

Washington Park Transportation Management Association
Request for Proposal (RFP # 015)

CREATIVE SERVICES: INTEGRATED BRANDING STRATEGY AND IMPLEMENTATION

PROPOSALS DUE: November 14, 2014 by 5:00 pm

SUBMIT TO: Heather McCarey

Washington Park Transportation Management Association
4033 SW Canyon Road
Portland, OR 97221

REFER QUESTIONS TO: heather@washingtonparkpdx.org

REGISTER: To receive addendums to the RFP, register at <http://washingtonparkpdx.org/rfp/>

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PART I

SOLICITATION REQUIREMENTS

SECTION A

THE PROPOSAL

1. OVERVIEW

The Washington Park Transportation Management Association (referred to as the “WP TMA”) seeks a consultant or agency (referred to as the “Proposer”) to create an integrated branding strategy, including organizational branding, a new website, and an outreach plan to market Washington Park and provide travel information both to and around the park. All strategies must be in coordination with existing marketing efforts of Portland Parks & Recreation and all park venues.

2. INVITATION TO PROPOSAL

The WP TMA is requesting Proposals for marketing services for Washington Park. Proposals are due to be received (postmarks not accepted) no later than 5:00 pm on **November 14, 2014** at WP TMA, 4033 S.W. Canyon Road, Portland, OR 97221, Attention: Heather McCarey

Contractor shall furnish all professional services, labor, materials, equipment, and permits necessary to render services as specified in Part II Scope of Work.

The term of the contract is anticipated to be November 1, 2014 through November 1, 2015.

The WP TMA reserves the right to accept or reject any or all proposals, in whole or in part, to negotiate with any or all Proposers on modifications to proposals, to waive formalities, to postpone award, or to cancel this RFB in part or in its entirety if it is in the best interest of the WP TMA to do so.

The WP TMA and its contractors will not discriminate against any person(s), employee or applicant for employment based on race, creed, color, national origin, sex, sexual orientation, age, religion, disability, political affiliation or marital status. The WP TMA fully complies with Title VI of the Civil Rights Act of 1964 and related statutes and regulations in all programs and activities.

The WP TMA extends equal opportunity to all persons and specifically encourages minority and women-owned businesses to access and participate in this and all The WP TMA projects, programs and services.

3. COST TO PROPOSAL

This invitation to Proposal does not commit WP TMA to pay any costs incurred by any Proposer in the submission of a Proposal, or in making necessary studies or designs for the preparation thereof, or for

procuring or contracting for the items to be furnished under the invitation to Proposal.

**4. ADDENDA TO PLANS
OR SPECIFICATIONS**

Requests for additional information or interpretation of the contract documents shall be delivered to the Project Manager, in writing, at least seven (7) business days prior to the Proposal due date and time. If, in the opinion of the Project Manager, additional information or interpretation is needed by the Proposers, an addendum will be issued to all known specification holders. The provisions of any written addenda issued by the Project Manager is at least seventy two (72) hours prior to the deadline for submittal of the Proposal.

**5. MODIFICATION OF
PROPOSAL**

An offer to modify the Proposal which is received from the successful Proposer after award of contract which makes the terms of the Proposal more favorable or advantageous to The WP TMA will be considered, and may thereafter be accepted. To be effective, every modification must be made in writing over the signature of the Proposer.

**6. WITHDRAWAL OF
PROPOSALS**

A Proposer may withdraw its Proposal by written or email request which is received prior to the scheduled closing time for filing Proposals.

7. LATE PROPOSAL

Proposals received after the scheduled closing time for filing Proposals may be returned to the Proposer unopened, or may be treated as timely filed, in the sole discretion of The WP TMA.

8. EXECUTION

Each Proposal shall give the Proposer's full business address and bear its legal signature.

Proposals by partnerships must list the full name of all partners and be signed by a partner or agent authorized to execute the contract on behalf of the partnership and identified by printed name and title.

Proposals by corporations must bear the legal name of the corporation, the name of the state of incorporation, and the signature of the officer or agent authorized to legally bind the corporation.

Upon request by The WP TMA, satisfactory evidence of the authority of the partner or officer shall be furnished.

If the Proposal is signed by an agent who is not an officer of the corporation or a member of the partnership, a notarized Power of Attorney must be on file with The WP TMA prior to the opening of Proposals or be submitted with the Proposal.

**9. EXAMINATION OF PLANS,
SPECIFICATIONS, AND SITE
OF WORK**

It is understood that the Proposer, before submitting a Proposal, has made a careful examination of the plans, specifications, and contract, if applicable; that it has fully informed itself as to the quality and quantity of materials and the character of the work required; and that it has made a careful examination of the location and condition of the work and the sources of supply for materials.

10. COMPLIANCE

Each Proposer shall inform itself of, and the Proposer awarded a contract shall comply with, federal, state, and local laws, statutes, and ordinances relative to the performance under the contract, including federal and/or state requirements governing contracts involving the expenditure of public funds, if applicable. This requirement includes, but is not limited to, nondiscrimination in the employment of labor, protection of public and employee safety and health, environmental protection, waste reduction and recycling, the protection of natural resources, fire protection, burning and non-burning requirements, permits, fees and similar subjects.

**11. EQUAL EMPLOYMENT,
NONDISCRIMINATION**

The WP TMA and its contractors will not discriminate against any person(s), employee or applicant for employment based on race, creed, color, national origin, sex, sexual orientation, age, religion, disability, political affiliation or marital status. The WP TMA fully complies with Title VI of the Civil Rights Act of 1964 and related statutes and regulations in all programs and activities

12. PERMITS AND LICENSES

Each Proposer shall obtain and include in his Proposal the cost for all permits and licenses which may be required to perform the contract.

13. CONFLICT OF INTEREST

A Proposer filing a Proposal thereby certifies that no member of the board of directors and no officer, agent, or employee of The WP TMA has a pecuniary interest in this Proposal; that the Proposal is made in good faith without fraud, collusion, or connection of any kind with any other Proposer for the same call for Proposals; the Proposer is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.

SECTION B

GENERAL CONDITIONS

1. NOTICE OF AWARD

The WP TMA expects to award the contract within 20 calendar days of the date Proposals are due to be received. Upon acceptance of the Proposal, the WP TMA will mail or deliver a written Notice of Award to the office designated in the Proposal. The WP TMA reserves the right to accept or reject any or all Proposals, in whole or in part, to negotiate with any or all Proposers on modifications to proposals, to waive

formalities, to postpone award, or to cancel this RFB in part or in its entirety if it is in the best interest of the WP TMA to do so.

The Notice of Award shall not entitle the party to whom it is delivered to any rights whatsoever.

2. CONTRACT

Within 10 business days of receipt of the contract from The WP TMA, the Successful Proposer shall sign and deliver the Contract to The WP TMA.

3. INSURANCE

The successful Proposer(s) shall obtain and maintain in full force, and at its own expense, throughout the duration of the contract and any warranty or extension periods, the required insurances identified below. The WP TMA reserves the right to require additional insurance coverage as required by statutory or legal changes to the maximum liability that may be imposed on Oregon cities during the term of the contract. Successful Proposer shall be able to provide evidence that any or all subcontractors performing work or providing goods or services under the contract have the same types and amounts of insurance coverage as required herein or that the subcontractor is included under the Successful Proposers policy.

Workers' Compensation Insurance: Successful Proposer shall comply with the workers' compensation law, ORS Chapter 656 and as it may be amended. Unless exempt under ORS Chapter 656, The Successful Proposer and any/all subcontractors shall maintain coverage for all subject workers for the entire term of the contract including any contract extensions.

Commercial General Liability Insurance: Successful Proposer shall have Commercial General Liability (CGL) insurance covering bodily injury, personal injury, property damage, including coverage for independent successful Proposer's protection (required if any work will be subcontracted), premises/operations, contractual liability, products and completed operations, in per occurrence limit of not less than \$1,000,000, and aggregate limit of not less than \$2,000,0000.

Automobile Liability Insurance: Successful Proposer shall have automobile liability insurance with coverage of not less than \$1,000,000 each accident, and an umbrella or excess liability coverage of \$2,000,000. The insurance shall include coverage for any auto or all owned, scheduled, hired and non-owned auto. This coverage may be combined with the commercial general liability insurance policy.

