



# CENTRAL ARKANSAS TRANSIT AUTHORITY

REQUEST FOR PROPOSALS  
2011-04

REAL TIME PASSENGER INFORMATION SYSTEM

## PROPOSAL INFORMATION

Responses to this Request for Proposals are due not later than 2:00 p.m., CST, June 10, 2011.

Questions concerning this proposal will be answered up until June 8, 2011  
Questions should be directed by email to:

Sharon Williams at [swilliams@cat.org](mailto:swilliams@cat.org)

Bids should be mailed or hand delivered to:

Central Arkansas Transit Authority  
901 Maple Street  
North Little Rock, AR 72114

Attention: Sharon Williams  
RFP #2011-04

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## ARTICLE I DEFINITIONS

### 1.0 Singular, Plural, Gender and Definitions:

Any word contained in the text of this contract shall be read as the singular or the plural and as the masculine, feminine or neuter gender, all as may be applicable in the context. More specifically, however, for the purposes of this contract, the following words shall have the meanings attributed to them in this contract:

- a) **"Authority"** means the Central Arkansas Transit Authority, an Arkansas public transit corporation.
- b) **"Contract Documents"** means the document, including all exhibits attached thereto and/or incorporated therein by reference, which evidences the obligation of the Authority and the Contractor.
- c) **"Contractor"** means a person, natural or artificial, who is or may be awarded a contract hereunder.
- d) **"FTA"** means the Federal Transit Administration.
- e) **"US DOL"** means the United States Department of Labor.
- f) **"US DOT"** means the United States Department of Transportation.

### 1.1 Additional Definitions:

For the purposes of this contract, the following words shall have the meanings attributed to them:

- a) **"Authority's Address"** means 901 Maple Street, North Little Rock, Arkansas, 72114.
- b) **"Authority's Administration Building"** means the Administration building situated at the Authority's Address.
- c) **"River Cities Travel Center" and "RCTC"** means the transfer center located at 310 E Capitol Avenue in Little Rock, Arkansas, 72202.

**ARTICLE II  
GENERAL TERMS**

**2.0 Procurement:**

Subject to the terms, provisions and conditions hereof, the Contractor covenants and agrees with the Authority to furnish to the Authority and the Authority covenants and agrees to purchase from the Contractors the following:

**2.1 Purchase Price and Contract Duration:**

The Bidder proposes the following cost for the performance of the work described herein:

\$ \_\_\_\_\_

The total quoted price also includes any and all taxes, assessments and/or exaction due and owing as a consequence of this agreement, including but not limited to any sales tax and the Contractor agrees that it shall be solely responsible for the payment of any such tax.

## **ARTICLE III CONTRACT PROVISIONS**

The Contractor covenants and agrees with the Authority to fully perform, observe and comply with the following provisions:

### **3.0 Incorporation of Federal Transit Administration (FTA) Terms:**

The preceding provisions include, in Part, certain Standard Terms and Conditions required by DOT, whether or to expressly set forth in the preceding contract provisions. All contractual provisions required by DOT as set forth in FTA Circular 4220.1e, any and all subsequent changes issued by FTA, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Central Arkansas Transit Authority requests which would cause Central Arkansas Transit Authority to be in violation of the FTA terms and conditions.

### **3.1 Change Orders: RESERVED**

### **3.2 Change Order Procedure: RESERVED**

### **3.3 Regulatory Changes: RESERVED**

### **3.4 Breach of Contract:**

If the Contractor shall fail, refuse or neglect to fully comply with the terms and provisions hereof, such a failure, refusal or neglect shall be deemed a breach of this Contract, and the Authority may, in its discretion, pursue any and all of its lawful remedies.

### **3.5 Disputes:**

Except as otherwise provided for in this Contract, any dispute concerning a question of fact arising under this Contract which is not disposed of by agreement of the Contractor and the Authority, shall be decided by the Executive Director of the Authority, who shall reduce this decision to writing, and mail or otherwise deliver a copy of same to the Contractor within twenty (20) days after the dispute is submitted for determination. The decision of the Executive Director of the Authority shall be final and conclusive upon the Parties hereto, unless determined by a court of competent jurisdiction to have been fraudulent or capricious or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this Part, the Contractor shall be afforded an opportunity to be heard

and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contractor's obligations under the Contract and in accordance with the Executive Director's decision, unless the Contractor, in good faith, believes that continued performance will adversely affect the safety of the product or services being supplied hereunder or have significant impact on the Contractor's production schedule. This "Disputes" clause does not preclude consideration of questions of law in connection with decisions provided for above, provided, that nothing in this Contract shall be construed as making final the decision of any administrative official, representative or board on the question or law. On procurement items in which FTA funding is involved, the Contractor shall be aware of protest procedures with the FTA Regional Offices.

