****

**Southeastern Regional Transit Authority**

**REQUEST FOR QUALIFICATIONS**

**On-Call Technical Planning Assistance**

RFQ: 21-04

**SECTION 1 INTRODUCTION**

The Southeastern Regional Transit Authority (SRTA) is seeking statements of qualifications (SOQs) from qualified firms (Proposers) to provide Technical Planning Assistance on an as needed basis. The contract shall be for a period of three years with two one-year option to renew at the sole discretion of the SRTA. The payment and performance obligation for each succeeding year of the contract will be subject to appropriation and other available funds. The SRTA will request a fixed fee for each task that it undertakes under this contract.

The SRTA is a regional transit authority established pursuant to MGL c. 161B that is prohibited from directly operating service. SouthCoast Transit Management, Inc. (SCTM) is a private transit management company, under contract with the SRTA to operate both the fixed-route and paratransit services using facilities and equipment provided by the SRTA, which includes the SRTA bus terminals. As such, SCTM will play a key role in coordinating the On-Call Technical Planning Assistance Services

The performance of this contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 and all equal employment opportunity requirements. The SRTA’s overall goals for Disadvantaged Business Enterprise (DBE) participation are 1.37% of funds expended in U.S. Department of Transportation (US DOT) assisted contracts, however, no separate goal has been established for this procurement. Disadvantaged Business Enterprises (DBE) are encouraged to respond to this solicitation notice.

This procurement is being financed in part with funds from the U. S. Department of Transportation (US DOT), Federal Transit Administration (FTA). The resulting contract is subject to certain terms and conditions contained in the grant agreement between the SRTA and FTA and the SRTA Standard Terms and Conditions to the extent that they are applicable. The Standard Terms and Conditions and required certifications are attached.

Further information can be obtained from Procurement, Southeastern Regional Transit Authority, 700 Pleasant Street Suite 530, New Bedford, MA 02740, Phone: 508-997-6767 or by e-mail to procurement@srtabus.com.

**SECTION 2 SCOPE OF SERVICES**

1. **General**

The SRTA seeks to solicit proposals from qualified firms to provide on-call multi-disciplinary fixed route and demand response service planning; operational data analysis; and public outreach and customer engagement services.

The on-call contract is for a three-year period with two one-year term options. Work will be performed as needed on an individual work order basis. The list of anticipated projects is included as a demonstration of need; projects are subject to be modified, eliminated, or added to the list as planning needs change during the contract period. Projects will be initiated on an on-call basis and performed with a project specific scope of work.

1. **Scope of Services**
	1. Provide technical assistance for fixed route and demand response service analysis;
	2. Provide technical assistance for Title VI analysis for major service changes and fare changes;
	3. Provide assistance with public outreach and public engagement for service changes and fare changes;
	4. Provide assistance with customer service surveys, customer outreach, and customer engagement;
	5. Provide assistance with bus stop site evaluations;
	6. Provide assistance with on-board passenger counts;
	7. Provide assistance with grant applications as needed;
	8. Provide Spanish and Portuguese document translation and in-person interpretation for public engagement events;
	9. Conduct special studies.
2. **Anticipated Tasks**
	1. Title VI Program Update;
	2. South Coast Rail Station Service Plan;
	3. Small Area/Corridor Service Plan;
	4. Schedule optimization;
	5. Bus Stop Design Guideline and Stop Plan;
	6. Print and digital schedule design and updates;
	7. Annual public engagement forums;
	8. Customer demographic, economic, and travel pattern surveys.

**SECTION 3 MINIMUM QUALIFICATIONS**

1. **Firm Qualifications**
	1. Direct experience providing on-call services for a transit authority;
	2. Direct experience developing a Title VI Program for a Title VI Tier I transit provider;
		1. Experience conducting Title VI Service and Fare Change Equity Analysis;
	3. Experience preparing short-range and long-range service planning programs for fixed route and demand response services;
	4. Experience planning, executing, and reporting public engagement programs;
	5. Graphic design for print, online, and social media formats
2. **Key Personnel**
	1. Project manager with five years minimum experience managing transit service planning program;
	2. Experience in transit service planning
		1. Ridership and fare use analysis;
		2. Travel time analysis;
		3. Service scheduling and vehicle operations efficiency analysis;
	3. Experience with public engagement and outreach including in-person participation, remote participation, and online and social media engagement.
3. **Capacity**
	1. Experience managing multiple simultaneous projects;
	2. Depth of available personnel;
	3. Responsiveness to work requests
		1. Acknowledging request, preparing a time and cost estimate for work, and completing request within agreed timeline;
	4. Language proficiency in both written and spoken Spanish and Portuguese.

