

Washington Park Transportation Management Association
Request for Proposal (RFP # 017)

Real-Time Parking Availability System and Signs Request for Proposals – Design/Build Project

PROPOSALS DUE:
SUBMIT TO:

March 6, 2015 by 3:00 pm
Heather McCarey
Washington Park Transportation Management Association
4033 SW Canyon Road
Portland, OR 97221

REFER QUESTIONS TO:

rfp@washingtonparkpdx.org or heather@washingtonparkpdx.org

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PART I

SOLICITATION REQUIREMENTS

SECTION A

GENERAL INFORMATION

1. OVERVIEW

The Washington Park Transportation Management Association (WPTMA) seeks a firm (referred to as the “Proposer”) to design and install a parking count monitoring system within the three main southern parking lots in Washington Park. The proposer will design the system to the specifications outlined by the WPTMA.

Interested firms with proven experience in traffic and/or parking monitoring and counting systems which meet both WPTMA and the City of Portland design criteria are invited to submit proposals for providing Engineering and Construction Services, including Design and Construction Documents, Construction and Construction Administration and all other services outlined in this document. WPTMA will evaluate the qualifications and may interview the most qualified teams. When selected, the Design-Build team will aid the Project Team consisting of WPTMA and Parks staff in the successful completion of this project.

2. INTRODUCTION

The Washington Park TMA (WPTMA) is a 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 WPTMA 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.

3. BACKGROUND

The WPTMA 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.

With over 3 million annual visitors, Washington Park is home to a variety of Oregon’s favorite regional destinations. Venues such as the Oregon Zoo, Children’s Museum, World Forestry Center and museum, International Rose Test Garden, Hoyt Arboretum and Portland Japanese Garden all call Washington Park home. However, with limited access points and parking, visitors are presented with significant transportation and mobility challenges. During the summer and during peak days

throughout the year, demand outstrips availability for parking and visitors either circle lots, or are directed to overflow locations if they are available. Many of the park roads become congested and back up onto Highway 26.

The WPTMA operates under a license agreement with the City of Portland Parks & Recreation Bureau to operate and manage transportation demand management programs and systems within Washington Park.

4. SCOPE OF WORK

The WPTMA seeks a firm with proven expertise in design and building of parking or traffic counting systems in real-time environments.

The selected vendor will design and install a mechanism for counting vehicle occupancy at selected parking lots throughout the park. Initially, the project will monitor vehicle movement into and out of three surface parking lots in the south end of Washington Park (marked A, B and C), with the ability to expand to other parking areas and roadways in the future. The information gathered from the devices will populate on exterior signage and through web-based means. The WPTMA may choose, depending on funding availability, to enter into an agreement with the selected firm to provide the same services at other parking locations within Washington Park.

At a minimum, three (3) surface parking lots consisting of eleven (11) vehicle pass-through points (such as exit/entry lanes) will be a part of this project. An optional task exists, at the discretion of the WPTMA, for the selected firm to design, procure, and install, one (1) exterior parking availability sign using the design standards for the park.

The vendor will provide provisions for data to transmit in real-time from the counting devices to a web-based system for viewing by customers on the Washington Park website, back office and front line staff, with the ability for our office to generate reports based on real-time data collection. Because of the unique nature of Washington Park, a system whose design is unobtrusive and requires minimal trenching or disruption to normal operations for installation and maintenance is desired. In addition, the ability for data to transmit in a universal format for immediate display on various websites or smartphone applications is desired.

Overall, the vendor will provide a counting and monitoring system that is proven to increase customer satisfaction and reduce “circling” of vehicles by providing real-time advanced parking/traffic information to customers before they arrive. The ability for our office to achieve new levels of efficiency through real-time parking availability data is paramount.

Currently, loop detector devices are used in some entry/exit points from a gate-arm system that is no longer used but may still be functional in some areas. See Attachment 1 for the locations of these pass-through points, and the existing loops/conduit at each.

At this time the WPTMA is not seeking a vendor who will monitor individual parking stalls.

Mandatory Required Features of the Counting System

Your response to the RFP must indicate on each item whether your system will: meet the requirement, will not meet the requirement, or will partially meet the requirement (and what portions will not be met).

1. A set of unified, inter-connected devices to count vehicle entry/exit information at a minimum of 3 parking lots, which consist of, at minimum, 11 vehicle pass-through points into and out of parking lots.
 - a. Said devices must relay vehicle occupancy information immediately, in real-time to a database. The database must provide real-time updating of parking availability on a web-based back end system, and web-based applications which the WPTMA specifies (such as the WPTMA website or a WPTMA widget for display on third-party websites), and exterior signage.
 - b. The counting or monitoring devices shall be extremely resilient, with an extremely low-level of maintenance needs, high-level of accuracy, and ability to withstand extreme temperatures, weather conditions, and vandalism without hindrance.
 - c. The data collection system must allow for a rich array of reports based on data collected over time. Report options should include:
 - i. Daily, weekly, monthly, and yearly generated reports for easy analysis.
 - ii. Historical occupancy counts and peak traffic periods.
 - iii. Report display options should include the ability to collect counts and percentages for each location, ability to choose start and end dates and times, and ability to choose report interval(s) (i.e. 5 min, 15 min, 1 hour).
 - d. Due to the remote location of some of the lot access points, the devices should have provisions to communicate via cellular network or similar. Existing light poles (for service boxes) and/or loop detectors must be used whenever feasible and if applicable to the selected system.
2. The data collection system must have the ability to deliver real-time information to signs that are pole mounted within the Park. The system must show in design how it can transmit data to an unlimited number of sign displays. It is an optional task, at the discretion of the WPTMA, to have the selected firm design, procure, and install said sign.
3. The data collection system and devices must be able to expand to more locations, particularly with the ability to add an indefinite number of signage displays.