### **3.6 Termination for Default:**

The Authority, by written notice, may terminate this Contract, in whole or in Part, if the Contractor fails or refuses to perform any of the provisions hereof within the time and in the manner specified herein and/or any extensions thereof or if the Contractor fails to make progress in the performance of the Contractor's obligations hereunder so as to endanger performance of this Contract in accordance with its terms and, in either of said events, the Contractor does not cure such failure to so perform within a period ten (10) days after receipt of notice of default from the Authority. If the Contract is terminated in whole or in Part for default, the Authority may procure upon such terms and in such manner as the Authority may deem appropriate, supplies or services similar to those so terminated. The Contractor shall be liable to the Authority for any excess costs for such similar supplies or services and shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.

Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

Payment for completed supplies or services delivered to, performed for, and accepted by the Authority shall be at the contract price. The Authority may withhold from amounts otherwise due the Contractor for such completed supplies such sum as the Authority determines to be necessary to protect the Authority against loss because of outstanding liens or claims of former lien holders.

If, after notice of termination of this Contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, the rights and obligations of the Parties shall be the same as if the notice of termination had been issued pursuant to termination for convenience of the Authority.

The rights and remedies of the Authority provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

### **3.7 Termination for Convenience:**

The Authority, by written notice, may also terminate this Contract, in whole or in Part, if it is in the best interest of the Authority as determined, from time to time, by the Authority in its sole discretion. Any such termination shall be effected by delivery to the Contractor of a notice of termination specifying the extent to which the performance of work under the Contract is terminated and the date upon which such termination shall be effective. If this Contract is for supplies and is so terminated, the Contractor shall be compensated in accordance with its auditable cost to point of notification of terminations and its cost incurred pursuant to and in compliance with Part 3.8 below. To the extent that this Contract is for services and is so terminated, the Authority will be liable only for payment in accordance with the payment provision of this Contract for services rendered to the effective date of termination.

### **3.8 Contractor Action:**

After receipt of a notice of termination, and except as otherwise directed by the Authority, the Contractor shall: (i) Stop work under the Contract on the date and to the extent specified in the notice of termination; (ii) Place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under the Contract as is not terminated; (iii) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination; (iv) Assign to the Authority in the manner, at the times, and to the extent directed by the Authority, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which the Authority shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts; (v) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authority, to the extent it may require, which approval or ratification shall be final for all the purposes of this clause; (vi) Transfer title to the Authority and deliver in the manner, at the times, and to the extent, if any, directed by Authority the fabricated or unfabricated Parts, work in process, completed work, supplies, and other material produced as a Part of, or acquired in connection with the performance of, the work terminated, and the completed or Partially completed plans, drawings, information and other property which, if the Contract had been completed, would have been required to be furnished to the Authority; and (vii) Use its best efforts to sell, in the manner, at the times, to the extent, and at the price(s) directed or authorized by the Authority, any property of the types referred to above, provided, however, that the Contractor shall not be required to extend credit to any purchaser, and may acquire any such property under the conditions prescribed by and at a price(s) approved by the Authority, and provided further, that the proceeds of any such transfer of disposition shall be applied in reduction of any payments to be made by the Authority to the Contractor under this Contract, or shall otherwise be credited to the price or cost of the work covered by this

Contract, or paid in such other manner as the Authority may direct, for the protection or preservation of the property related to this Contract which is in the possession of the Contractor and in which the Authority has or may acquire an interest.

### **3.9 Communications:**

In cases where communication is required between Contractor and the Authority, such as further information, furnishing of specifications, or obtaining approval of proposed work, such communications from Contractor shall be forwarded directly to the Executive Director of the Authority. Communications shall be in writing and delivered personally, by facsimile (fax) or telegram, or by regular, registered, or certified mail. Telephone calls may be used to expedite communications, but shall not be official communications unless confirmed in writing. Communications shall be considered received at the time actually received the addressee or designated agent.

### **3.10 Contractor Responsibility:**

In case of any variance, this specification shall take precedence over Contractor's or subcontractor's own specification. The Contractor shall assume responsibility for all materials and services used, whether the same is manufactured by the Contractor or purchased ready made from a source outside the Contractor's company. In case of the replacement of a subcontractor, the Contractor shall, within five (5) days, notify the Authority in writing of the replacement and provide name, address, telephone number, and the type of service.