**SECTION 4 STATEMENTS OF QUALIFICATIONS (SOQ)**

**A. SOQ Content**

Each Proposer shall prepare an SOQ in accordance with the requirements outlined below. The SRTA desires succinct submittals that address the specific content requirements.

To facilitate the review of all submittals, each SOQ shall be:

* Printed on 8-1/2” x 11” sheet size (folded 11” x 17” exhibits are acceptable, however).
* Typewritten with no smaller than 12-point font size.
* No more than ten (10) single sided pages (excluding attachments and the transmittal letter).
* Bound with tabbed dividers labeled by section to correspond with the seven (7) SOQ sections listed below.

Each SOQ shall consist of the following elements in the prescribed order:

1. Transmittal Letter

The SOQ shall be transmitted with a letter, describing the firm’s interest and commitment to performing the technical planning assistance services for potential projects. The transmittal letter shall not exceed two (2) pages. It shall state that the proposal shall be valid for a 90-day period, commencing from the SOQ’s due date, and should include the name, title, address, email, and telephone number of the individual to whom correspondence and other contact should be directed during the selection process. The person authorized by the firm to negotiate a contract with the SRTA shall sign the cover letter. Address the cover letter as follows:

Mr. Erik Rousseau, Administrator

Southeastern Regional Transit Authority

700 Pleasant Street, Suite 530

New Bedford, MA 02740

 2. Project Team and Availability

The SOQ shall provide a brief written description of the proposed project team that describes the anticipated staffing for the duration of the project. This section is intended to be brief. More detailed discussion of each key team member’s experience and qualifications shall be provided in response to Item 5 below.

Each Proposer shall identify a Project Manager to serve as the point of contact for the SRTA throughout the duration of the Agreement. The Project Manager shall have recent, relevant experience with similar technical planning projects. In addition, the Proposer shall identify the individuals who would serve as the key team members of the Proposer’s organization. For each key team member, include a resume at Attachment 1 of the Appendix.

It should be noted that it is the SRTA’s expectation that all key personnel listed as part of this Item will be available as appropriate for work on the SRTA projects.

 3. Minimum Qualifications

The SOQ shall provide a clear and concise explanation of how this team satisfies the Minimum Qualifications described in Section 3 of this RFQ. In response to this item, the Proposer may provide a cross reference to relevant information provided elsewhere in the SOQ.

 4. Project Management and Approach

The SOQ shall provide the firm’s proposed approach and management plan for providing technical planning services. The Proposer shall provide an organization chart listing the team members by area of expertise.

The Proposer shall describe how it will organize team members, using the talents available to effectively assist the SRTA. Identify the processes and procedures that will be implemented to manage and coordinate between the various entities involved in each project.

In addition, this item should discuss the firm’s approach for delivering the services for project completion on-time and within budget constraints.

Provide any other information that the Proposer may deem relevant. In particular, the Proposer is invited to describe any particular aspects of its organization that sets its team apart from the competition.

 5. Qualifications and Experience

The SOQ should provide the qualifications and experience of the entire team that will be available for providing the requested services. Please emphasize the specific qualifications and experience of key team members from similar projects. This section should address each relevant category of services anticipated in the Scope of Services.

Each SOQ shall express the Proposer’s understanding of the unique environment of the SRTA’s services, including local conditions and challenges, and the Proposer’s understanding of and experience with applicable federal, state, and local requirements that may pertain to work conducted under the Scope of Services.

 6. References

Provide three (3) client references (names and current phone numbers) from recent work (previous three (3) years) that is scope specific. Include a brief description of each project associated with the reference and note the roles of the respective team members.

The Proposer is advised that the SRTA may request information from the Proposer’s clients and any other available sources while investigating the Proposer’s experience and qualifications. Submittal of the SOQ constitutes consent to such requests.

 7. Appendix

Item 7, the Appendix, shall not count toward the pagination limit of ten (10) pages identified above.

Attachment 1: Attach detailed resumes for all key team members identified in response to Item 2 of the SOQ Contents.

Attachment 2: Documentation demonstrating that the Proposer, if applicable, is licensed to do business in Massachusetts.

Attachment 3: Identify any potential conflicts of interest with SRTA or any other relevant parties.

Attachment 4: Identify any legal actions against Proposer or any key team member that are pending or have been settled or finalized in the last three (3) years.