Professional Liability & Errors & Omissions Insurance: Successful Proposer shall have Professional Liability and/or Errors & Omissions insurance to cover damages caused by negligent acts, errors or omissions related to the professional services, and performance of

duties and responsibilities of the Successful Proposer under this contract in an amount with a combined single limit of not less than \$1,000,000 per occurrence and aggregate of \$2,000,000 for all claims per occurrence. In lieu of an occurrence based policy, Successful Proposer may have claims-made policy in an amount not less than \$1,000,000 per claim and \$2,000,000 annual aggregate, if the Successful Proposer obtains an extended reporting period or tail coverage for not less than three (3) years following the termination or expiration of the Contract.

Additional Insurance: Any insurance required by Federal Law or State Statute or City Code; such as Bailees Insurance, Maritime Coverage, or other coverage(s).

Additional Insured: The liability insurance coverage, except Professional Liability, Errors and Omissions, or Workers' Compensation, shall be without prejudice to coverage otherwise existing, and shall name the WP TMA and City of Portland Bureau of Portland Parks & Recreation as Additional Insureds, with respect to the Successful Proposer's activities to be performed, or products or services to be provided. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Notwithstanding the naming of additional insureds, the insurance shall protect each additional insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured.

Continuous Coverage; Notice of Cancellation: The Successful Proposer agrees to maintain continuous, uninterrupted coverage for the duration of the Contract. There shall be no termination, cancellation, material change, potential exhaustion of aggregate limits or non-renewal of coverage without thirty (30) days written notice from Successful Proposer to the WP TMA. If the insurance is canceled or terminated prior to completion of the Contract, Successful Proposer shall immediately notify the WP TMA and provide a new policy with the same terms. Any failure to comply with this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract.

Certificate(s) of Insurance: Successful Proposer shall provide proof of insurance through acceptable certificate(s) of insurance and additional insured endorsement forms(s) to the WP TMA prior to the award of the Contract if required by the procurement documents (e.g., request for proposal), or at execution of Contract and prior to any commencement of work or delivery of goods or services under the Contract. The Certificate(s) will specify all of the parties who are endorsed on the

policy as Additional Insureds (or Loss Payees). The Successful Proposer shall pay for all deductibles and premium. The WP TMA reserves the right to require, at any time, complete, certified copies of required insurance policies, including endorsements evidencing the coverage required.

4. NOTICE OF ASSIGNMENT

The WP TMA will not recognize any assignment or transfer of any interest in this contract without its prior written consent.

5. FAILURE TO PERFORM

Should the Contractor fail to meet the agreed upon delivery schedule, thereby making it necessary for The WP TMA to purchase urgently-needed items from another source, the low Proposer shall pay the difference between the accepted low Proposal price and the purchase price or accept an offset against any monies then owed by The WP TMA.

6. PATENTS

The Contractor agrees to protect, to defend (if the WP TMA requests) and save WP TMA harmless against any demand for payment for wrongful or unauthorized use of any patented material, process, article, or device that may enter into manufacture, construction, or forms a part of the work covered by this contract.

7. INVOICES

Invoices shall be prepared and submitted with the following information: Contract or Purchase Order number (if any), item numbers, description of supplies or services, sizes, quantities, unit prices and extended totals.

8. LAW OF STATE OF OREGON

This contract is entered into within the state of Oregon, and the law of said State, whether substantive or procedural, shall apply and be followed with respect to this contract.

**9. SUBCONTRACTORS AND
SUPPLIERS**

Proposers must disclose the names and address of all subcontractors and suppliers. A Proposer filing a Proposal thereby certifies that no member of the board of directors and no officer, agent, or employee of The WP TMA has a pecuniary interest in any subcontractor or supplier.

10. PAYMENT TERMS

The WP TMA pays thirty (30) calendar days after invoice date. Final payment will be paid upon complete receipt of all agreed upon deliverables.

SECTION C

SPECIAL CONDITIONS

1. FUNDING SOURCE

The contract resulting from this RFB will be paid for in-part with federal funds. The Proposer shall comply with all applicable federal laws, regulations, executive orders, rules, policies, procedures and directives, whether or not expressly set forth in this Request for Proposal, including (without limitation) the following:

- all applicable terms and conditions set forth in the most recent FTA Master Agreement
- 49 CFR Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
- Federal Acquisition Regulations (FAR) 31.2, Contracts with Commercial organizations
- FTA Circular 5010.1D
- See ATTACHEMENT B

PART II

SCOPE OF WORK

SECTION A

OVERVIEW

1. INTRODUCTION

The Washington Park Transportation Management Association (WP TMA) is a 501(c)3 private non-profit created in 2013 to implement a diverse and innovative package of access management tools that maximize safe and convenient access to and from the Park, its institutions, and the adjacent neighborhoods. The WP TMA is governed by an eleven member board including senior level representatives from the Portland Children's Museum, Portland Parks & Recreation, TriMet, Oregon Zoo, World Forestry Center, Hoyt Arboretum Friends, Portland Japanese Garden, Sylvan Highlands Neighborhood Association, Arlington Heights Neighborhood Association, and two at-large members.

For more information about Washington Park visit washingtonparkpdx.org.

2. BACKGROUND

The WP TMA is part of a broad range of park-wide changes that include a new pay to park system that went live on January 10, 2014, additional Park Ranger presence, improved park maintenance, and a free park-wide bus loop that began service in May 2014.

The WP TMA is currently managing the washingtonparkpdx.org webpage, which was created as a collaborative effort by all the Park venues to provide information about Washington Park in one location. This website no longer meets our needs. Additional outreach has revolved solely around the activation of the pay to park system. This outreach has been branded under an existing color and design scheme specifically created for the pay to park system. As a new organization, the WP TMA has no existing branding or communications materials.

The WP TMA requires a simple, yet exceptional branding scheme that fulfills our commitment to be the 'gateway' that makes it easy for Washington Park visitors, employees, and neighbors to find and use transportation information about the park. In addition, we need a website and other related materials to enable us to effectively communicate with the public, stakeholders, employees, and the approximate 3 million visitors to Washington Park every year.

SECTION B

SCOPE

1. SCOPE OF WORK

The WP TMA seeks a consultant or agency with expertise for the following tasks:

- **Task 1: Brand Identity:** Creation of organization name, logo, organization materials (letterhead, email newsletter masthead, etc.)
- **Task 2: Design and Creation of Mobile-Compatible Website** (In English and Spanish. Note translation of website into additional languages under Task 4)
- **Task 3: Five-year Outreach Plan:** Creation of a five-year outreach and marketing plan to visitors and employees of Washington Park, with a detailed one-year plan that describes a prioritized list of activities based on effectiveness, capacity, and budget level. This task also includes an evaluation of the outreach plan so that it can be refined in years 2-5.
- **Task 4: Optional Tasks:**
 - On-going marketing and outreach services support
 - Park brochure (English and Spanish)
 - Translation of website into multiple languages (Russian, Vietnamese, Chinese, French, and other languages)
 - Mobile app that incorporates pay-by-phone (3rd party), events, real-time parking information, and shuttle information.

TASK 1: BRAND IDENTITY

Create a brand identity for the Washington Park Transportation Management Association that can be used to help market Washington Park and travel information to and around the park.

It is expected that the Proposer will interview staff, Board members, and a limited number of other partners and conduct research (review existing documents that discuss the purpose and mission of the organization) as necessary to understand the full scope and mission of the WP TMA. While this component is expected to ensure that the Board members and interested parties have a shared vision of the WP TMA, it is not expected to be an exhaustive process. Special attention must be made to ensure the brand identity complements the existing brands, ideals, and marketing campaigns already in use by our partner venues. These partners include Portland Parks & Recreation, the Oregon Zoo, Portland Children's Museum, World Forestry Center, Portland Japanese Garden, and Hoyt Arboretum.

The brand identity task should include the following deliverables:

1. **Name:** Develop an easily recognizable name that the WP TMA organization can be identified by.
2. **Logo:** The final deliverable should include a custom logo that can be used in grayscale, reverse, and full color. Both a horizontal and vertical layout of each version should be provided. Files should be provided in the following formats: jpg, pdf, eps.
3. **Organizational Materials:** The Proposer will provide the WP TMA with templates for the following items: Letterhead, envelopes, memorandum, business cards, electronic newsletter mastheads, etc.
4. **Style Guideline:** The final deliverable should include a high-level style guideline that dictates the proper usage of the logo. The deliverable should be a succinct document that can be easily used by TMA staff as a guiding reference. The deliverable should be provided in both a pdf format as well as an editable format (ie. Microsoft Word). The document should include, but not be limited to, the following themes:
 - A. **Usage:** Logo usage rules for both print and web use.
 - B. **Colors:** Colors for both print and web. All colors should be provided in CMYK, Pantones, and RGB.
 - C. **Spacing:** Requirements for white space around the logo. Requirements should be specified as a portion of the logo rather than inches or centimeters.