### **3.11 Federal Changes:**

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (2) dated October, 1995) between the Authority and FTA, as they may be amended or promulgated from time to time.

### **3.12 No Federal Government Obligations to Third Parties:**

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

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

### **3.13 False or Fraudulent Statements and Claims:**

The Contractor acknowledges and agrees as follows:

(1) The Contractor recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Section 31, apply to its actions pertaining to the Project. The Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Authority reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended.

(2) The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Authority in connection with an urbanized area formula project financed with Federal assistance authorized by 49 U.S.C. § 5307, the Authority reserves the right to impose on the Contractor the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Authority deems appropriate.

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

#### **3.14 Maintenance of Records:**

The Contractor shall at all times maintain reasonable records relating to the performance of this Contract. Such records shall be in conformity with the generally accepted accounting principals. Records shall be available to the Authority and its representative(s).

#### **3.15 Audit and Inspection of Records:**

The Contractor shall permit the Authority, the authorized representative of the Authority, the United States department of Transportation, and the Comptroller General of the United States to inspect and audit all data and records of the Contractor relating to its performance under the contract. The Contractor and its suppliers shall maintain records concerning minority/disadvantaged business enterprises for a period of three (3) years after completion of the contract.

#### **3.16 Prohibited Interest – Contractor:**

The Contractor warrants and represents that it presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of services, required to be performed under this Contract. The Contractor further warrants and represents that in the performance of this Contract, it shall not employ any person with such interest.

#### **3.17 Prohibited Interest – Authority:**

No member, officer, or employee of the Authority, or of a local public body during their tenure, or for one (1) year thereafter, or organization which employees, or is about to employ any of the above, shall have any interest, direct or indirect, in this Contract or the proceeds thereof.

**3.18 Interest of Members or of Delegates to Congress:**

No member of or delegate to the Congress of the United States shall be admitted to any share or Part of the Contract, or to any benefit arising therefore. This shall not be construed to prevent any such person from owning stock in a publicly held corporation.

**3.19 Restrictions on Lobbying:**

The Authority agrees to comply with 31 U.S.C. § 1352, which prohibits the use of Federal funds for lobbying any official or employee of any Federal agency, or member or employee of Congress. In addition, even though the Authority uses no Federal funds for lobbying, the Authority also agrees to disclose any lobbying of any official or employee of any Federal agency, or member or employee of Congress in connection with Federal assistance, and to comply with U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. Section 20.

**3.20 Non-Collusion Assurance:**

The Contractor warrants, by sworn affidavit, executed by a duly authorized officer, that neither it, nor its agents, nor any other Party on its behalf, has paid or agreed to pay, directly or indirectly, any person, firm, or corporation any money or valuable consideration for assistance in procuring or attempting to procure this Contract, and further, that no such money or reward will be hereinafter paid. This affidavit is attached hereto as Certificate Number Two.

**3.21 Grant Contract:**

The services and/or product described herein are to be purchased with the assistance of a Grant from the Federal Government under the Federal Transit Administration Act of 1964. The Contractor shall be required to comply with all terms and conditions prescribed for third Party contracts in a grant contract between the United States of America and the Authority.

**3.22 Buy America:**

The contractor agrees to comply with 49 U.S.C 5323(j) and 49 CFR Part 661, which provides that Federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver.

**3.23 Cargo Preference:**

Reserved

**3.25 Delivery Procedure:**

Reserved

**3.26 Assumption of Risk of Loss:**

Reserved

**3.27 Title:**

Reserved

**3.28 Delivery or Installation Delays:**

Reserved

**3.29 Liquidated Damages:**

Reserved

**3.30 Final Acceptance:**

Reserved

**3.31 Non-Acceptance:**

Reserved

**3.32 Equal Employment Opportunity:**

The Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, sex, disability, age, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to insert the foregoing provision, modified as necessary to identify the affected Parties, in each third Party contract implementing this procurement, except third Party contracts for standard commercial supplies, raw materials, or construction, and shall require each third Party contractor to insert a similar provision in each subcontract, except subcontracts for standard commercial supplies, raw materials, or construction.

**3.33 Labor Provisions:**

To the extent applicable, the Contractor agrees to comply with USDOL 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, and agrees to incorporate into each federally-assisted nonconstruction contract of \$2,500 for the Project, clauses, modified as necessary to identify the affected Parties, required by 29 C.F.R. § 5.5. Furthermore, the Contractor agrees as hereinafter stated:

(a) Overtime-Requirements: No Contractor or subcontractor contracting for any Part of the contract work, which may require or involve the employment of laborers or mechanics, shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work, to work in excess of eight hours in any calendar day, or in excess of forty hours in such work week, unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the

basic rate of pay for all hours worked in excess of eight hours in any calendar day, or in excess of forty hours in such work week, whichever is greater.