**B. SOQ Submission Instructions**

**All qualifications must be received no later than 2 PM EST on Friday, April 30, 2021.**

Qualifications and fee information should be submitted in separate envelopes.

Each Proposer must submit **three (3)** hard copies of the entire SOQ, including one (1) marked “Original” and one (1) digital copy saved as PDF submitted on a USB drive. SOQs not submitted in the manner described herein will be considered nonresponsive and subject to rejection. SOQs submitted after the specified date and time in this RFQ will not be accepted. SOQs must be enclosed in a sealed envelope, box or package that is clearly marked” **Request for Qualifications – On-Call Technical Planning Assistance.”** Include the business name on the outside of the submittal package. Proposers are advised that they may be required to submit additional information upon request from the SRTA.

Proposers shall submit their SOQs to the following address:

**Qualifications**

**Southeastern Regional Transit Authority**

**ATTN: Mr. Erik Rousseau, Administrator**

**700 Pleasant Street, Suite 530**

**New Bedford, MA 02740**

**General Requirements**

* SOQs **MUST** be signed. Unsigned proposals will be rejected. Please see the

Signature Requirements specified below.

* Proposers may be required to give an oral presentation to the SRTA to clarify or elaborate on the submitted SOQ.
* No SOQ will be accepted from, nor any agreement awarded to, any Proposer that is in arrears upon any debt or in default of any obligation owed to the SRTA. Additionally, no agreement will be awarded to any Proposer that has failed to satisfactorily perform pursuant to any prior agreement with the SRTA.
* The attached Required Certifications must be signed and included with the proposal.

**Fee Information**

Fee information must be included with submittal and placed in a separate sealed envelope labeled:

**Fee Information**

**Southeastern Regional Transit Authority**

**On-Call Technical Planning Assistance**

The fee information must include the following:

* Unwound labor rates for the personnel anticipated to support task order projects;
* Indirect cost proposal;
* Profit proposal.

**Signature Requirements**

SOQs must be signed by one or more duly authorized officials of the Proposer.

Consortia, joint ventures, or teams submitting proposals, although permitted, will not be considered responsive unless it is established that all contractual responsibility rests solely with one contractor or one legal entity which shall not be a subsidiary or affiliate with limited resources. Each SOQ should indicate the entity responsible for contract execution on behalf of the proposed team.

**C. Inquiries and Requests for Clarification**

Requests for clarification of this RFQ must be written and submitted to the address below. Requests for clarification must be received no later than **2 PM EST on** **Friday, April 16, 2021.**

NO COMMUNICATIONS OF ANY KIND WILL BE BINDING AGAINST THE SRTA, EXCEPT FOR THE FORMAL WRITTEN RESPONSES TO ANY REQUEST FOR CLARIFICATION.

Requests for clarifications are to be directed to:

Procurement

Southeastern Regional Transit Authority

 700 Pleasant St., Suite 530

New Bedford, MA 02740

 Phone: 508-997-6767 or by e-mail to procurement@srtabus.com

**D. Confidentiality**

The above requirements must be met by all proposers. Any information considered confidential or proprietary by the Proposer shall be so labeled (see *Freedom of Information Law*).

**Addenda and Supplements to Request for Proposals**

In the event that it becomes necessary to revise any part of this RFQ, or if additional information is necessary to enable the Proposer to make an adequate interpretation of the provisions of this RFQ, a supplement to the RFQ will be provided to each potential Proposer. All Proposers must submit either an e-mail address or the address that they wish any or all addenda to be sent to.

**SECTION 5 PROPOSAL EVALUATION AND SELECTION**

All SOQs received will be evaluated by a selection committee. The selection committee will evaluate each SOQ using the criteria listed below. The SRTA reserves the right to make such additional investigations as it deems necessary and may require additional information.

**Evaluation Criteria (100 MAX Total Points)**

1. **Firm Qualifications: 40 Points**
	1. Evaluation is based on extent of directly related experience in providing on-call transit planning, customer surveys, Title VI equity analysis, bus stop design, and public engagement and outreach;
	2. Past performance on contracts with government agencies and transit authorities;
	3. Record of completing work within the agreed timeline and budget;
2. **Key Personnel: 40 Points**
	1. Professional qualifications and certifications of personnel assigned to work on the contract;
	2. Staff knowledge and experience working on transit service planning projects, public engagement and outreach events, and graphic design for print, online, and social media;
3. **Capacity and Approach: 20 points**
	1. Ability to respond to work requests and complete requests within agreed timeline;
	2. Approach to client relations and communications;
	3. Approach to project management;
	4. Tools available to perform technical data analysis and visualization;
	5. Proficiency in both spoken and written Spanish and Portuguese language translation and interpretation.