Example:



- D. **Fonts:** Define the brand typeface, size, line height and width, spacing and colors that should be used in coordination with the logo.
- E. **Voice:** Describe the tone that written materials should take (such as authoritative, conversational, etc.).
- F. **Layout:** Define the appropriate use for both the horizontal and vertical layout of the logo. This may include creating boilerplate letterhead, mailers, and handouts.

TASK 2: DESIGN AND CREATION OF MOBILE-COMPATIBLE WEBSITE

Design and create a new website for both desktop and mobile platforms to market and provide information on the park, its amenities, and how to access the park. The website should be easily editable by WP TMA staff and should be able to expand as the organization expands. Our

desire is to have a website platform that includes a branded content management system, so that basic and advanced users can simply add, remove, or edit pages. The website must look and feel like a gateway to Washington Park.

The exact content and layout of the website will be determined in coordination with WP TMA Staff and the design team. The communications subcommittee still has many questions regarding what should be on the website and we are looking for the Proposers expertise regarding how the website, mobile site, and potentially an app could all work together. The WP TMA is currently in negotiations with a contractor to provide a pay-by-phone service for the parking meter system through a mobile app, as well as text and phone. The WP TMA needs advice on how best to integrate that technology into the website, mobile website, and possibly an app. Proposers should describe their approach and associated costs with this in mind.

That said, the basic layout of the site should include, but is not limited to, the following elements:

- Home Page
 - Should include area that can rotate a highlighted specific aspect of the park, such as the park-wide shuttle
 - A “park wide notice” top-level bar that can be activated to share real-time, park-wide parking, safety, traffic, inclement weather, or other notices as needed.
 - Upcoming events (highlights from the Calendar of Events, see below)
- “Inside the Park”
 - Links and descriptions of all attractions
 - Calendar of Events. This page should allow for venue staff to access a password protected site and upload information that either goes directly in the Calendar of Events (for trusted sources) or needs approval from a site administrator
 - Event Space
- Transportation / Getting Here
 - Directions via transit, car, bike, and walking.
 - Parking Info
 - Locations
 - Costs
 - Overflow lots
 - Purchase parking permits
 - Transit Info. Integration with TriMet bus and Max schedules and Trip Planner is desired.
 - Shuttle Info (potential GPS tracking with live updates on mobile website/app)

- Park Information
 - Hours
 - Map with links to venues
 - History of Park
- About Us
 - History
 - Staff and Board
 - Meetings and Documents
 - Contact Us

The WP TMA currently manages a website that was created in 2007 by the Washington Park Alliance, a working group that consists of the directors of all park venues, including Portland Parks & Recreation. This new website would take the place of the existing site which can be found at www.washingtonparkpdx.org.

The following websites could serve as examples for the WP TMA website:

<http://www.balboapark.org/>
<http://downtownportland.org/>
<http://www.centralparknyc.org/>
<http://washingtonpark.org/>

In addition, the WP TMA would like an “intranet” page that is password protected (or requires approval from an administrator) for staff and Board access to documents and information. Staff email access via the website is also desirable. Currently staff email is coordinated through the World Forestry Center and it needs to migrate to an independent system that is accessible remotely through the website as well as on a local network in the WP TMA office.

Task 2 should include the following deliverables:

1. A web-optimized version of the website in multiple languages (TBD)
2. A mobile-optimized version of the website
3. Website and mobile-optimized site testing to ensure that they work on a variety of devices and platforms.
4. Tutorial for WP TMA staff on how to edit and add content the site
5. Tutorial for WP TMA staff on how to use and analyze data from Google Analytics (or other analytic software)
6. Fine-tune the website approximately six months after launch based on analytic data
7. A proposed contract for on-going website support.

TASK 3: FIVE-YEAR MARKETING OUTREACH PLAN (WITH DETAILED ONE-YEAR PLAN)

This task is for a high-level five-year marketing and messaging outreach plan, with a one-year (July 2015-June 2016 FY) detailed plan. The plans should address the following:

1. **Outreach Plan.** Develop an outreach strategy that: (1) provides information on traveling to and parking (if appropriate) at Washington Park, and (2) promotes the venues. This outreach plan should include a list of outreach tools and actions that the WP TMA should undertake. It may include, but is not limited to, blogs, email campaigns, media buys, social media, online business listings, public relations, and partnership opportunities.
2. **Outreach Tools.** Identify appropriate tools for disseminating WP TMA information for first-year operations. Tools should specify the park audience(s) they address: volunteers, local visitors, regional visitors, out of state visitors, or employees and should include such things as social media, printed collateral, branded swag, press releases, and web.
3. **Outreach Action.** Identify how each dissemination tool should be utilized. Final deliverable should include a high-level timeline and tactics for utilizing recommended tools.
4. **Evaluation and Refinement.** Both the one-year and five year plans should include an evaluation component so that outreach in years 2-5 (or mid-year, if appropriate) can be refined and improved to better reach target audiences.

The final deliverable should include help the WP TMA Board and staff understand the benefits of doing different types of outreach and provide the information necessary to prioritize different outreach activities. The WP TMA is applying for grants this fall to conduct outreach, and staff does not know how much funding will be available for outreach. Given this uncertainty, the outreach plans should provide a prioritized list of activities with three budget ranges over a two year period:

- **Level 1: <\$25,000 marketing budget.** If the WP TMA has less than \$25,000 to spend on marketing and outreach, what are some of the activities they can do with existing WP TMA staff and Board resources and the tools that are available (such as the website, simple brochures, free press, etc.)
- **Level 2: \$25,000-\$50,000 budget.** Describe additional activities could the WP TMA do with \$25,000 to \$50,000.

- **Level 3: \$50,000-\$75,000 budget.** Describe additional activities could the WP TMA do with \$50,000-\$75,000.

TASK 4: OPTIONAL TASKS

The WP TMA is considering the inclusion of the following tasks:

- **On-going marketing and outreach services support.** Depending on budgeting and WP TMA staff resources, we may wish to retain the marketing firm to help implement the one-year outreach plan. Please briefly describe your approach to implementation of the outreach plan and how your services might differ depending on which of the three budget levels of activities is available.
- **Park brochure (English and Spanish).** One of the products that the WP TMA hopes to create is a printed park brochure that shows a map of the park, transportation routes (roads, trails, bus, Max, bike), parking, fees, information about venues, etc. Describe the special skills your firm(s) offer (mapping, etc.) and provide at least two examples of comparable brochures.
- **Translation of website (or potentially a subset of the website) into multiple languages.** It is likely that the WP TMA will want to translate a subset of the website into multiple languages. Please describe what process you would use to recommend additional languages and how updates would be done. If possible, list an approximate cost per language (and note if some languages are significantly more expensive to translate than others). Possible website languages are (but not limited too): Spanish, Russian, Vietnamese, Chinese, French, and other languages.
- **Mobile App.** The WP TMA is unsure, at this point, if it makes sense to develop a mobile app. A mobile app could accessing transportation, parking and shuttle information easier. Proposers are asked to describe their approach, issues to consider, and estimated cost to develop a mobile app.

Team Communication Expectations

Throughout the entire project, the consultant team should remain in clear communication with WP TMA staff and a communications subcommittee of the board of directors. Communication should include the following:

1. At a minimum, the designated project leader will check-in with the WP TMA Executive Director on a weekly basis.
2. The Consultant will conduct interviews or information gathering sessions (as appropriate) with the WP TMA Board and other knowledgeable people to help gather information for brand development, website development, and outreach.
3. Attendance at WP TMA communications subcommittee meetings (once every three to four weeks during the duration of the project)

and occasional monthly Board meetings (between three and five) to inform members of work and receive feedback on project deliverables.

4. The proposal for each component of the major deliverables should include a clearly stated process for evaluation choices, editing, and selecting the final product. This should include how the consultant team will involve the WP TMA at each of those points.

2. BUDGET GUIDELINE

The proposed budget should include a suggested work plan and a breakdown of fees for professional services, hours, meetings, and administrative services, including taxes. The anticipated budget range for this project is \$75,000 to \$95,000 for Tasks 1-3, and approximately \$15,000 to \$20,000 for all or some of the Task 4 Optional Tasks. Please estimate your true cost to complete the Optional Tasks, as the WP TMA may not choose to do all Optional Tasks as part of this project.