4. The vehicle count devices and the data collection system shall be proven to work in large urban environments and across various types of parking lots, including, but not limited to, being embedded within various types of concrete (if applicable).
5. Software used must have the ability to be managed remotely through secure access with multiple user accesses with manageable permissions. The software must also have the ability to have multiple administrative accounts to grant permissions and reset passwords. A cloud based system is preferred.
6. Outline any fees for ongoing maintenance and replacement schedule planning, including lifecycle of equipment.

Desired Features:

1. User customized reporting to meet management and office staff needs.
2. Ability to easily translate data into third-party phone applications for customers to view space availability.
3. Automated report generation via email with a report repository, so that when certain criteria are met (lot is nearing capacity), an alert e-mail can be sent.
4. Automated system alerts via email, text and/or web interface when lots are emptying quickly, or in the event of a hardware outage.

Installation Requirements:

1. Vendor will obtain all necessary permits to perform work within the City of Portland and Washington Park.
2. Vendor will perform work using a schedule to be approved by the WPTMA.
3. Vendor will install all necessary equipment for system, and shall utilize existing poles, loop detectors, or other equipment where practical and applicable.

Additional Design Services:

The WPTMA works closely with Oregon Department of Transportation (ODOT) to ensure traffic management within the park leads to minimal disruption on Highway 26. Included in this scope of work is design services related to the installation of Variable Message Signs (VMS) along Highway 26 (one eastbound, one westbound, and one on the Exit 72 westbound ramp) to replace portable message boards placed by Park and TMA staff. These signs will not integrate with the parking count system.

The WPTMA has worked closely with ODOT and the Region Traffic Engineer to determine that the proposed locations are appropriate for

VMS signs. However, any such improvement is the responsibility of the WPTMA. Therefore, the selected firm will:

1. Deliver a feasibility study and a cost estimate for the installation and management of up to three (3) permanent VMS signs to display messages related to parking and traffic for Washington Park (e.g. Lots Full). All signs must meet ODOT specifications.
2. Perform an analysis of permitting, approvals, and requirements for the installation of said signs to assist the WPTMA in navigating the administrative burden of this portion of the project.
3. If determined to be feasible, deliver certified construction drawings per ODOT specifications to the WPTMA for consideration by ODOT.

5. BUDGET GUIDELINE

The proposed budget should include a work plan and a breakdown of fees for professional services, construction, hours, meetings, and administrative services, including taxes. The anticipated budget range for this project is \$100,000 to \$120,000 for design and construction of the parking count system; with an additional \$10,000 to \$20,000 for the optional sign task; and an additional \$25,000 for the additional design services.

6. PROJECT FUNDING

Funding for this project is in-part from a Metro Regional Travel Options grant which receives funding through the Federal Transportation Administration. The Proposer agrees to comply with all applicable Federal Clauses as outlined in the **October 1, 2012 FTA Master Agreement [FTA MA 19], EXHIBIT 1.**

8. TIMELINE

The following dates are proposed as a timeline for this project. Firms should seek to reduce the overall project timeline whenever possible.

Questions and Clarifications due	Weds., February 18, 2015 3:00pm
Addendum	Friday, Feb. 20, 2015 (EOB)
Written proposals due	Friday, March 6, 2015, 3:00 pm
Notice of Intent to Negotiate and Award	Wednesday, March 11, 2015
Substantial Design Completed	Thur., May 21, 2015
Permits Approved & System Installation	Monday, August 17, 2015
System Fully Live	Friday, October 30, 2015

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

SECTION B

WORK REQUIREMENTS

1. DELIVERABLES

Deliverables shall be considered those tangible resulting work products constructed in accordance with the scope of work or those tangible items to be delivered to the WPTMA such as construction documents, plans, website framework, and any relevant reports.

All deliverables and resulting work products from this contract will become the property of the WPTMA. As such, the Proposer or any Subcontractors grant the WPTMA 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 WPTMA.

2. CONTRACT

The selected firm must enter into an agreement with the WPTMA for design/build services. If the negotiations are not successful, WPTMA reserves the right to enter into negotiations with another firm from among the remaining firms. Owner also reserves the right to investigate and evaluate, at any time prior to award and execution of the Agreement, the Proposer's financial responsibility to perform the Agreement. Submission of a Proposal shall constitute approval for Owner to obtain any credit report information Owner deems necessary to conduct the evaluation.