**Total Possible Points: 100 points**

**SELECTION PROCESS**

All proposals will be reviewed and evaluated by the Selection Committee ("the Committee") based on the weighted evaluation criteria above. The Committee will select up to three (3) proposers to be interviewed ("the short list"). The SRTA will notify all respondents of the names of the proposers selected for the short list.

Selected interviewees will be notified, either by mail, email, or telephone, of the date, time and place for their interviews and any other pertinent information related thereto. Interviews are anticipated for the week of **May 10-14, 2021** and will be held as a remote video conference.

Within a reasonable period of time after the last interview, the Committee will forward to the SRTA Administrator its recommendation of the final ranking of the short-listed proposers. The SRTA Administrator may, at his sole discretion, interview any of the finalists.

The SRTA Administrator may accept or reject the ranking. The proposer selected by the SRTA Administrator will be notified either by mail, email, or telephone of the selection. Negotiations concerning scope and fee with the most qualified proposer will commence thereafter. In the event negotiations are unsuccessful, the SRTA will request the second ranked finalist, then if necessary, the third ranked finalist, to submit a proposal in the same manner as for the first ranked finalist. In the unlikely event negotiations are unsuccessful with the three top ranked firms; the SRTA may re-advertise the RFQ or may select additional finalists from the original pool of proposers.

Once successful negotiations have concluded or if the fee has been set, the SRTA will prepare the appropriate number of contracts and submit them to the successful proposer for signature.

***Please Note: Anyone attempting to influence the SRTA’s selection process through a third party may be disqualified.***

#### **The SRTA BID / PROPOSAL PROTEST PROCEDURE**

**1. General**

This procedure is applicable to all procurements in excess of $100,000. Protests for procurements of less than $100,000 shall be informally handled by the Procurement Department.

**2. Definitions**

“Interested Party" means an actual or prospective bidder or offeror whose direct economic interest would be affected by the award of a contract or by the failure to award a contract. It does not include subcontractors or potential subcontractors.

All "days" referred to are deemed to be normal business days. Except as otherwise provided, in computing a period of time prescribed by these regulations, the day from which the designated period of time begins to run shall not be counted, but the last day of the period shall be counted unless that day is not a normal business day, in which event the period shall include the next working day. Time for filing any document or copy thereof with the Authority expires at 2 PM Eastern Standard Time or Eastern Daylight Savings Time, as applicable on the last day on which such filing may be made.

"Adverse agency action" is any action or inaction on the part of the Authority which is prejudicial to the position taken in a protest filed with the Authority. It may include but is not limited to: a decision on the merits of a protest; a procurement action such as the receipt of qualifications, the award of a contract, or the rejection of qualifications despite the pendency of a protest; or the Authority acquiescence in and active support of continued and substantial contract performance.

**3. Filing of Protest**

An interested party may protest to the Authority a solicitation issued by the Authority for the procurement of property or services, or the proposed award or the award of such a contract.

Protest must be in writing and addressed as follows:

CFO / Procurement Manager

Southeastern Regional Transit Authority

700 Pleasant Street, Suite 530

New Bedford, MA 02740

ATTN: Protest –On-Call Technical Planning Assistance

The protester shall furnish two complete copies of the protest to the Procurement Manager, addressed as stated above.

A protest filed with the Authority shall:

* 1. Include the name, address and telephone number of the protester;
	2. Include an original signed by the protester or its representative;
	3. Identify the solicitation and purchase order number;
	4. Set forth a detailed statement of the legal and factual grounds of protest, including copies of relevant documents; and,
	5. State the form of relief requested.

No formal briefs or other technical forms of pleading or motion are required. Protest submissions should be concise, logically arranged, and clearly state legally sufficient grounds of protest.

A protest filed with the Authority may be dismissed for failure to comply with any of the requirements of this section.

**4. Time of Filing**

Protests based upon alleged improprieties in a solicitation which are apparent prior to qualifications receipt or the closing date for receipt of initial qualifications shall be filed prior to the closing date for receipt of qualifications. In procurements where qualifications are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing date for receipt of qualifications following the incorporation.

In cases other than those covered above, protests shall be filed not later than 5 days after the basis of protest is known or should have been known, while within 5 days prior to the date specified for filing a response for RFQ’s.