3. QUALIFICATIONS AND EXPERIENCE

Proposers shall have at least (5) years' experience providing the following services:

- Developing a brand for organizations, including logos and templates for organization materials (letterhead, email newsletters, brochures, etc.)
- Developing effective and measurable marketing, outreach, and engagement campaigns
- Knowledge of change theory and community based social marketing
- Web design

4. TIMELINE FOR SELECTION

The following dates are proposed as a timeline for this project.

All times are PST.

Questions and Clarifications due	Tuesday, November 4, 2014, 1:00 pm
Pre-Submittal Meeting	Wednesday, November 5, 2014 10:00 am (4033 SW Canyon Rd. Portland, OR, 97221)
Addendum Posted*	Friday, November 7, 2014
Proposals Due	Friday, November 14, 2014, 3:00 pm
Interviews	Wed. and Thurs, December 3 and 4, 2014
Notice of Intent to Negotiate and Award	Friday, December 12, 2014
Project Starts	Thursday, January 1, 2015
Website goes live	Monday, June 1, 2015
All deliverables due	Tuesday, June 30, 2015

The WP TMA reserves the right to make adjustments to the above noted schedule as necessary.

***Proposers must register at <http://washingtonparkpdx.org/rfp/> to receive an e-mail with addendum.**

SECTION C

WORK REQUIREMENTS

1. DELIVERABLE AND SCHEDULE

Deliverables shall be considered those tangible resulting work products that are to be delivered to the WP TMA such as draft documents, website framework, branding artwork and any relevant reports.

All deliverables and resulting work products from this contract will become the property of the WP TMA. As such, the Proposer or any Subcontractors grant the WP TMA the right to copy and distribute (in any and all media formats) project deliverables for regulatory, project certification/recognition, program development, public education, and/or any purposes at the sole discretion of the WP TMA.

All deliverables are due to the WP TMA by July 30, 2015.

2. PLACE OF PERFORMANCE

Contract performance will take place primarily at the successful Proposer's facility.

On occasion and as appropriate, work will be performed in Washington Park, a third-party location, or any combination thereof.

3. PERIOD OF PERFORMANCE

The WP TMA anticipates having the successful Proposer begin work immediately upon contract execution with submittal of final deliverables to the WP TMA occurring no later than July 30, 2015

Proposals containing earlier completion of the deliverables are acceptable and encouraged.

PART III PROPOSAL PREPARATION AND SUBMITTAL

SECTION A

PRE-SUBMITTAL MEETING CLARIFICATION

1. PRE-SUBMITTAL MTNG.

A pre-submittal meeting is scheduled for November 5, 2014 at 10:00 am PST at:

Merlo Hall
World Forestry Center
4033 SW Canyon Road
Portland, OR 97221

E-mail: heather@washingtonparkpdx.org

Proposers are not required to attend the pre-proposal meeting. Any clarifying information presented at the pre-submittal meeting will be included in the RFP clarification addendum detailed below (Part III, Section A, 2).

To receive a copy of the addendum via e-mail, Proposer must register online at <http://washingtonparkpdx.org/rfp/>.

2. RFP CLARIFICATION

Questions and requests for clarification regarding this Request for Proposal must be directed in writing, via email, to the person listed below. **The deadline for submitting such questions/clarifications is 7 days prior to the proposal due date.** An addendum will be issued no later than 72 hours prior to the proposal due date to all recorded holders of the RFP if a substantive clarification is in order. See Timeline for Selection for a full proposal timeline.

Heather McCarey
Executive Director
WP TMA
4033 SW Canyon Road
Portland, OR 97221

E-mail: heather@washingtonparkpdx.org

SECTION B

PROPOSAL SUBMISSION

1. PROPOSALS DUE

Sealed proposals must be received no later than the date and time, and the location, specified on the covers of this solicitation. It is the Proposer's responsibility to ensure that proposals are received prior to the specified closing date and time, and at the location specified. Proposals received after the specified closing date and time shall not be considered and will be returned to the Proposer unopened.

2. PROPOSAL

Proposals must be clear and succinct with a maximum of fifteen (15) pages for Tasks 1-3, with an additional four (4) pages for Task 4 (to describe your approach to the optional tasks (maximum one (1) page per optional task)). Section dividers, title pages, table of contents, cover letter, and work examples (limit of seven (7) work examples) do not count in the overall page count of the proposal. Proposers who submit more than the pages indicated may not have the additional pages of the proposal read or considered.

3. PROPOSAL SUBMISSION

For purposes of this proposal submission, the proposer shall submit: Three (3) original printed copies, and one (1) PDF format copy on CD disk or flash drive.

4. COST OF RESPONDING

All costs incurred by the Proposer in preparation of proposals to this solicitation, including presentations to the WP TMA and/or for participation in an interview shall be borne solely by the Proposer; the WP TMA shall not be liable for any of these costs. At no time will the WP TMA provide reimbursement for submission of a proposal unless so stated herein.

5. ORGANIZATION OF PROPOSAL

Proposers must provide all information as requested in this Request for Proposal (RFP). Proposals must follow the format outlined in this RFP. Additional materials in other formats or pages beyond the stated page limit(s) may not be considered. The WP TMA may reject as non-responsive, at its sole discretion, any proposal or any part thereof, which is incomplete, inadequate in its response, or departs in any substantive way from the required format. Proposals shall be organized in the following manner:

1. Cover Letter (not included in page count)
2. Project Team
3. Team's Capabilities and Experience
4. Project Approach and Understanding
5. Optional Tasks
6. Corporate Responsibility: Sustainability, Diversity, and Social Equity
7. Project Budget
8. References
9. Work examples

SECTION C

PROPOSAL CONTENT

1. COVER LETTER

The Cover Letter must include the following:

- RFP number and project title
- Full legal name of proposing business entity
- Structure or type of business entity
- Name(s) of the person(s) authorized to represent the Proposer in any negotiations

- Name(s) of the person(s) authorized to sign any contract that may result
- Contact person's name, mailing or street addresses, phone and fax numbers and email address
- Statement that no redactions are requested, if applicable
- Statement that the proposal is good for ninety (90) days

A legal representative of the Proposer, authorized to bind the Proposer in contractual matters must sign the Cover Letter.

2. PROJECT TEAM

Please provide the following:

- Approximate number of people to be assigned to the project.
- Extent of company's principal member's involvement.
- Names of key personnel who will be performing the work on this project, and:
 - Their roles and responsibilities on this project
 - Current assignments and location
 - Directly relevant experience on similar or related projects
 - Unique qualifications
 - Demonstrated performance record of key personnel
- Proposals must identify a proposed project manager who would be responsible for the day-to-day management of project tasks and would be the primary point of contact with your firm. Describe the project manager's experience with similar projects and with managing and leading interdisciplinary teams. List other projects the proposed project manager is currently assigned to.
- Team qualifications and experience on similar or related projects:
 - Qualifications and relevant experience of prime consultant
 - Qualifications and relevant experience of sub-consultants, if any

3. PROPOSER'S CAPABILITIES AND EXPERIENCES

Describe the primary (and sub-consultant if applicable) firm's capabilities and experiences related to organizational branding, web design, and outreach strategy development. Examples should demonstrate previous or current work detailing the scope of the projects, ideas the team brought to enhance the project, and examples of website maintenance and ongoing enhancements for clients.

4. PROJECT APPROACH

For each phase of work, the project approach should:

- Describe the proposed work tasks and activities, and provide a narrative description of how the firm proposes to execute the tasks during each phase of the project.
- Identify the team members who will work on each task.

- Describe the proposed work products that will result from each task or activity.
- Identify points of input and review with WP TMA staff.
- Identify the time frame estimated to complete each task
- Indicate the number of meetings with the WP TMA staff and Communications Subcommittee
- Budget for each task

5. OPTIONAL TASKS

Briefly (maximum one page per optional task) describe your approach, estimated budget, and timeframe for completing the following optional tasks:

- On-going creative services support
- Washington Park brochure (English and Spanish)
- Translation of website into multiple languages (Russian, Vietnamese, Chinese, French, and other languages)
- Intranet (for Board member and staff information and staff access to email)

6. CORPORATE RESPONSIBILITY

The WP TMA is interested in doing business with vendors that carry out their business in a sustainable manner. From the list below, please choose the sustainable practice/s the Proposer will consider for this procurement and explain how the Proposer will address sustainable business practices in this procurement.

