CITY OF WICHITA FALLS
PUBLIC TRANSPORTATION

FALLS RIDE

RFP # 01-16

AUTOMATIC VEHICLE LOCATION &
REAL TIME PASSENGER INFORMATION
SYSTEM

PROPOSAL DUE DATE – JANUARY 26, 2016 - 2:00PM
REQUEST FOR ADDITIONAL INFORMATION – JANUARY 18, 2016 – 2:00PM
ADDENDUM ISSUED – JANUARY 22, 2016

From:
CITY OF WICHITA FALLS
PURCHASING AGENT’S OFFICE
1300 Seventh Street - Room 113
Wichita Falls, Texas 76301(940) 761-7466
# Request for Proposal (RFP) for Public Transportation
## GPS/AVL System

## Table of Contents

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Project Overview</strong></td>
<td>4</td>
</tr>
<tr>
<td>Scope of Work</td>
<td>4</td>
</tr>
<tr>
<td>Objectives</td>
<td>4</td>
</tr>
<tr>
<td>System Requirements</td>
<td>5</td>
</tr>
<tr>
<td>End User Requirements</td>
<td>7</td>
</tr>
<tr>
<td>Optional Modules</td>
<td>8</td>
</tr>
<tr>
<td><strong>Current System Overview</strong></td>
<td>8</td>
</tr>
<tr>
<td><strong>Project Requirements</strong></td>
<td>8</td>
</tr>
<tr>
<td>A. System Review</td>
<td>8</td>
</tr>
<tr>
<td>B. Implementation</td>
<td>8</td>
</tr>
<tr>
<td>C. Project Team</td>
<td>8</td>
</tr>
<tr>
<td>D. Documentation</td>
<td>9</td>
</tr>
<tr>
<td>E. Training</td>
<td>9</td>
</tr>
<tr>
<td>F. Technical Environment</td>
<td>9</td>
</tr>
<tr>
<td><strong>Vendor’s Response</strong></td>
<td>10</td>
</tr>
<tr>
<td>Section 1. Executive Summary</td>
<td>10</td>
</tr>
<tr>
<td>Section 2. Corporate Background and Experience</td>
<td>10</td>
</tr>
<tr>
<td>Section 3. Implementation</td>
<td>10</td>
</tr>
<tr>
<td>Section 4. Hardware Recommendations (refers to Appendix A)</td>
<td>10</td>
</tr>
<tr>
<td>Section 5: Project Team Description</td>
<td>10</td>
</tr>
<tr>
<td>Section 6. Training</td>
<td>11</td>
</tr>
</tbody>
</table>
Section 7. Post-Implementation Support

Section 8. Integration and Customization

Section 9. References (refers to Appendix B)

Section 10. Costs

Section 11. Statement of Work

**Bid and Award Summary**

Proposer requirements

Delivery of Proposals

Additional Information and Addenda

Request for Additional Information

Review and Evaluation process

Award

Payment Schedule

Term of Contract

**Appendices**

Appendix A: System Requirements

Appendix B: References

Appendix C: Additional Company Information

Appendix D: Federal Clauses
PROJECT OVERVIEW

The City of Wichita Falls’ Public Transportation Division is seeking proposals from qualified contractors to install, implement, provide system support, and training for a Global Positioning Device (GPS) / Automatic Vehicle Location (AVL), Automatic Vehicle Announcement (AVA), Computer-Aided Dispatch (CAD), and Real Time Passenger Information System for 13 fixed route transit buses and 1 workstation. The intent of this document is to solicit proposals from qualified vendors to provide a “turnkey solution” that is cloud hosted and meets the City’s current needs with the ability to be expanded to meet future needs.

The system must be able to integrate with all existing and concurrent systems, without compromising the efficacy of the overall system. The purpose of acquiring such a system is to give transit passengers the ability to disseminate information via the Internet, cellular/mobile devices, and/or through passenger information signs.

The proposed integrated solution must meet the technical, support, service, system integration, and business requirements as defined in the RFP. The RFP documentation provides background information on the Wichita Falls Transit System (WFTS) organizational structure, functional and technical requirements, and other pertinent information.

SCOPE OF WORK

The scope of the proposed project will provide planning, installation, training, and configuration for implementation of a GPS/AVL Passenger Information System (GAPIS) for the WFTS for 13 buses. A vendor specializing in any of these areas is welcome to respond.

The purpose of acquiring such a system is to create efficiencies in the time spent by WFTS staff entering, modifying and retrieving data, as well as, provide a means for customers of the WFTS to access more up-to-date and real time data.

OBJECTIVES

The primary objective of the WFTS is to develop a relationship with a vendor that has a proven track record and has successfully implemented a GPS/AVL Real-Time Passenger Information System within a local municipality. The WFTS desires to contract with a vendor to develop and implement a solution that will address its current transit management needs and grow with the Public Transportation Division to encompass more advanced concepts in the future.