The term “filed” regarding protests to the SRTA means receipt of the protest submission to the SRTA’s Administrator.

SRTA, for good cause shown, or where it determines that a protest raises issues significant to the procurement system, may consider any protest which is not filed timely.

**5. Notice of Protest, Submission of Authority Report and Time for Filing of Comments on Report**

The Procurement Manager shall promptly give notice of the protest to the contractor if award has been made or, if no award has been made, to all proposers who appear to have a substantial and reasonable prospect of receiving an award if the protest is denied. The Procurement Manager shall furnish copies of the protest submissions to such parties, if requested to do so in writing. In addition, if a contract will be paid in part with funding from the FTA, then the FTA Region I office shall be notified in writing of the protest.

Material submitted by a protester will not be withheld from any interested party outside the Authority which may be involved in the protest except to the extent that the withholding of information is permitted or required by law or regulation. If the protester considers that the protest contains material which should be withheld, a statement advising of this fact must be affixed to the front page of the protest submission and the allegedly protected information must be so identified whenever it appears.

Protests shall be reviewed by a panel consisting of representatives of Legal, the Procurement Manager and appropriate technical and other staff. Such review panel shall be chaired by the Procurement Manager or by a designee, as authorized in writing.

Documents that will be included in the review will consist of the protest, the qualifications submitted by the protester, the solicitation, including the specifications or portions relevant to the protest, the abstract of qualifications or proposers or relevant portions, any other documents that are relevant to the protest, or any additional evidence or information deemed necessary in determining the validity of the protest. Following final review, the Procurement Manager will furnish a copy of the report to the protester and interested parties who have responded to the notice.

Comments on the report shall be filed by the protester and interested parties with the Procurement Manager within 5 days after receipt of the report. Failure of the protester to file comments, or to file a statement requesting that the case be decided on the existing record, or to request an extension under this section within the 5-day period will result in dismissal of the protest.

Notwithstanding any other provision of this procedure, when on its face a protest does not state a valid basis for protest or is untimely, the Procurement Manager may summarily dismiss the protest. Among the protests which may be dismissed without consideration of the merits are those concerning the following:

1. The SRTA's Purchasing Regulations and Procedures.
2. Contract Administration.
3. Affirmative Determination of Responsibility by the Procurement Manager. Because the determination that a proposer is capable of performing a contract is based in large measure on subjective judgments which generally are not readily susceptible of reasoned review, an affirmative determination of responsibility will not be reviewed, absent a showing that such determination was made fraudulently or in bad faith or that definitive responsibility criteria in the solicitation were not met.
4. Determinations by the Authority of "minor informalities" in qualifications which can waived by the Authority, absent a showing that such determination was made fraudulently or in bad faith or that definitive responsiveness criteria in the solicitation were not met.
5. Affirmative determination by the Authority that qualifications or proposer is responsive to the Authority's specifications, absent a showing that such determination was made fraudulently or in bad faith or that definitive specification criteria in the solicitation were not met.
6. Protests not filed within the time limits set forth above.
7. Subcontractor Protests. The Authority will not consider subcontractor protests.
8. Judicial proceedings. The Authority will not consider protests where the matter involved is the subject of litigation before a court of competent jurisdiction, unless the court requests a decision by the Authority in accordance with these procedures. The Authority will not consider protests where the matter involved has been decided on the merits by a court of competent jurisdiction.

**6. Withholding of Award and Suspension of Contract** **Performance**

When the Authority receives notice of a protest prior to award of a contract it may not award a contract under the protested procurement while the protest is pending unless the Procurement Manager determines in writing that urgent and compelling circumstances significantly affecting interests of SRTA will not permit waiting for the protest decision.

**7. Conference Meeting**

A conference meeting on the merits of the protest may, at the sole discretion of the review panel, be held at the request of the protester or interested parties who have responded to the notice given above. Requests for a conference should be made at the earliest possible time in the protest proceeding.

Conferences will be held on a date set by the review panel no later than 5 days after receipt by the protester and interested parties of the review panel report. All interested parties shall be invited to attend. Ordinarily, only one conference will be held on a protest.

If any party refuses to attend such a conference, or a witness fails to attend or fails to answer a relevant question, the review panel may draw an inference unfavorable to the party refusing to cooperate.

The review panel may request that a conference be held if at any time during the protest proceeding it decides that such a conference is needed to clarify material issues. If such a conference is held the review panel shall make such adjustments in the submission deadlines as it determines to be fair to all parties.