(b) Violation; Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in subparagraph (b)(1) of 29 CFR Part 5.5, the Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such district or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (b) (1) of 29 CFR Section 5.5 in the sum of \$10.00 for each calendar day on which such individual was required or permitted to work in excess of eight hours, or in excess of the standard work week of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (b)(1) of 29 CFR Section 5.5.

(c) Withholding or Unpaid Wages and Liquidated Damages: USDOT or the Authority shall, upon its own action, or upon written request of an authorized representative of the department of Labor, withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally assisted contract, subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (b)(2) of 29 CFR Section 5.5.

### **3.34 Insurance and Bonding:**

1.	Professional Liability Insurance	\$2,000,000.00
2.	Commercial General Liability	\$2,000,000.00
3.	Automobile Insurance	\$2,000,000.00
4.	Worker's Compensation	\$2,000,000.00

(iii) Commercial Umbrella Liability Insurance with limits of not less than \$2,000,000; and  
(iv) Commercial Automobile liability Insurance covering the use, operation and maintenance of any automobiles, trucks, trailers, or other vehicles owned, hired, or non-owned by Contractor providing bodily injury, including death, and property damage coverage. Minimum limits of liability provided by this coverage shall be a Combined single Limit of \$2,000,000.00.

(b) The Contractor agrees to notify the Owner and Engineer of any substantial claims (paid or reserved) applied against the aggregate of any of the required insurance policies. The full aggregate general liability policy limits required above shall be available with respect to Contractor's obligations hereunder and Contractor shall obtain a project

specific aggregate limit endorsement confirming such coverage.

(c) All insurance required hereunder shall be maintained in full force and effect in a company or companies satisfactory to the Owner, at Contractor's expense, and until performance in full hereof has been accomplished and final payment has been issued; provided, however, the Products/Completed Operations Commercial General Liability Insurance prescribed by (a)(ii) above and the Commercial Umbrella Liability Insurance prescribed by (a)(iii) above shall be maintained for a period of three (3) years after the date of substantial completion.

(d) All insurance policies required hereunder shall provide for not less than 30 days prior written notice from the insurer to the Owner of any cancellation, termination, failure to renew or material amendment thereto. In the event of the threatened cancellation for nonpayment of premium, the Owner may pay the same on behalf of the Contractor and deduct the payment from the amounts then or subsequently owing to the Contractor.

(e) Certificates of Insurance evidencing the required insurance shall be submitted on the forms furnished by the Owner and must be filed with the Owner within thirty (30) days of the date hereof unless Contractor is scheduled to begin work before then, in which case the Certificates of Insurance shall be provided no less than seven (7) days prior to the Contractor's commencement of work hereunder.

(f) No payment shall be considered due and owing hereunder until the required Certificates of Insurance, satisfactory to the Owner, have been received by the Owner. Failure to furnish the required insurance certificates will be cause for cancellation of this Contract.

(g) The Owner and any other party required to be indemnified by the Contractor under the Contract Documents shall be named as an additional insured on the Contractor's policies of Automobile Liability, Commercial General Liability, and any excess liability insurance required by the Contract.

(h) All insurance provided by the Contractor hereunder shall be primary to any insurance policies held by the Owner or any other additional insured and shall be non-contributory.

(i) The Owner will carry All Risk Insurance applicable to the Project. This coverage will cover the Contractor's interests as it may appear with respect to materials and equipment incorporated or to be incorporated into the Project. However, this coverage will not include the Contractor's equipment or materials to be consumed during the course of the Project which may be present at the Project Site. Accordingly, the Contractor agrees that the Contractor will assume responsibility throughout the contract term for any insurance expense covering those interests of the Contractor.

### **3.35 Payroll Records:**

The Contractor and any subcontractor shall maintain payrolls and basic payroll records during the course of the work, and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made

available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of Authority, USDOT, the department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

### **3.36 Subcontracts:**

The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in Section 3.32, 3.33, 3.35 and 3.37 through 3.39, as well as a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor within these clauses.

