requirements apply to this Contract:

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

2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

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 the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with 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 any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three 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 Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

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

Date _____

Signature _____

Company Name _____

Title _____

Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Date _____

Signature _____

Company Name _____

Title _____

Clean Air - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Date _____

Signature _____

Company Name _____

Title _____

Recovered Materials - 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.

Date _____

Signature _____

Company Name _____

Title _____

No Obligation by the Federal Government -

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

Date _____

Signature _____

Company Name _____

Title _____

Program Fraud and False or Fraudulent Statements or Related Acts -

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

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

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

Date _____

Signature _____

Company Name _____

Title _____

TERMINATION

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

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

b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the (Recipient) that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the (Recipient), after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) The (Recipient) in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

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

If Contractor fails to remedy to (Recipient)'s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from (Recipient) setting forth the nature of said breach or default, (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 (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 (Recipient) elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by (Recipient) shall not limit (Recipient)'s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

In the event that (Recipient) elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by (Recipient) shall not limit (Recipient)'s 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 Government's interest. If this 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.

The (Recipient), by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this 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 the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

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

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

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

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

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

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

h. Termination for Default (Construction) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, 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 the Contractor a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and compete 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. The Contractor and its sureties shall be liable for any damage to the Recipient resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, 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 the Contractor a Notice of Termination specifying the nature of the 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. The Contractor and its sureties shall be liable for any damage to the Recipient resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

1. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the 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. the contractor, within [10] days from the beginning of any delay, notifies the (Recipient) in writing of the causes of delay. If in the judgment of the (Recipient), the delay is excusable, the time for completing the work shall be extended. The judgment of the (Recipient) shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

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

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

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

If the termination is for the convenience of the Recipient, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Recipient may complete the work by contract or otherwise and the 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 the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

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 the Contractor. The notice shall state whether the termination is for convenience of the (Recipient) or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the (Recipient), or property supplied to the Contractor by the (Recipient). If the termination is for default, the (Recipient) may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed

up to the time of termination. The Contractor shall promptly submit its termination claim to the (Recipient) and the parties shall negotiate the termination settlement to be paid the Contractor.

The (Recipient) may terminate this contract, or any portion of it, by serving a notice of termination on the Contractor. The notice shall state whether the termination is for convenience of the (Recipient) or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the (Recipient), or property supplied to the Contractor by the (Recipient). If the termination is for default, the (Recipient) may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the (Recipient) and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of the (Recipient), the 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 the 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 the contractor, the (Recipient), after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

Suspension and Debarment - This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

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

The certification in this clause is a material representation of fact relied upon by **{insert agency name}**. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to **{insert agency name}**, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Date _____

Signature _____

Company Name _____

Title _____

Debarment and Suspension Certification (Lower Tier Covered Transaction)

(Required Form for Procurements of \$25,000 or more)

(Vendor certifies)

The prospective lower tier participant _____ certifies by submission of this Offer that neither it nor its "principals," as defined at 49 CFR, Section 29.105(p), is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

If the prospective lower tier participant (Bidder) is unable to certify to the statement above, it shall attach an explanation and indicate that it has done so by placing an "X" in the following space_____.

THE BIDDER _____, CERTIFES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERITFCATION AND EXPLANATION, IF ANY. IN ADDITION, THE BIDDER OR OFFERER UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 U.S.C., SECTIONS 3801, ET SEQ., APPLY TO THIS CERTIFICATION AND EXPLANATION, IF ANY.

Signature of the Bidder Authorized Official

Name and Title of the Bidder Authorized Official

Date

Contracts Involving Federal Privacy Act Requirements - 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.

Date _____

Signature _____

Company Name _____

Title _____

Civil Rights - The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

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

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

Date _____

Signature _____

Company Name _____

Title _____

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of (Recipient)'s [title of employee]. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by (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 therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the (Recipient) and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the (Recipient) is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the (Recipient), (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Date _____

Signature _____

Company Name _____

Title _____

Disadvantaged Business Enterprises -

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is ___%. A separate contract goal **[of ___% DBE participation has] [has not]** been established for this procurement.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as **{insert agency name}** 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, use the following}** Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following **[concurrent with and accompanying sealed bid] [concurrent with and accompanying an initial proposal] [prior to award]**:

1. The names and addresses of DBE firms that will participate in this contract;
2. A description of the work each DBE will perform;
3. The dollar amount of the participation of each DBE firm participating;
4. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
5. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
6. If the contract goal is not met, evidence of good faith efforts to do so.

[Bidders][Offerors] must present the information required above **[as a matter of responsiveness] [with initial proposals] [prior to contract award]** (see 49 CFR 26.53(3)).

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

d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the **{insert agency name}**. In addition, **[the contractor may not hold retainage from its subcontractors.] [is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.] [is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the {insert agency name} and contractor's receipt of the partial retainage payment related to the subcontractor's work.]**

e. The contractor must promptly notify **{insert agency name}**, 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 **{insert agency name}**.

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in 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 (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

Date _____

Signature _____

Company Name _____

Title _____

Overall Federal Regulation Compliance

All contractual provisions required by the Department, as set forth in FTA Circular 4220.1E dated January 2006 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 the Agency requests which would cause the Agency to be in violation of the FTA terms and conditions.

The Agency Representative

Vendor Representative

Date:

Date:

Vendor

SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use

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.

Distracted Driving

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 Contract.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1) Procure or obtain;

2) Extend or renew a contract to procure or obtain; or

3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

c) See Public Law 115-232, section 889 for additional information.

d) See also § 200.471.

TRAFFICKING IN PERSONS

The contractor agrees that it and its employees that participate in the Recipient's Award, may not:

Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;

Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or

Use forced labor in the performance of the Recipient's Award or subagreements thereunder.

FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

(1) The contractor certifies that it: Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.

(2) Flow-Down. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

ATTACHMENT 4

ADVERTISING SPACE SPECIFICATIONS

Advertising space availability varies from bus to bus.

Generally, curb side and street side advertising space is available on the buses from the top of the window to the bottom of the bus, and between the wheel wells.

If an advertising panel is designed to cover the entire side of a bus, **the name of Ozark Regional Transit Authority, the phone number and the web address must be designed into the graphics.** Alternatively, at the expense of the advertiser, if the full lower advertising panel covers all ORT information, the crown of the bus may be used to place the name of Ozark Regional Transit Authority.

Ozark Regional Transit prominently displays Federally required notices on the buses. These notices are not to be covered by advertising panels or wraps. If an advertisement is designed to cover these spaces **the information required must be incorporated into the advertisement graphic design** and approved prior to final print and application.

Ozark Regional Transit reserves the right to adjust the size of the available advertising space.

Expired advertisements will be removed within 5 working days of the date of expiration. If ORT staff removes the advertisements, the contracted award winner will be billed an hourly rate of \$150.00 per hour for ad removal, in hourly increments with a minimum of one hour.

Buses will be restored to their original condition upon removal of advertisements. This includes but is not limited to removal of the advertisement, removal of the adhesion residue, cleaning of the advertising space, and repair of any original paint or ORT branding graphics prior to application of a new advertisement. All repair of original graphics or paint must be completed within 15 calendar days of ORT's notification to advertiser that the repair is warranted.