Failure of the protester to file comments or to file a statement requesting that the case be decided on the existing record will result in dismissal of the protest.

**8. Remedies**

If the review panel determines that a solicitation or proposed award does not comply with statute or regulation, it shall recommend that the Authority implement any combination of the following remedies which it deems appropriate under the circumstances:

1. Refrain from exercising options under the contract;

2. Re-compete the contract;

3. Issue a new solicitation;

4. Award a contract consistent with statute and regulation; or

5. Such other recommendations as the Procurement Manager determines necessary to promote compliance.

In determining the appropriate recommendation, the review panel shall consider all the circumstances surrounding the procurement or proposed procurement including, but not limited to, the seriousness of the procurement deficiency, the degree of prejudice to other interested parties or to the integrity of the competitive procurement system, the good faith of the parties, the extent of performance, cost to the Authority, the urgency of the procurement and the impact of the recommendation on the Authority's mission.

**9. Time for Decision by the Authority's Review Panel**

The review panel shall issue a final decision on a protest within 60 days from the date the protest is filed with it. The determination of the SRTA regarding a protest will be final.

**10. Administrator Involvement**

A Protester may ask the SRTA Administrator to review the decision made by the Authorities Review Panel. Review of protests by the Administrator will be limited to a grantee's failure to have or follow its protest procedures, or its failure to review a complaint or protest.

**11. FTA Involvement**

FTA Circular 4220.1F provides the following advice regarding appeals from the Authority's determination:

...A protester must exhaust all administrative remedies with the grantee (Authority) before pursuing a protest with FTA. Review of protests by FTA will be limited to a grantee's failure to have or follow its protest procedures, or its failure to review a complaint or protest. An appeal to the FTA must be received by the cognizant FTA regional or Headquarters Office within five (5) working days of the date the protestor knew or should have known of the violation.

Violations of Federal law or regulation will be handled by the complaint process stated in that law or regulation. Violations of State or local law or regulations will be under the jurisdiction of State or local authorities.

**SECTION 6 GENERAL CONDITIONS**

The following Terms and Clauses are applicable to all contracts, procurements or purchase orders of $3,000.00 or greater. By accepting this contract or purchase order the vendor acknowledges and agrees to comply with the Required Federal Terms and Clauses and to sign any certification required hereby.

**REQUIRED FEDERAL TERMS & CLAUSES**

APPLICABLE TO ALL CONTRACTS EXCEPT AS NOTED

**NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES**

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

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

**PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS
AND RELATED ACTS**

**31 U.S.C. 3801 et seq.**
**49 CFR Part 31 18 U.S.C. 1001
49 U.S.C. 5307**

These requirements flow down to contractors and subcontractors who make, present, or submit covered claims and statements. These requirements have no specified language, so FTA proffers the following language. (1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 etseq .and U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

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

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

**ACCESS TO RECORDS AND REPORTS**

**49 U.S.C. 5325**
**18 CFR 18.36 (i)
49 CFR 633.17**

The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until SRTA, Commonwealth of Massachusetts, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i) (11). The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

**FEDERAL CHANGES**

**49 CFR Part 18**

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 [Master Agreement](http://www.fta.dot.gov/16874_16882_ENG_HTML.htm) between the Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor’s failure to so comply shall constitute a material breach of this contract.

**TERMINATION**

**49 U.S.C. Part 18
FTA Circular 4220.1F**

**Applicable to all contracts in excess of $10,000.**

If the solicitation documents contain termination language that conflicts with the following, the terms contained in the solicitation documents shall prevail.

a. Termination for Convenience (General Provision) SRTA may terminate this contract, in whole or in part with written notice to the Contractor when it is in the best interest of the government to do so. The Contractor shall be paid its costs, including contract closeout costs, and profit on all work performed up to the time of termination. The contractor will be paid for all work performed up to the time of termination. The contractor shall promptly submit its termination claim to SRTA. If the Contractor has any property in its possession belonging to SRTA, the Contractor will account for the same, and dispose of it in the manner SRTA directs.

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

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

If Contractor fails to remedy to SRTA satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract by the next delivery date regarding any technical specification of this procurement or after five business days from the date of written notice from SRTA setting forth the nature of said breach or default pertaining to general contractual terms or conditions, SRTA shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude SRTA from also pursuing all available remedies against Contractor and its sureties for said breach or default including financial remuneration for any increases in product. SRTA also reserves the right to purchase on the open market or award to the next lowest Bidder and use any differential in price in determining its fair and reasonable claim for financial restitution.