### **3.37 Disadvantaged Business Enterprises:**

The Contractor agrees to comply with current US DOT regulations on Participation of DBEs, as defined in 49 CFR Section 26, in the performance of contracts and subcontracts financed in whole or in Part with Federal Funds. **The CATA Board of Directors has established a 1% goal for certified disadvantaged business enterprise participation in its contracts. A list of certified DBEs is available upon request.**

Complaints concerning non-compliance with these regulations may be handled under the procedure specified in Section 3.38 below.

### **3.38 Non-Discrimination:**

During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

(a) Compliance with Regulations: The Contractor agrees to and shall comply with the Title VI of the Civil Rights Act of 1964, 42 USC §2001d and the Regulations relative to nondiscrimination in federally assisted programs of the Authority (hereinafter, "DOT") Title 49, Code of Federal Regulations, Section 21, as they may be amended from time to time (hereinafter referred to as the "Regulations", which are herein incorporated by reference and made a Part of this Contract).

(b) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, color, sex, age, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not Participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(c) Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of

materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age, or national origin.

(d) Information and Reports: The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Transit Administration (FTA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information is required, which is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the Authority, or the Federal Transit Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

(e) Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the Authority shall impose such contract sanctions as it or the Federal Transit Administration may determine to be appropriate including, but not limited to: (i) withholding of payments to the Contractor under the Contract until the Contractor complies; and/or (ii) cancellation, termination or suspension of the Contract, in whole or in Part.

(f) Incorporation of Provisions: The Contractor shall include the provisions of paragraph (a) through (e) of this section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

(g) The Contractor shall take such action with respect to any subcontract or procurement as the Authority or the Federal Transit Administration may direct, as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the Authority to enter into such litigation to protect the interests of the Authority and, in addition, the Contractor may request the services of the Attorney General in such litigation to protect the interests of the United States.

### **3.39 Americans with Disabilities Act:**

The Contractor agrees to comply with, and assure that any of its subcontractors hereunder complies with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §§ 12101 et seq.; section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; 49 U.S.C. § 5301(d); and the following regulations and any amendments thereto:

(a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Section 37;

- (b) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Section 27;
- (c) U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 49 C.F.R. Section 38;
- (d) Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Section 35;
- (e) DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Section 36;
- (f) General Services Administration regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. SubSection 101-19;
- (g) Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Section 1630;
- (h) Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Section 64, SubSection F; and
- (i) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Section 609.

### **3.40 Privacy:**

If the Contractor, or its employees administers any system of records on behalf of the Federal Government, the Contractor agrees to comply with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a, (the Privacy Act). The Authority agrees to obtain the express consent of the Government before it or its third Party contractors, subrecipients, or their employees operates a system of records on behalf of the Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violations of the Privacy Act may result in termination of the procurement.

### **3.41 Patent Rights:**

If any invention, improvement, or discovery of the Authority or any of its third party contractors is conceived or first actually reduced to practice in the course of or under this Project, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Authority agrees to notify FTA immediately and provide a detailed report. The rights and responsibilities of the Authority, third party contractors and the Government with respect to such invention,

### **3.42 Recycled Products**

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Section 247, and Executive Order 12873, as they apply to the procurement of the items designated in SubSection B of 40 CFR Section 247.

### **3.43 Environmental Protection**

The Contractor recognizes that many Federal and state laws imposing environmental and resource conservation requirements may apply to the Project. Some, but not all, of the major Federal laws that may affect the Project include: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq.; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and scattered sections of 29 U.S.C.; the Clean Water Act, as amended, scattered sections of 33 U.S.C. and 12 U.S.C.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq. The Contractor also recognizes that U.S. EPA, FHWA and other agencies of the Federal Government have issued and are expected in the future to issue regulations, guidelines, standards, orders, directives, or other requirements that may affect the Project. Thus, the Contractor agrees to adhere to any such Federal requirements as the Federal Government may now or in the future promulgate.

(a) Environmental Protection--The Contractor agrees to comply with the applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. in accordance with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994; FTA statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Section 771 and 49 C.F.R. Section 622.

(b) Air Quality--The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor should be aware that the following U.S. EPA regulations, among others, may apply to 40 C.F.R. Section 85; "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines: Certification and Test Procedures," 40 C.F.R. Section 86; and "Fuel Economy of Motor Vehicles," 40 C.F.R. Section 600. The Contractor agrees to report any violation of these requirements resulting from any Project implementation activity to FTA and the appropriate U.S. EPA Regional Office.

(c) Clean Water--The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. The Contractor agrees to report any violation of these requirements resulting from any Project implementation activity to FTA and the appropriate U.S. EPA Regional Office.

### **3.44 Energy Conservation:**

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency contained in applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 et seq.