2. BUSINESS COMPLIANCE

The successful Proposer(s) must be in compliance with the laws regarding conducting business in the City of Portland before an award may be made. The Proposer shall be responsible for the following:

Certification as an EEO Affirmative Action Employer

The successful Proposer(s) must be certified as Equal Employment Opportunity Employers as prescribed by Chapter 3.100 of the Code of the City of Portland prior to contract award. Details of certification requirements are available from the City of Portland Procurement Services, 1120 SW Fifth Avenue, Room 750, Portland, Oregon 97204, (503) 823-6855, website: <http://www.portlandonline.com>. To apply for certification go to: www.ebidexchange.com/cityofportland.

Non-Discrimination in Employee Benefits (Equal Benefits)

The successful Proposer(s) must be in compliance with the City's Equal Benefits Program as prescribed by Chapter 3.100 of the Code of the City of Portland prior to contract award. Details of compliance requirements are available from Procurement Services, 1120 SW Fifth Avenue, Room 750, Portland, Oregon 97204, (503) 823-6855, website: www.portlandonline.com. To apply for certification go to: www.ebidexchange.com/cityofportland.

Business Tax Registration

The successful Proposer(s) must be in compliance with the City of Portland Business Tax registration requirements as prescribed by Chapter 7.02 of the Code of the City of Portland prior to contract award. Details of compliance requirements are available from the Revenue Bureau Tax Division, 111 SW Columbia Street, Suite 600, Portland, Oregon 97201, (503) 823-5157, website: <http://www.portlandonline.com/omf/index.cfm?c=29320>.

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 \$2,000,000.

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 City of Portland and its bureaus/divisions, officers, agents and employees 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.

PART II

PROPOSAL PREPARATION AND SUBMITTAL

SECTION A

PRE-SUBMITTAL MEETING CLARIFICATION

1. PRE-SUBMITTAL MTNG.

There will be no pre-submittal meeting or site visit scheduled for this Request for Proposal.

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 Wednesday, February 18, 2015 3:00pm.** 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.

Heather McCarey
Executive Director
Washington Park 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 at 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 and not exceed 20 pages. Section dividers, title pages, table of contents, cover letter 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: one (1) original printed copy, two (2) additional printed copies, and one (1) Adobe 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

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 WPTMA 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
2. Project Team and Proposed Consultants
3. Proposer's Capabilities
4. Project Approach and Understanding
5. Corporate Responsibility
6. Proposed Cost

SECTION C

EVALUATION CRITERIA

1. EVALUATION CRITERIA

Each firm will be evaluated on its ability to meet the mandatory system requirements as outlined in the scope of work. Proposals must clearly indicate and address each system requirement. Failure to do so will deem your proposal being NON RESPONSIVE and it will not be reviewed further.

A. Team Members & Previous Projects (25 Points):

List the makeup of your design-build team. Please list names of consulting, construction, and support firms including the names and addresses of each firm. Briefly describe the functions and responsibilities of each firm and that firm's experience with the design of similar facilities. Describe the specific qualifications of "key staff" who will be assigned to this project and indicate who on your team will be the primary contact person for the duration of this project.

List four (4) clients for whom your team members – either together or with other partners – have provided Design-Build services for parking or traffic count design, construction or renovations or projects of similar complexity in the past six years. These references should have worked with the primary staff proposed on this project. Provide the contact person's name and current telephone number, describe the Owner/Design Builder working relationship and relevance.

B. Time Constraints (25 Points): Provide a brief assessment of your team's experience with projects with tight time constraints. Please review and preliminary project schedule (Section 8) and provide a plan to meet this schedule that you feel can be accomplished if your team is selected for this project.

C. Budget and Fixed Price Proposal (25 Points): Provide a brief description of how your team will work to insure that this project is completed within budget. Provide a firm, fixed price proposal for both the design and construction portions of the project as outlined in this RFP. The proposed fee must include all design services, equipment to be installed and incorporated, components and systems, expenses, labor and materials and construction work for the project. Please note that WPTMA's anticipated budget for the entire Design-Build contract will be approximately \$165,000, including for the optional task.

D. Overall Proposal (50 points): Your proposal will be evaluated for its overall responsiveness and system design as it pertains to the scope of work.

E. Concerns (not scored – informational only): Provide a summary of concerns, if any, that your team may have about this project including such items as budget, schedule & design. Please describe how you might address these issues.

PART III

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.

SECTION B

CONTRACT AWARD

1. CONSULTANT SELECTION

Following the Evaluation Committee's final determination of the highest scored Proposer, the WPTMA will issue a Notice of Intent to Negotiate and Award and begin contract negotiations. The WPTMA will attempt to reach a final agreement with the highest scoring Proposer. However, the WPTMA may, in its sole discretion, terminate negotiations and reject the proposal if it appears agreement cannot be reached. The WPTMA 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.

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

(1) Federal laws, including:

- (a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities,
- (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities;
- (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