1. The WFTS is requesting proposals for a GPS/AVL, AVA, CAD, Real-Time Passenger Information System.
2. The primary objective is to implement an integrated Passenger Information System to include the following:
   - Computer Assisted Dispatching/Automated Vehicle Location (CAD/AVL)
   - Cellular Mobile Data Communications (GPS)
   - Automatic Vehicle Announcement System (AVAS)
   - Integration with existing GPS antennas on board the vehicle
   - Internet Passenger Information

3. Requirements of the system include:
   A. Turn-key and cloud hosted system.
   B. Must capture and transmit vehicle location information on a real-time or near-real-time basis, with an update frequency rate as close to real-time as possible, no more than 2 seconds per update.
   C. Must use familiar maps (i.e. Google) to offer detailed route maps.
   D. The online map-based interface must give administrators the ability to change/update paths and bus stop locations within 3 days.
   E. Must accommodate and/or offer future option of integrating automated passenger counting.
   F. Must offer one-click General Transit Feed Specification (GTFS) exporting.
   G. Must provide optional capability and integration of real-time Transit Data API, including developer documentation that allows for querying data AVL services, with a JSON document output. The API should provide real-time AVL data and eta’s for vehicles as they approach stops.
   H. Must have the capability of providing Automated Voice Annunciation.
   I. Must have the ability for sign integration through the hardware that is being supplied.
   J. Should provide real-time graphical displays of vehicle location using a map interface.
   K. Must have an intuitive and simple to use interface that will allow the following.
      a. Dispatchers to assign buses to routes.
      b. Announcements to be posted and/or removed immediately or in advance for posting at pre-defined time in the future.
      c. The ability to enter/change route and/or stop data ad-hoc without contacting the vendor.
      d. Historically playback of vehicle locations.
      e. Back end administrative tools that can be accessed any time of the day and from any location.
f. New login accounts to be created and deleted almost instantaneous upon request. These accounts should have at least 3 different access levels, i.e. viewer, dispatcher, and administrator.

g. Certain management functions should be allowed from Internet enabled devices, i.e. smartphones and tablets.

L. Should provide the following desired reports:
   a. On-Time Performance
   b. Headway
   c. Travel Time
   d. Hours in service
   e. Actual arrivals and departures for any particular vehicle.
   f. Off-route and Speeding by any particular vehicle.
   g. Time based or trending, i.e. previous week comparisons and historical.
   h. Reporting data should be captured and available for at least 2 years.
   i. Reports should be exportable in a Microsoft standard format, i.e. Excel or Word, and/or a PDF.

M. Automated Voice Announcement (AVA)
   a. System shall have an AVA system that uses vehicle locations and GPS geo-fences to announce stops both internally and externally.
   b. System shall give the ability to create and choose which stops and routes are announced via web portal.
   c. System shall give the ability to enter and edit current route or stop announcements that should be pronounced phonetically via a web portal.
   d. System shall have the ability to announce stops or routes using a live map showing the vehicles location in real time via a web portal.
   e. System must utilize a digitized voice synthesizer. System cannot substitute a .wav file in place of the synthesizer.

N. Digital Passenger Counting (DPC)
a. System shall have an integrated Digital Passenger Counter system that works in concert with the overall CAD/AVL system.

b. System shall give the ability to create a passenger count with minimal driver input and must be intuitive and easy to use.

c. Proposed solution should have zero manual input from any source for startup.

d. System shall have at a minimum of six separate, unique rider types.

e. System must accurately count passengers as they board and alight, recording data as a function of individual stops, routes, and runs.

f. System shall provide NTD and FTA Certified Reports.

END USER

A. Must be compatible with the iOS, Android, and Windows platforms.

B. Must include iPhone, Android and mobile website apps to offer (free to the customers) better access and convenience and/or be compatible with standard browsers, i.e. Firefox, Chrome, Internet Explorer, Safari, and Android’s native browser.

C. Should provide interface that shows steady vehicle movement without having to refresh/reload the Internet ready mobile device.

D. Should allow riders to access the arrival estimates via SMS text messaging.

E. Should provide geolocation features to allow riders to identify locations on a map.

F. Should provide the ability to display route information on a visual display without interaction and update with current information, i.e. a digital display in a building lobby. This display should clearly differentiate the routes by design or color.

G. The WFTS is not interested in beta systems or purchasing professional services to design and/or develop a system.

H. The goal of the RFP process is to identify a proven and established system.
OPTIONAL MODULES

Automatic Passenger Counting (APC)

A. System shall have the ability to add an integrated APC system that works in concert with the overall CAD/AVL system.

B. System shall give the ability to create passenger counts without administrator or driver input. Proposed solution should need zero manual input from any source for startup.

C. System shall have a minimum two separate counting triggers: one overhead and one door entry.

D. System shall cover all entry and exit points of the vehicle.

E. System must accurately count passengers as they board and alight, recording data as a function of individual stops, routes, and runs.

F. System must be designed and tested to distinguish valid passengers from non-passenger objects and to detect double-backs and re-crossings.

G. System must be capable of providing NTD Certified APC reports.

H. System shall provide at least one client who has had its NTD reports certified by the FTA.

CURRENT SYSTEM OVERVIEW

The existing system does not meet the current or future needs of the WFTS. Therefore, the expectation is for the proposed system to completely replace our current system.