**ARTICLE IV  
SCOPE OF SERVICES**

**4.0 Scope of Work**

The scope of work is as described herein:

CATA is seeking a real time passenger information system to operate in its River Rail streetcar system. The system consists of five streetcars (only three are generally in operation at any one time) operating in the cities of Little Rock and North Little Rock, Arkansas along a 3.4 mile continuous circle route. The system will track the progress of the streetcars along the route and provide real time information to passengers regarding the arrival and departure time of each streetcar along the route. The following specifications indicate the parameters of the system to be provided

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<b>Capital Costs - one-time implementation</b>			
	Unit List Price	Units	Extended Price
Real-time Passenger Information System	Included	1	Included
Tracker Suite with MDT*		6	
Hardware Shipping (Trackers)		6	
24", 2-line LED signs* - assumes power at stop		16	
Hardware Shipping (LED signs)		16	
Route Configuration		1	
Telephone Information System		1	
SMS Text Messaging System		1	
Project Management			
Travel and Expenses			
Training			
 Total capital costs			
*Includes installation			

---

<b>Operating Costs</b>			
	Per Month	Hardware Units	Per Year
Cellular service (30-second reporting rate) - Tracker		6	
ASP (Software) service - Tracker		5	
Cellular service (30-second reporting rate) - LED Signs		16	
ASP (Software) service - LED Signs		15	

Telephone Information System (1 route)  
 SMS Text Messaging System (1 route)  
 Hardware warranty (after Year 1) - Tracker suites  
 Hardware warranty (after Year 1) - LED Signs

**Project Year Breakdown**

	Capital	Operating	Total
Year 1 Costs			
Year 2 Costs**			
Year 3 Costs**			
Year 4 Costs**			
Year 5 Costs**			

**Total Five-year Cost:**

\$

**Other Options**

	Capital	Operating (Per Year)	Extended Warranty (after Year One)
<b>Mobile Data Terminal (MDT) Options</b>			
Two-way Text Messaging Through MDT			
Schedule Adherence Feedback Through MDT			
Driver Covert Alarm (\$2,000 one-time setup fee)			
<b>LCD Television Type Displays</b>			
52" LCD panel with modem&custom page* (per sign)			
42" LCD panel with modem&custom page* (per sign)			
32" LCD panel with modem&custom page* (per sign)			
22" LCD panel with modem&custom page* (per sign)			
LCD Panel Shipping (per sign)			
22" LCD Outdoor Kiosk with modem&custom page*			
32" LCD Outdoor Kiosk with modem&custom page*			
42" LCD Outdoor Kiosk with modem&custom page*			
52" LCD Outdoor Kiosk with modem&custom page*			
LCD Kiosk Shipping (per kiosk)			
<b>LED Variable Message Displays</b>			
24" 2-line LED sign*			
32" 2-line LED sign*			
44" 2-line LED sign*			
54" 2-line LED sign*			
24" 4-line LED sign*			
40" 4-line(w/message line) LED sign*			
52" 5-line (w/message line) LED sign*			

53" 10-line (w/message line) LED sign\*  
LED Sign Shipping (per sign)  
Add ADA Audible Voice to LED Signs\* (per sign)  
Solar Powered 24" 2-line LED Signs\* (per sign)  
Solar Powered LED Sign Shipping (per sign)

***Wi-Fi Hotspot for Passenger Use***

Wi-Fi Hardware\*  
Unlimited Data Plan

***Other Options***

Engine Diagnostics Interface\*  
Automatic Passenger Counters (\$2,000 one-time document fee)\*

Announcement System (for use with PA system)\*

\*Include installation

\*\*Include optional extended warranty

Please note that the LCD and LED signs require available 120V power at installation location

**Passenger alerts, passenger information website, and WAP-enabled website (for PDAs and cell phones) are to be provided by the selected contractor as part of this system.**

**4.1 Total Pricing and Payment:**

The total purchase price includes all labor, materials, equipment and other costs necessary to provide the service. The total purchase price also includes any and all taxes, assessments and/or exaction due and owing as a consequence of this agreement, including but not limited to any sales tax and the Contractor agrees that it shall be solely responsible for the payment of any such tax.

**ARTICLE V  
MISCELLANEOUS PROVISIONS**

**5.0 Miscellaneous:**

The parties hereto agree to the following provisions:

(a) This Agreement is entered into in the State of Arkansas and shall be construed and interpreted in accordance with its laws.

(b) Each party and counsel for each party have reviewed this Agreement and, accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement. No inferences shall be drawn from the fact that changes have been agreed to herein from the prior Agreements.