What sustainable business practices will you consider for this procurement:

☐ *Energy Conservation*

(i.e. computer power management; energy efficient lighting; Energy Star electronics))

☐ *Water Conservation*

(i.e. low flow faucets; high efficiency laundry equipment; low water landscaping plans)

☐ *Waste Management and Reduction*

(i.e. e-waste recycling, composting program; paper reduction; buying in bulk)

☐ *Alternative Fuels and Transportation Options*

(i.e. commuting options; bus pass program; hybrid electric vehicles; fuel efficient vehicles)

☐ *Sustainable Purchasing*

(i.e. recycled content products; green cleaning products; local food)

☐ *Fair trade and fair labor*

(i.e. sweatshop free uniforms; fair trade certified goods; fair labor practices)

☐ *Community engagement*

(i.e. LEED cleaning standards; certified green cleaning products such as Green Seal or EcoLogo)

☐ *Support for under-served populations*

(i.e. volunteering in the community; outreach for recruiting; partnering with community groups)

☐ *Other*

Enter any language you may be using in the procurement here.

7. PROJECT BUDGET

The proposal shall include the Proposer's true estimated cost or fixed-price estimate for the proposed project approach irrespective of the WP TMA's anticipated cost. Please break down the cost of each task, with the Task 4 Optional Tasks listed (but not included in the total amount for Tasks 1 – 3). Additionally, this cost shall include the hourly rates of each person associated with the project as well as the estimated number of hours each staff member will be expected to work on each task. List any anticipated expenses.

8. REFERENCES

List at least three references, include the client contact, organization, address, phone number, and email address. Provide a brief project description (no more than one sentence) (or title of the project if it was previously listed in the Proposers Capabilities and Experience section).

9. WORK EXAMPLES

Provide up to seven (7) (pages or documents) examples of work you have completed. This could be links to websites (one page of websites), brochures (each brochure is considered one document, please provide two if you are responding to Task 4, brochures), branding materials, an outreach plan, etc.

PART IV

PROPOSAL EVALUATION

SECTION A

PROPOSAL REVIEW AND SELECTION

1. EVALUATION CRITERIA

A Selection Review Committee (Committee) will be appointed to evaluate the proposals received. For the purpose of scoring proposals, each Committee member will evaluate each proposal in accordance with the criteria listed in Part II, Section C. The Committee may seek the assistance of outside expertise, including, but not limited to, technical advisors. The Committee will require a minimum of ten (10) working days to evaluate and score the proposals.

The choice of how to proceed, decisions to begin or terminate negotiations, determination of a reasonable time, decisions to open negotiations with a lower scoring Proposer, and any decision that a solicitation should be cancelled are all within the sole discretion of the WP TMA.

Evaluation – Written Scoring: Responses meeting the mandatory requirements will be further evaluated as part of Evaluation – Written Scoring. One hundred possible points are available as follows:

EVALUATION CRITERIA	
Criteria	Maximum Score
1. Cover Letter	REQUIRED
2. Project Team	15
3. Team's Experience	10
4. Project Approach	50
5. Optional Tasks	5
6. Corporate Responsibility	10
7. Project Cost	10
TOTAL	100

Evaluation – Oral Scoring (if necessary): If oral interviews or presentations are determined to be necessary, this next step will consist of oral presentations and further clarification of the Proposer's response. The number of proposals on the "short list" depends on whether the Committee believes such proposals have a reasonable chance of leading to the award of a contract. Proposers invited to present will be given additional information regarding the TMA's desired content a reasonable time before the scheduled oral interviews/presentations are held.

2. SCORING PROCESS

For the written evaluation, the sum of all points earned by a Proposer from all proposal evaluators will be the Total Overall Score. The Evaluation Committee may focus on only a limited number of proposals

by developing a “short list” to move on to a presentation stage or may proceed directly to contract negotiation and award.

References will be called only for finalists and scored based on positive reviews of work done, including staying on budget and schedule, ease of working with the Proposer, exemplary communications, value of product deliverables, and other factors.

The highest scoring proposal, based on their Total Overall Score, may be identified as the Finalist.

3. CLARIFYING PROPOSALS DURING EVALUATION

At any point during the evaluation process, the WP TMA is permitted, but is not required, to seek clarification of a proposal. A request for clarification does not permit changes to a proposal.

SECTION B

CONTRACT AWARD

1. CONSULTANT SELECTION

Following the Evaluation Committee’s final determination of the highest scored Proposer, the WP TMA will issue a Notice of Intent to Negotiate and Award and begin contract negotiations. The WP TMA will attempt to reach a final agreement with the highest scoring Proposer. However, the WP TMA may, in its sole discretion, terminate negotiations and reject the proposal if it appears agreement cannot be reached. The WP TMA may then attempt to reach a final agreement with the second highest scoring Proposer and may continue on, in the same manner, with remaining proposers until an agreement is reached.

2. REVIEW

Following the Notice of Intent to Negotiate and Award, Proposers not awarded the contract may seek additional clarification or debriefing, request time to review the selection procedures or discuss the scoring methods utilized by the evaluation committee.

3. SAMPLE CONTRACT

The public contract included as ATTACHMENT A is a standard agreement approved for use by The WP TMA. This is the contract the successful Proposer will enter into with The WP TMA; it is included for your review prior to submitting a Proposal.

ATTACHMENT A

SAMPLE CONTRACT

CONTRACT NO. _____

CONTRACT

THIS Contract is entered into between The WP TMA, an Oregon nonprofit corporation, whose address is 4033 SW Canyon Rd. Portland, Oregon 97221, and _____, whose address is _____, hereinafter referred to as the "CONTRACTOR."

THE PARTIES AGREE AS FOLLOWS:

ARTICLE I SCOPE OF WORK

CONTRACTOR shall perform the work and/or deliver to THE WP TMA the goods or services described in the Scope of Work attached hereto as Attachment A. All services and goods shall be of good quality and, otherwise, in accordance with the Scope of Work.

ARTICLE II TERM OF CONTRACT

The term of this Contract shall be for the period commencing _____, 20____ through and including _____, 20____.

ARTICLE III CONTRACT SUM AND TERMS OF PAYMENT

THE WP TMA shall compensate the CONTRACTOR for work performed and/or goods supplied as described in the Scope of Work. THE WP TMA shall not be responsible for payment of any materials, expenses or costs other than those which are specifically included in the Scope of Work.

ARTICLE IV INDEPENDENT CONTRACTOR AND LIABILITY

CONTRACTOR is an independent contractor and assumes full responsibility for the content of its work and performance of CONTRACTOR'S labor, and assumes full responsibility for all liability for bodily

injury or physical damage to persons or property arising out of or related to this Contract., CONTRACTOR is solely responsible for paying CONTRACTOR'S subcontractors and nothing contained herein shall create or be construed to create any contractual relationship between any subcontractor(s) and THE WP TMA.

ARTICLE V INDEMNITY

Contractor shall indemnify, defend and hold harmless THE WP TMA, its directors, officers, agents and employees, and the City of Portland by and through its Parks and Recreation Bureau, its officers, employees and agents (collectively, "Indemnified Parties") from any and all liabilities, obligations, claims, demands, damages, suits, actions, causes of action, charges, judgments, losses, costs and expenses, including reasonable attorney's fees and court costs, of any nature whatsoever that may be imposed upon, incurred or paid by, or asserted against the Indemnified Parties, resulting from, arising out of or in any way connected with any act or omission of Contractor relating to its performance of this Contract. If any action or proceeding is brought against the Indemnified Parties, or either of them, which action or proceeding is based upon a claim for which Contractor is obligated to indemnify such party hereunder, the Indemnified Party shall have the right to be defended by counsel acceptable to it.

ARTICLE VI TERMINATION

THE WP TMA may terminate this Contract upon giving CONTRACTOR seven (7) days written notice. In the event of termination, CONTRACTOR shall be entitled to payment for work performed to the date of termination. THE WP TMA shall not be liable for indirect, consequential damages or any other damages. Termination by THE WP TMA will not waive any claim or remedies it may have against CONTRACTOR.

ARTICLE VII INSURANCE & BONDS

CONTRACTOR shall purchase and maintain at CONTRACTOR'S expense, the following types of insurance covering the CONTRACTOR, its employees and agents.

A. Broad form comprehensive single limit general liability insurance covering personal injury and property damage, shall be a minimum of \$2,000,000 per occurrence. In the alternative, the insurance coverage shall be a minimum of \$1,000,000 for personal injury to each person and \$2,000,000 per occurrence, and \$2,000,000 for each occurrence involving property damage, The policy must be endorsed with contractual liability coverage. The WP TMA, directors, officers, employees and agents and The City of Portland by and through its Parks and Recreation Bureau, its officers, employees and agents, shall be named as ADDITIONAL INSURED.