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

**CIVIL RIGHTS REQUIREMENTS**

**29 U.S.C. § 623, 42 U.S.C. § 2000 etseq
42 U.S.C. § 6102, 42 U.S.C. § 12112
42 U.S.C. § 12132, 49 U.S.C. § 5332
29 CFR Part 1630, 41 CFR Part 21**

**FTA Circular 4220.1F**

**Civil Rights –** The following requirements apply to the underlying contract:

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

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

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

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

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

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

**DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

**49 CFR Part 26**

**This provision may be modified by specific DBE requirements stated in the solicitation documents for a particular procurement.**

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.* The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency’s overall goal for DBE participation is 1.37%. No contract goal for DBE participation has been established for this procurement.
b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as SRTA deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
The successful Bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor’s receipt of payment for that work from the SRTA. In addition, the contractor may not hold retainage from its subcontractors.

e. The contractor must promptly notify SRTA, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of SRTA.

**INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

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

**GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)**

**49 CFR Part 29
Executive Order 12549 and 12689**

**Applicable to contracts in excess of $25,000.**

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.
The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.
By signing and submitting its Bid or proposal, the Bidder or Proposer certifies as follows:
The certification in this clause is a material representation of fact relied upon by SRTA. If it is later determined that the Bidder or Proposer knowingly rendered an erroneous certification, in addition to remedies available to SRTA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Bidder or Proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Bidder or Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**ENERGY CONSERVATION REQUIREMENTS**

**42 U.S.C. 6321 et seq.
49 CFR Part 622**

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

**RECYCLED PRODUCTS**

**42 U.S.C. 6962
40 CFR Part 247
Executive Order 12873**

**Applicability to Contracts**
The Recycled Products requirements apply to all contracts for items designated by the EPA, when the purchaser or contractor procures $10,000 or more of one of these items during the fiscal year, or has procured $10,000 or more of such items in the previous fiscal year, using Federal funds. New requirements for “recovered materials” will become effective May 1, 1996. These new regulations apply to all procurement actions involving items designated by the EPA, where the procuring agency purchases $10,000 or more of one of these items in a fiscal year, or when the cost of such items purchased during the previous fiscal year was $10,000.

**Flow Down**
These requirements flow down to all too all contractor and subcontractor tiers.

**Model Clause/Language**
No specific clause is mandated, but FTA has developed the following language.  **Recovered Materials –** The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

**ACCESS FOR INDIVIDUALS WITH DISABILITIES**

The Contractor agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Contractor also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with 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; and with 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. In addition, the Contractor agrees to comply with applicable Federal regulations and directives and any subsequent amendments thereto, except to the extent the Federal Government determines otherwise in writing, as follows:

 (1) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. Part 37;

 (2) 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. Part 27;

 (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, “Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;

 (4) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. Part 35;

 (5) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. Part 36;

 (6) U.S. General Services Administration (U.S. GSA) regulations, “Accommodations for the Physically Handicapped,” 41 C.F.R. Subpart 101‑19;

 (7) U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630;

 (8) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled,” 47 C.F.R. Part 64, Subpart F; and

 (9) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. Part 1194;

 (10) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. Part 609; and

 (11) Federal civil rights and nondiscrimination directives implementing the foregoing regulations.

*End of Section*

**SECTION 7 EXHIBITS**

**SOUTHEASTERN REGIONAL TRANSIT AUTHORITY**

REQUIRED CERTIFICATIONS

***PURCHASE OF GOODS AND SERVICES***

***Revised May, 2016***

Qualifications that are not accompanied by the required certifications will be rejected as non-responsive. The certifications will be deemed a part of the resulting contract. Other required provisions are contained in the SRTA Standard Terms and Conditions which is available from SRTA on request.