(c) In the event one or more of the provisions (or portions thereof) of this Agreement is determined to be illegal or unenforceable, the remainder of this Agreement shall not be affected thereby and each remaining provision or portion thereof shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law.

(d) This Agreement contains all the terms and conditions agreed upon by the parties hereto with respect to the transactions contemplated hereby and all prior agreements whether written, verbal or arising by past practice, are deemed to have merged into this Agreement. This Agreement shall not be amended, altered or modified except by written instrument signed by all of the parties.

(e) This Agreement shall be binding upon and inure to the benefit of the representatives, heirs, estates, successors and assigns of the parties hereto.

(f) Nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or give any person, firm or corporation, other than the parties hereto, their representatives, heirs, estates, successors and assigns, any benefits, rights or remedies under or by reason of this Agreement.

(g) Time is of the essence of this Agreement.

(h) This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

(i) The waiver of any breach or condition of this Agreement by any party hereto shall not constitute a precedent for any subsequent waiver or breach of any condition and the Parties further agree that this Agreement terminates and renders inoperative and unenforceable all verbal agreements between the Parties hereto.

(j) The word employee, person, officer, representative and all personal pronouns used herein, whether used in the masculine, feminine or neuter gender, shall include all other genders. Any word used herein stated in the singular shall include the plural, and vice versa. All titles and articles are for convenience only, and neither limit nor amplify the provisions of this Agreement, and all references herein to articles, paragraphs or subparagraphs hereof shall refer to the corresponding articles, paragraphs or subparagraphs of this Agreement unless a specific reference is made to such articles, paragraphs or subparagraphs of another document or instrument.

(k) All notices, demands, requests and other communications required or permitted hereunder shall be in writing and shall be deemed to have been given when presented personally or when deposited in a regularly maintained receptacle for the United States Postal Service, postage prepaid, registered or certified, return receipt requested, addressed to Authority's Address or the Contractor's Address or such other address as Contractor or Authority may from time to time designate by written notice given to the other as herein required.

(l) The Contractor further represents and warrants to, and agrees with, the Authority as follows:

(i) That the Contractor is a duly organized and validly existing Arkansas corporation, duly chartered and authorized under and by virtue of the laws of the State of Arkansas, in good standing and with full power and authority to conduct the business which it conducts . (ii) That there are no actions, suits, claims, investigations or legal or administrative proceedings pending or threaten against or for the benefit of Contractor, nor to Contractor's knowledge any basis for any such actions, suits, claims, investigations or legal or administrative proceedings which would impair or impact upon the Contractor's ability to full perform and observe its obligations and duties hereunder.

(iii) That Contractor has the legal power and right to enter into and fully perform this Agreement, and the consummation of the transactions contemplated by this Agreement shall not violate any provisions of law, or of the Contractor's Articles of Incorporation, Corporate Charter, By-Laws or any rules, regulations or any other agreement to which Contractor is a party.

(m) Wherever in this agreement it is provided that any party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express agreement to make such payment or to perform or not to perform, as the case may be, such act or obligation.

(n) All statements contained in any certificate or other instrument delivered by or on behalf of the parties pursuant hereto, or in connection with the transaction contemplated hereby, shall be deemed representations and warranties by the party giving same.

This Proposal is offered to CATA by:

Authorized Official:

BY: \_\_\_\_\_  
(Signature)

TITLE: \_\_\_\_\_

Company Name

\_\_\_\_\_

Address

\_\_\_\_\_

\_\_\_\_\_

## **CERTIFICATE NUMBER ONE ELIGIBLE BIDDER CERTIFICATION**

The Bidder warrants and represents that neither the Bidder, any of its employees or its subcontractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (2) Have not within a three-year period preceding this Bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph two (2) of this certification; and
- (4) Have not within a three-year period preceding this application/Bid had one or more public transactions (Federal, State or local) terminated for cause or default.

The person executing this certification further represents, warrants and affirms the truthfulness and accuracy of the contents of the statements submitted on or with this Certification and understand that the provisions of 31 U.S.C. Sections 3801 Et Seq are applicable thereto.

\_\_\_\_\_  
BIDDER NAME

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

**CERTIFICATE NUMBER TWO  
RECEIPT OF ADDENDA  
CERTIFICATION**

The Bidder warrants and represents that it has received all Addenda (if any) issued by the Authority in connection with this Request for Qualifications.