B. Automobile bodily injury and property damage liability insurance. Insurance coverage shall be a minimum of \$1,000,000 per person and \$2,000,000 per occurrence. THE WP TMA, directors, officers, employees, and agents and The City of Portland by and through its Parks and Recreation Bureau, its officers, employees and agents, shall be named as ADDITIONAL INSUREDS. Notice of any material change or policy cancellation shall be provided to THE WP TMA and The City of Portland by and through its Parks and Recreation Bureau thirty (30) days prior to the change.

C. Workers' compensation insurance in compliance with ORS 656.017.

This insurance must cover CONTRACTOR'S operations under this Contract, whether such operations be by CONTRACTOR or by any subcontractor or anyone directly or indirectly employed by either of them.

CONTRACTOR shall provide THE WP TMA with a certificate of insurance complying with this article within fifteen (15) days of execution of this Contract or twenty-four (24) hours before services under this Contract commence, whichever date is earlier.

ARTICLE VII

PUBLIC WORKS CONTRACTS

For public works subject to ORS 279C.800 to 279C.870, with a total project cost that exceeds \$100,000, CONTRACTOR and every subcontractor shall have a public works bond for the amount of \$30,000 with a corporate surety authorized to do business in Oregon as required by ORS 279C.836 on file with the Construction Contractors Board (CCB) before starting work on a contract or subcontract for a public works project, unless exempt as a disadvantaged, minority, women or emerging small business under ORS 279C.836(7).

For public works subject to ORS 279C.800 to 279C.870 with a total project cost of \$50,000 or more, the Contractor shall pay prevailing wages. If such public work is subject both to ORS 279C.800 to 279C.870 and to 40 U.S.C. 276a, the Contractor and every subcontractor on such public work shall pay at least the higher prevailing wage. In addition, the Contractor shall pay an administrative fee as provided in ORS 279C.825(1) to the Bureau of Labor and Industries pursuant to the administrative rules established by the Commissioner of Labor and Industries. Contractors must promptly pay, as due, all persons supplying to such contractor labor or material used in this contract. . Contractors are required to pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

For work subject to Federal Highway Administration rules in 49 CFR Part 382 and National Highway Traffic Safety Administration rules in 49 CFR Part 40 Contractor must demonstrate that an employee drug-testing program is in place.

ARTICLE VIII ATTORNEY'S FEES

In the event of any litigation concerning this Contract, the prevailing party shall be entitled to reasonable attorney's fees and court costs, including fees and costs on appeal to any appellate courts.

ARTICLE IX QUALITY OF GOODS AND SERVICES

Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of the highest quality. All workers and subcontractors shall be skilled in their trades. CONTRACTOR guarantees all work against defects in material or workmanship for a period of one (1) year from the date of acceptance or final payment by THE WP TMA, whichever is later. All guarantees and warranties of goods furnished to CONTRACTOR or subcontractors by any manufacturer or supplier shall be deemed to run to the benefit of THE WP TMA.

ARTICLE X

OWNERSHIP OF DOCUMENTS

Unless otherwise provided herein, all documents, instruments and media of any nature produced by Contractor pursuant to this agreement are Work Products and are the property of The WP TMA, including but not limited to: drawings, specifications, reports, scientific or theoretical modeling, electronic media, computer software created or altered specifically for the purpose of completing the Scope of Work, works of art and photographs. Unless otherwise provided herein, upon The WP TMA request, Contractor shall promptly provide The WP TMA with an electronic version of all Work Products that have been produced or recorded in electronic media. The WP TMA and Contractor agree that all work Products are works made for hire and Contractor hereby conveys, transfers, and grants to The WP TMA all rights of reproduction and the copyright to all such Work Products.

ARTICLE XII
RIGHT TO WITHHOLD PAYMENTS

THE WP TMA shall have the right to withhold from payments due CONTRACTOR such sums as necessary, in THE WP TMA's sole opinion, to protect THE WP TMA against any loss, damage or claim which may result from CONTRACTOR'S performance or failure to perform under this agreement or the failure of CONTRACTOR to make proper payment to any suppliers or subcontractors. In addition for public improvement work, if a CONTRACTOR is required to file certified statements under ORS 279C.845, THE WP TMA shall retain 25 percent of any amount earned by the CONTRACTOR on the public works until the contractor has filed all required certified statements with THE WP TMA.

If a liquidated damages provision is contained in the Scope of Work and if CONTRACTOR has, in THE WP TMA's opinion, violated that provision, THE WP TMA shall have the right to withhold from payments due CONTRACTOR such sums as shall satisfy that provision. All sums withheld by THE WP TMA under this Article shall become the property of THE WP TMA and CONTRACTOR shall have no right to such sums to the extent that CONTRACTOR has breached this Contract.

ARTICLE XIII

SAFETY

If services of any nature are to be performed pursuant to this agreement, CONTRACTOR shall take all necessary precautions for the safety of employees and others in the vicinity of the services being performed and shall comply with all applicable provisions of federal, state and local safety laws and building codes, including the acquisition of any required permits.

ARTICLE XIV
INTEGRATION OF CONTRACT DOCUMENTS

All of the provisions of any procurement documents including, but not limited to, the Advertisement for Proposals, Proposals or responses, General and Special Instructions to Proposers, Proposal, Scope of Work, and Specifications which were utilized in conjunction with the Proposals of this Contract are hereby expressly incorporated by reference. Otherwise, this Contract represents the entire and integrated agreement between THE WP TMA and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed by both THE WP TMA and CONTRACTOR. The law of the state of Oregon shall govern the construction and interpretation of this Contract.

ARTICLE XV
COMPLIANCE

CONTRACTOR shall comply with federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, non-discrimination, safety and health, environmental protection, waste reduction and recycling, fire protection, permits, fees and similar subjects.

ARTICLE XVI
ASSIGNMENT

CONTRACTOR shall not assign any rights or obligations under or arising from this Contract without prior written consent from THE WP TMA.

CONTRACTOR NAME

THE WP TMA

By_____

By_____

Date_____

Date_____

ATTACHMENT B

FEDERAL CLAUSES

The Contractor agrees to comply with all applicable Federal Clauses as outlined in the **October 1, 2012 FTA Master Agreement [FTA MA 19]** including, but not limited to, the following:

A. Application of Federal, State, and Local Laws, Regulations and Guidance.

For purposes of this Master Agreement:

(1) Federal requirement. A Federal requirement includes, but is not limited to a:

- (a) An applicable Federal law,
- (b) Applicable Federal regulation,
- (c) Provision of the Recipient's Underlying Agreement, or
- (d) Provision of this Master Agreement,

(2) Federal guidance. Federal guidance includes, but is not limited to:

(a) Federal guidance such as a:

- 1 Presidential Executive Order,
- 2 Federal order that applies to entities other than the Federal Government,
- 3 Federal published policy,
- 4 Federal administrative practice,
- 5 Federal guideline,
- 6 Letter signed by an authorized Federal official, and
- 7 Other applicable Federal guidance as defined at section 1.j of this Master Agreement, or

(b) Other Federal publications or documents providing official instructions or advice about a Federal program that:

- 1 Are not designated as a "Federal Requirement" in section 2.c (1) of this Master Agreement, and
- 2 Are signed by an authorized Federal official,

(3) Compliance. The Recipient understands and agrees that:

(a) Federal Requirements. It must comply with all Federal requirements that apply to itself and its Project,

(b) Federal Guidance. FTA strongly encourages the Recipient and each of its Third Party Participants to follow Federal guidance as described in the preceding section 2.c(2) of this Master Agreement to ensure satisfactory compliance with Federal requirements,

(c) Alternative Actions. It may violate Federal requirements if it:

- 1 Adopts an alternative course of action not expressly authorized by the Federal Government in writing, and

2 Has not first secured FTA's approval of that alternative in writing,
[FTA Master Agreement §2.c (1) (2) (3)]

B. No Federal Government Obligations to Third Parties.

Except as the Federal; Government expressly consents in writing, the Recipient agrees that:

(1) The Federal Government shall not be subject to any obligations or liabilities related to:

- (a) The Project,
- (b) Any Third Party Participant at any tier, or
- (c) Any other person or entity that is not a party (Recipient or FTA) to the underlying Agreement for the Project, and

(2) Notwithstanding that the Federal Government may have concurred in or approved any solicitation or third party agreement at any tier that has affected the Project, the Federal Government shall not have obligation or liability to any:

- (a) Third Party Participant, or
- (b) Other entity or person that is not a party (Recipient or FTA) to the Underlying Agreement.