1. General Information
2. Non-Collusion Affidavit
3. Lobbying
4. Primary Participant Debarment
5. Certification of Lower-Tiered Participants Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion
6. DBE Participation - Purchase of Goods and Services

# GENERAL INFORMATION

Southeastern Regional Transit Authority RFQ 21-04

**(Must be completed and submitted with Qualifications)**

Name of Organization: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Years in Business: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Organization is (check one):

\_\_\_ Corporation \_\_\_ Partnership \_\_\_ Association

\_\_\_ Joint Venture \_\_\_ Sole Proprietorship \_\_\_ Public Agency

\_\_\_ Quasi-Public Agency

Other: (Explain): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Organization’s Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name, Title, and Telephone Number of the Organization’s Authorized Representative:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Acknowledgment of received Addenda No(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The undersigned, being cognizant of the pages, documents and Exhibits concerned herewith agrees to provide the SRTA, with the services described in the Request for Qualifications for On-Call Technical Planning Assistance

The Proposer hereby affirms that these qualifications are genuine, not a sham or collusive, and is not made in the interest of any person not therein named.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized Signature Date

FAILURE TO COMPLETE THIS FORM AND SUBMIT IT WITH YOUR QUALIFICATIONS WILL RENDER THE PROPOSER NON-RESPONSIVE

# NON-COLLUSION AFFIDAVIT

The Undersigned, having examined the Specifications, Standard Requirements and other documents and being familiar with the various conditions under which these services, equipment and/or supplies are to be used, agrees to furnish all labor, materials, tools, equipment and services called for in the bid for the prices stated.

The Undersigned hereby certifies that these qualifications are genuine and not a sham, collusive, or fraudulent or made in the interest of or in behalf of any person, firm or corporation not herein named, and that the Undersigned has not, directly induced or solicited any Proposer to submit sham qualifications or any other person, firm or corporation to refrain from submitting qualifications and that the Undersigned has not, in any manner, sought by collusion to secure for themselves an advantage over any other proposer.

NAME OF INDIVIDUAL, PARTNERSHIP, OR CORPORATION

ADDRESS

AUTHORIZED PERSON

SIGNATURE

TITLE

DATE

FAILURE TO COMPLETE THIS FORM AND SUBMIT IT WITH YOUR QUALIFICATIONS WILL RENDER THE PROPOSER NON-RESPONSIVE

# LOBBYING CERTIFICATE

The undersigned 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 any 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 influencing or attempting to influence 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. Req. 1413 (1/19/96).
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 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.

The Proposer, , certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. A3801, et. seq., apply to this certification and disclosure, if any.

DATE

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

FIRM NAME

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNATURE & TITLE

FAILURE TO COMPLETE THIS FORM AND SUBMIT IT WITH YOUR QUALIFICATIONS WILL RENDER THE PROPOSER NON-RESPONSIVE

# DEBARMENT CERTIFICATION

The proposer hereby certifies to the best of its knowledge and belief that its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by the Commonwealth of Massachusetts, the Federal Government or other states.
2. Have not within the preceding three-year period 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 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 (2) of this certification; and
4. Have not within the preceding three-year period had one or more public transactions (Federal, State or local) terminated for cause or default.

THE PROPOSER CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION.

DATE

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

FIRM NAME

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNATURE & TITLE

FAILURE TO COMPLETE THIS FORM AND SUBMIT IT WITH YOUR QUALIFICATIONS WILL RENDER THE PROPOSER NON-RESPONSIVE

# CERTIFICATION OF LOWER-TIER PARTICIPANTS REGARDING DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION

The Lower Tier Participant (potential sub-recipient under an FTA project, potential third-party contractor, or potential subcontractor under a major third-party contract),

(Name of Firm) certifies, by submission of this proposal, that neither it nor its “principals” as defined at 49 CFR, Part 29105(p), are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(If the Lower Tier Participant (potential sub-recipient under an FTA project, potential third-party contractor, or potential subcontractor under a major third-party contract),

(Name of Firm) is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal.)

THE LOWER-TIER PARTICIPANT (potential sub-recipient under an FTA project, potential third-party contractor, or potential subcontractor under a major third-party contract),

(Name of Firm)

CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 USC SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature and Title of Authorized Official

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

FAILURE TO COMPLETE THIS FORM AND SUBMIT IT WITH YOUR QUALIFICATIONS WILL RENDER THE PROPOSER NON-RESPONSIVE

# DISADVANTAGED BUSINESS ENTERPRISE (DBE) CERTIFICATION

1. Policy. It is the policy of the Department of Transportation that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 shall have a level playing field to participate in the performance of contracts financed in whole or part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this agreement.
2. DBE Obligation. The supplier or contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have a level playing field to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard all recipients or contractors shall ensure that all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged and women business enterprises have a level playing field to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, creed, color, national origin, age, sex, handicap, or disability in the award and performance of DOT-assisted contracts

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

Signature

Title

FAILURE TO COMPLETE THIS FORM AND SUBMIT IT WITH YOUR QUALIFICATIONS WILL RENDER THE PROPOSER NON-RESPONSIVE