\_\_\_\_\_  
BIDDER NAME

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

## **CERTIFICATE NUMBER THREE NON-COLLUSION ASSURANCE AFFIDAVIT**

The undersigned, having first been duly sworn, on and under oath state and affirm as hereinafter stated:

1. That I am the person responsible for the final decision as to the price (s) and amount of this Bid or, if not, that I have written authorization, attached to this certification, from that person to make the statements sent forth below on his or her behalf and on behalf of the Bidder.
  
2. I further attest that:
  - (a) The price(s) and amount of this Bid have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition with any other Contractor, bidder or potential bidder.
  
  - (b) Neither the price(s) nor the amount of this Bid has been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the Bid Opening Date.
  
  - (c) No attempt has been made or will be made to solicit, cause or induce any firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
  
  - (d) The Bid of this Bidder is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.
  
  - (e) This Bidder has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.
  
  - (e) This Bidder has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for this Bidder submitting a complementary bid, or agreeing to do so, on this project.

(g) I have made a diligent inquiry of all members, officers, employees, and agents of this Bidder with responsibilities relating to the preparation, approval or submission of this Bidder's Bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this affidavit.

3. Further Affiant sayeth not.

Made and executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Affiant's name

SUBSCRIBED AND SWORN to before me a Notary Public of and for the County and State aforesaid on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

**CERTIFICATE FOUR  
DISADVANTAGED/WOMEN BUSINESS ENTERPRISE  
CERTIFICATION**

The undersigned, having first been duly sworn, on and under oath state and affirm as hereinafter stated:

1. That I am the Bidder or I have been duly authorized by the Bidder to make the statements sent forth below on behalf of the Bidder.
  
2. I further attest that:
  - (a) The Bidder is a Disadvantaged Business Enterprise and meets the eligibility requirements detailed in 49 CFR Part 26.
  
  - (b) The Bidder is certified with the Arkansas Highway and Transportation Department's DBE/WBE program or, if the Bidder has not been not certified through the Arkansas Highway and Transportation Department, the source of the Bidder's DBE certification is : (Please Insert Source of DBE Certification here):  
  
\_\_\_\_\_  
  
\_\_\_\_\_

3. Further Affiant sayeth not.

Made and executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Affiant's name

SUBSCRIBED AND SWORN to before me a Notary Public of and for the County and State aforesaid on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

**CERTIFICATE NUMBER FIVE  
EQUAL EMPLOYMENT OPPORTUNITY  
CERTIFICATION**

The undersigned, having first been duly sworn, on and under oath state and affirm as hereinafter stated:

1. That I am the Bidder or I have been duly authorized by the Bidder to make the statements sent forth below on behalf of the Bidder.
  
2. I further attest that:
  - (a) the policy of the Bidder is to insure equal opportunity and non-discrimination, and require that all employees and applicants for employment be treated equally regardless of race, color, sex, national origin, religion, age and physical handicap not related to the ability to perform a particular job or occupation, and,
  - (b) that the Bidder agrees to treat each person fairly without regard to race, color, sex, national origin, religion, age and physical handicap not related to the ability to perform a particular job or occupation, with respect to employment, upgrading, promotion, demotion, transfer, layoffs, termination, rates of pay or other forms of compensation, selection for training, and other terms and conditions of employment and further agrees to include in all recruitment advertising the notation that it is "An Equal Opportunity Employer, " and to register its employment advertisements with such minority and female community organizations as may be recommended by the Contract Compliance Division of the City Attorneys Office.
  
3. Further Affiant sayeth not.

Made and executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Affiant's name

SUBSCRIBED AND SWORN to before me a Notary Public of and for the County and State aforesaid on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

## **CERTIFICATE NUMBER SIX CERTIFICATION OF RESTRICTIONS ON LOBBYING**

The undersigned, having first been duly sworn, on and under oath state and affirm as hereinafter stated:

1. That I am the Bidder or I have been duly authorized by the Bidder to make the statements sent forth below on behalf of the Bidder.
2. I further attest that:
  - (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder, to any person for influencing or attempting to influence an officer or employee of any agency, 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, and,
  - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence 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 Bidder shall complete and submit the Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions, and,
  - (c) that the Bidder 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.
  - (d) The undersigned acknowledges that this certification is a material representation of fact upon which reliance is placed when this transaction is made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. Further Affiant sayeth not.

Made and executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Affiant's name

SUBSCRIBED AND SWORN to before me a Notary Public of and for the County  
and State aforesaid on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

## CERTIFICATE NUMBER SEVEN BUY AMERICA CERTIFICATION

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

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

Date \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Company Name \_\_\_\_\_

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

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

Date \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Company Name \_\_\_\_\_