[FTA Master Agreement, §2.f]

C. False or Fraudulent Statements or Claims.

(1) Civil Fraud. The Recipient acknowledges and agrees that:

(a) Federal law and regulations apply to itself and its Project, including:

- (1) The Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.*, and
- (2) U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31,

(b) By executing the Underlying Agreement, the Recipient certifies and affirms the:

(1) Truthfulness and accuracy of any

- (a) Claim,
- (b) Statement,
- (c) Submission,
- (d) Certification,
- (e) Assurance, or
- (f) Representation, and

(2) For which the Recipient has made, makes, or will make to the Federal Government, and

(c) The Recipient acknowledges that the Federal Government may impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, and other applicable penalties if the Recipient:

(1) Presents, submits, or makes available any information in connection with any:

- (a) Claim
- (b) Statement
- (c) Submission
- (d) Certification
- (e) Assurance, or
- (f) Representation, and

- (2) That information is false, fictitious, or fraudulent,
- (2) Criminal Fraud. The Recipient acknowledges that 49 U.S.C. § 5323 (1) (1), authorizes the Federal Government to impose the penalties authorized by 18 U.S.C. § 1001 if the Recipient:

(1) Presents, submits, or makes available any information in connection with any:

- (a) Claim
- (b) Statement
- (c) Submission
- (d) Certification
- (e) Assurance, or
- (f) Representation, and

(2) That information is false, fictitious, or fraudulent,
[FTA Master Agreement §3.f]

D. Procurement.

Access to Third Party Contract Records. The Recipient agrees to require, and assures that its Subrecipients will require, its Third Party Contractors at each tier, to provide:

- (1) The U.S. Secretary of Transportation and the Comptroller General of the United States, the State, or their duly authorized representatives, access to all third party contract records (at any tier) as required by 49 U.S.C. § 5325(g), and
- (2) Sufficient access to all third party contract records (at any tier) as needed for compliance with applicable Federal laws and regulations or to assure proper Project management as determined by FTA.

[FTA Master Agreement §17(u)]

E. Project Implementation.

Changes to Federal Requirements and Guidance.

(1) Requirements and Guidance. New Federal Requirements and Guidance may:

- a. Become effective after the FTA Authorized Official signs the Recipient's Underlying Agreement awarding funds for the Project, and
- b. Apply to the Recipient or its Project,

[FTA Master Agreement, §2.d (1)]

F. Civil Rights.

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

a. Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant will:

(1) prohibit discrimination based on:

- (a) race,
- (b) color, or
- (c) national origin

(2) Comply with:

- (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d *et seq.*,
- (b) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. Part 21 and
- (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in the previous section 13.a of this Master Agreement, and

(3) Except as FTA determines otherwise in writing, follow

- (a) The most recent edition of FTA Circular 4702.1A, "Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance.
- (b) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964, 28 C.F.R. § 50.3, and
- (c) other applicable Federal guidance that may be issued,

c. Equal Employment Opportunity.

(1) Federal Requirements and Directives. The Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and:

- (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000e *et seq.*
- (b) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note,
- (c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as stated in Section 13.a of this Master Agreement, and,
- (d) Comply with other applicable EEO laws and regulations, as provided in Federal guidance, including laws and regulations prohibiting discrimination on the basis of disability, except as the Federal Government determines otherwise in writing.

(2) General. Recipient agrees to

(a) Ensure that applicants for employment and employees are treated during employment without discrimination on the basis of their:

- 1 Race,
- 2 Color,
- 3 Religion,
- 4 Sex,
- 5 Disability,
- 6 Age, or
- 7 National origin.

(b) Take affirmative action that includes, but is not limited to:

- 1 Recruitment advertising,
- 2 Recruitment,
- 3 Employment,
- 4 Rates of pay,
- 5 Other forms of compensation,
- 6 Selection for training, including apprenticeship,
- 7 Upgrading,
- 8 Transfers,
- 9 Demotions,
- 10 Layoffs, and
- 11 Terminations.

(3) Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures the compliance of each Third Party Participant, with:

(a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and

(b) Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note,

d. Disadvantaged Business Enterprise. To the extent authorized by Federal law, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Project as follows:

(1) Requirements. The Recipient agrees to comply with:

(a) Section 1101(b) of MAP-21, 23 U.S.C. § 101 note,

(b) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. Part 26 and

(c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in Section 13a. of this Master Agreement,

(2) Assurance. As required by 49 C.F.R. § 26.13(a), the Recipient provides assurance that:

The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. part 26. The Recipient shall take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The Recipient's DBE program, as required by 49 C.F.R. part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*,

g. Nondiscrimination of the Basis of Disability. The Recipient agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities:

(1) Federal laws, including:

- (a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities,
- (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities;
- (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities;
- (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and
- (e) Other applicable laws and amendments pertaining to access for elderly individuals or individuals with disabilities,

(2) The following Federal regulations including:

- (a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37,
- (b) U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. part 27,
- (c) U. S. DOT regulations "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. part 39,
- (d) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. part 1192 and
- (e) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. part 35,
- (f) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. part 36,
- (g) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. part 1630,
- (h) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 C.F.R. part 64, Subpart F,
- (i) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. part 1194, and
- (j) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. part 609, and

(1) Other applicable Federal civil rights and nondiscrimination guidance,
[FTA Master Agreement §13(b) (c) (d) (g)]

G. Private Enterprise.

The Recipient agrees to protect the interests of private enterprise affected by Federal public transportation programs by:

- a. Participation. Encouraging private enterprise to participate in the planning of public transportation and the programs that provide public transportation, to the extent permitted by

(1) 49 U.S.C. § 5306,

[FTA Master Agreement §15(a)]

H. Right of the Federal Government to Terminate.

- a. Justification. After providing notice, the Federal Government may suspend, suspend then terminate, or terminate all or any part of the Federal funding awarded for the Project if:

- (1) The Recipient has violated the Underlying Agreement or this Master Agreement, especially if that violation would endanger substantial performance of the Project,
- (2) The Recipient has failed to make reasonable progress on the Project,
- (3) The Federal Government determines that the continuation of the Federal funding for the Project does not adequately serve the purposes of the law authorizing the Project.

- b. Financial Implications.

- (1) In general, termination of Federal funding for the Project will not invalidate obligations properly incurred before the termination date to the extent those obligations cannot be canceled, and

- (2) The Federal Government may:

- (a) Recover Federal funds it has provided for the Project if it determines that the Recipient has willfully misused Federal funds by:

- 1 Failing to make adequate progress,
 - 2 Failing to make appropriate use of Project property, or
 - 3 Failing to comply with the underlying Agreement or this Master Agreement

- (b) Require the Recipient to refund

- 1 The entire amount of Federal funds provided for the Project, or
 - 2 Any lesser amount as the Federal Government may determine, and

- c. Expiration of Project Time Period. Except for a Full Funding Grant Agreements, expiration of any Project time period established for the Project does not, by itself, constitute an expiration or termination of the underlying Agreement.

[FTA Master Agreement §12]

I. Debarment and Suspension.

The Recipient agrees that:

- (1) It will not engage Third Party Participants that are debarred or suspended except as authorized by:
 - (a) U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. Part 1200,
 - (b) U.S. OMB, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. Part 180, including any amendments thereto, and
 - (c) Executive Orders Nos. 12549 and 12689. "Debarment and Suspension," 31 U.S.C. § 6101 *note*,
- (2) It will review the "Excluded Parties Listing System" at <http://epls.gov/> (to be transferred to <https://www.sam.gov>), if required by U.S. DOT regulations, 2 C.F.R. Part 1200, and
- (3) It will include, and require its Third Party Participants to include a similar condition in each lower tier covered transaction, assuring that all lower tier Third Party Participants:
 - (a) Will comply with Federal debarment and suspension requirements, and
 - (b) Review the "Excluded Parties Listing System" at <http://www.epls.gov/> (to be transferred to <https://www.sam.gov>), if necessary to comply with U.S. DOT regulations 2 C.F.R. part 1200. *[FTA Master Agreement §3.b]*

J. Preference for United States Products and Services.

Except as the Federal Government determines otherwise in writing, the Recipient agrees to comply with FTA's U. S. domestic preference requirements and follow Federal guidance, including:

- a. Buy America. Domestic preference procurement requirements of:
 - (1) 5323 (j), as amended by MAP-21, and
 - (2) FTA regulations, "Buy America Requirements," 49 C.F.R. part 661, to the extent consistent with MAP-21
- b. Fly America. Air transportation requirements of:
 - (1) Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. § 40118, and
 - (2) U.S. GSA regulations, "Use of United States Flag Air Carriers," 41 C.F.R. §§ 301-10.131 - 301-10.143. *[FTA Master Agreement §16(a)(c)]*

K. Disputes, Breaches, Defaults or Other Litigation.

The Recipient understands and agrees that:

- a. FTA Interest. FTA has a vested interest in the settlement of any disagreement involving the Project including, but not limited to:
 - (1) a major dispute,
 - (2) A breach,
 - (3) A default, or
 - (4) Litigation,
- b. Notification to FTA. If a current or prospective legal matter that may affect the Federal

Government emerges:

(1) The Recipient agrees to notify immediately:

- (a) The FTA Chief Counsel, or
- (b) The FTA Regional Counsel for the Region in which the Recipient is located, (2)

The types of legal matters that require notification include, but are not limited to:

- (a) A major dispute,
- (b) A breach,
- (c) A default,
- (d) Litigation, or
- (e) Naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason, and(3) The types of matters that may affect the Federal Government include, but are not limited to:
 - (a) The Federal Government's interests in the Project, or
 - (b) The Federal Government's administration or enforcement of Federal laws or regulations,

c. Federal Interest in Recovery.

(1) General. The Federal Government retains the right to a proportionate share of any proceeds recovered from any third party, based on the percentage of the Federal share for the Project, but

(1) Liquidated Damages. Notwithstanding the preceding section 96.c(1) of this Master Agreement, the Recipient may return all liquidated damages it receives to its Project Account rather than return the Federal share of those liquidated damages to the Federal Government,

d. Enforcement. The Recipient agrees to pursue its legal rights and remedies available under:

- (1) Any third party agreement,
- (2) Any Federal law or regulation, (3)
- Any State law or regulation, or (4)
- Any local law or regulation,

e. FTA Concurrence. If a legal matter described in section 96(2) and (3) of this Master Agreement involves the Project or the Recipient, FTA reserves the right to concur in any:

- (1) Compromise, or
- (2) Settlement, and

- f. Alternative Dispute Resolution. FTA encourages the Recipient to use alternative dispute resolution procedures, as may be appropriate.

[FTA Master Agreement §96]

L. Lobbying Restrictions.

The Recipient agrees that, as provided by 31 U.S.C. §1352(a):

- (1) Prohibition on Use of Federal Funds. It will not use Federal funds

(a) To influence any:

1. Officer or employee of a Federal Agency
2. Member of Congress,
3. Officer or employee of Congress, or
4. Employee of a Member of Congress

(b) To take any action involving the Project or the Underlying Agreement for the Project, including any:

1. Award,
2. Extension, or
3. Modification

- (2) Laws and Regulations. It will comply, and will assure that each Third Party Participant complies with:

- (a) 31 U.S.C. § 1352 as amended,
- (b) U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. part 20, to the extent consistent with as necessary by 31 U.S.C. § 1352, as amended, and
- (c) Other applicable Federal laws and regulations prohibiting the use of Federal funds for any activity concerning legislation or appropriations designed to influence:

1. The U.S. Congress, or
2. A State legislature, but

- (3) Exception. The prohibitions of the preceding section 3.d(1) – (2) of this Master Agreement do not apply to any activity that is undertaken through proper official channels, if permitted by the underlying law or regulations,

[FTA Master Agreement §3.d (1)(2)]

M. Environmental Protections.

a. Air Quality. The Recipient agrees to, and assures that its Third Party Participants will, comply with the Clean Air Act, as amended, 42 U.S.C. §§ 7401 - 7671q, and implementing Federal regulations, as provided in Federal guidance, except as the Federal Government determines otherwise in writing. Among its responsibilities, the Recipient agrees that:

- (1) Public Transportation Operators. It will comply with:

- (a) U.S. EPA regulations, "Control of Air Pollution from Mobile Sources," 40 C.F.R. Part 85;
- (b) U.S. EPA regulations "Control of Emissions from New and In-Use Highway Vehicles and Engines," 40 C.F.R. Part 86, and
- (c) U.S. EPA regulations "Fuel Economy and Greenhouse Gas Exhaust Emissions of Motor Vehicles," 40 C.F.R. Part 600 and any revisions to these regulations.

- (2) State Implementation Plans. It will support State Implementation Plans by:

- (a) Implementing each air quality mitigation or control measure incorporated in the documents accompanying the approval of the Project,
- (b) Assuring that any Project identified as a Transportation Control Measure in its State Implementation Plan will be wholly consistent with the design concept and scope of the Project described in the State Implementation Plan, and
- (c) Complying with:

- 1. Subsection 176(c) of the Clean Air Act, 42 U.S.C. § 7506(c),

- 2. U.S. EPA regulations, "Conformity to State or Federal Implementation Plans of Transportation Plans, Programs, and Projects developed, Funded or Approved Under Title 23, U. S. C. or the Federal Transit Laws," 40 C.F.R. Part 93, subpart A, and

- 3. Other applicable Federal conformity regulations that may be promulgated at a later date, and

(3) Violating Facilities. It will:

- (a) Comply with the notice of violating facility provisions of section 306 in the Clean Air Act, as amended, 42 U.S.C. § 7414, and
- (b) Facilitate compliance with Executive Order No. 11738, "Providing for Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. § 7606 note.

b. Clean Water. The Recipient agrees to, and assures that its Third Party Participants will, comply with the Clean Water Act, as amended, 33 U.S.C. §§ 1251 – 1377, and implementing Federal regulations, and follow Federal implementing guidance, except as the Federal Government determines otherwise in writing. Among its responsibilities, the Recipient agrees that:

- (2) Drinking Water. It will protect underground sources of drinking water in compliance with the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. §§ 300f - 300j-6.

- (3) Violating Facilities. It will.

- (a) Comply with the notice of violating facility provisions in section 508 of the Clean Water Act, as amended, 33 U.S.C. § 1368, and
- (b) Facilitate compliance with Executive Order No. 11738, "Providing for Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. § 7606 note.

[FTA Master Agreement §29(c),(d)]

N. Employee Protections.

The Recipient agrees to comply, and assures that each Third Party Participant will comply, with all of the following:

- a. Construction Activities. Federal laws and regulations providing protections for construction employees involved in Project activities, including:

- (1) Prevailing Wage Requirements.

- (a) Federal transit laws, specifically 49 U.S.C. § 5333(a), (FTA's "Davis-Bacon Related Act"),

- (b) The Davis-Bacon Act, 40 U.S.C. §§ 3141 – 3144, 3146, and 3147, and

- (c) U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5,

(2) Wage and Hour Requirements.

- (a) Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3702, and other relevant parts of that Act, 40 U.S.C. § 3701 *et seq.*, and
- (b) U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5,

(3) "Anti -Kickback" Prohibitions.

- (a) Section 1 of the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. § 874,
- (b) Section 2 of the Copeland "Anti-Kickback" Act, as amended, 40 U.S.C. § 3145, and
- (c) U.S. DOL regulations, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States," 29 C.F.R. part 3,

(4) Safety at the Construction Site.

- (a) Section 107 of that Contract Work Hours and Safety Standards Act, as amended, U. S.C. § 3704, and other relevant parts of that Act, 40 U.S.C. § 3701 *et seq.*, and
- (b) U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. part 1926,

[FTA Master Agreement §28.a]

O. Energy Conservation.

The Recipient agrees to and assures its Subrecipients will:

- a. State Energy Conservation Plans. Comply with the mandatory energy standards and policies of its State energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 U.S.C. 6321 *et seq.*, except as the Federal Government determines otherwise in writing, and
- b. Energy Assessment. Perform an energy assessment for any building constructed, reconstructed, or modified with FTA funds required under FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. Part 622, Subpart C.

[FTA Master Agreement §30]

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTION**

This Agreement 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 this Agreement, the Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by **Metro**. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to **Metro**, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C throughout the period of this Agreement. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Signature _____

Name _____

Title _____

Organization _____

Date _____

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements

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 \$10,000.00 and not more than \$100,000.00 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 \$10,000.00 and not more than \$100,000.00 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 (Printed)

Title