PROJECT REQUIREMENTS

A. SYSTEM REVIEW – The vendor will evaluate the City’s current system and processes within the WFTS to assure their system will be a viable solution.

B. IMPLEMENTATION - The vendor will provide project management services including development and maintenance of the project work plan, scheduling and work assignments, implementation planning, and project status reporting. The vendor will install software components required for the application, provide technical assistance on hardware and network configuration as necessary to meet application-specific requirements, identify and resolve any performance bottlenecks, test system and application security, and provide a documented backup plan.

The vendor will provide a plan and timeline for implementing the WFTS. The selected vendor will be expected to prepare a detailed plan for deployment of the system and work with city staff to refine the proposed timeline and establish goals for successful deployment.
While some exceptions may be needed, work shall primarily occur during the City’s core business hours (between 8:00 AM and 5:00 PM CST, Monday - Friday) to facilitate oversight and knowledge transfer.

C. PROJECT TEAM - To ensure the success of this project, the City desires a fully integrated project team at all levels. Vendor resources are expected to provide experience and expertise in the area of automated vehicle location implementation in a public transit environment. City resources will bring functional knowledge of current system processes and technical knowledge of the existing systems and application environment. The vendor’s project staff must be willing to work closely with city staff during installation and implementation of the system so that when the system is fully implemented, city staff can maintain the system and have an understanding of the system functionality. In order for the vendor to make any changes on their project team, there must be an on site meeting to adequately acclimate the staff change.

D. DOCUMENTATION – If applicable, at the time of software installation, the vendor must supply software media and installation guide for all software installed, so that the software can be easily re-installed, if needed. The vendor must provide system documentation for all procedures required for ongoing maintenance including documentation of all customization, configuration, and customer-specific development. The vendor will supply documentation that specifies a step-by-step plan for the routine backup of the software system database and all associated software files necessary for database restoration. The documentation shall include instructions for contacting the vendor’s support personnel.

E. TRAINING- The City believes that training is critical to the project's success and recognizes that staff involvement is a key ingredient for successful implementation. The selected vendor is expected to provide sufficient training as well as end user training curriculum. The vendor will work with the City’s project staff to determine exact training requirement. All training will be expected to take place at the City’s facilities.

F. TECHNICAL ENVIRONMENT - The City will provide network connection capability to function as part of the City network. Contractor will comply with the City’s network and security standards. All hardware and software will be reviewed before it is used on the local area network, and will only be made operable on the local area network after such review. The following are hardware and software requirements:

1. The vendor’s system must have the ability to work through a local proxy server.
2. This must be a cloud based/hosted solution. There must not be a need for an onsite server.
3. At the time of installation, the hardware and software must be the most current technology available and compatible with all the vendor’s involved hardware and software.
4. Hardware and software shall remain under warranty for the first year and shall offer options for extending the warranty for up to 5 years.
5. Vendor shall install a power conditioner and inline power fuse in each vehicle to ensure proper voltage, power shortage conditions, and avoid device failures.
6. Should the hardware fail during the initial contract, the replacement must an exact or newer replacement model.

7. Hardware installed in the vehicles must provide the ability to integrate additional components into existing hardware, i.e. Automatic Voice Announcement (AVA), American Disability Act (ADA), and Automatic Passenger Counters (APC).

8. Hardware shall have the ability to receive updates remotely/over the air.

VENDOR’S RESPONSE

The Vendor’s response should address the following issues in the format described below:

SECTION 1. EXECUTIVE SUMMARY

This section must include a summary of the vendor qualifications and ability to meet the City’s overall requirements. It must include specific authorization to contact all references provided in the proposal.

SECTION 2. CORPORATE BACKGROUND AND EXPERIENCE

The vendor must give a brief description of the company including a brief history, corporate structure and organization, and number of years in business.

SECTION 3. IMPLEMENTATION

● Provide a high-level work plan for the project that includes the high level tasks to be performed, work estimates for each task, and level of effort for City and vendor personnel.

● Provide an estimated timeline for deployment based on typical requirements for an implementation of this size.

SECTION 4. HARDWARE RECOMMENDATIONS

See Appendix A. List and describe minimum and/or recommended specifications for any and all hardware to used within the customers environment, i.e. hardware on the buses and types of kiosk displays.

● Describe the criteria that you expect to use to determine system acceptance.

● Describe your mobile device solution, including system security.

SECTION 5. PROJECT TEAM DESCRIPTION

● Identify each key member of your project implementation team. Describe experience level and/or technical expertise to be provided by each.
Please describe how you envision the role of the City’s project team and the level of effort required by the City for a successful implementation.

SECTION 6. TRAINING

- Describe the different levels of training required for system administration, application administration, and end user. End user training should meet the end user’s need to fully utilize the product.
- Describe how training can be delivered, i.e. classroom, computer based, web based, etc.
- Provide a training plan and costs for system and department administration instructions by the vendor that provides the knowledge for the City led end user training, including whether on-line training for all modules is available.
- Describe the approach and curriculum for each of the following classes, including number of days, necessary skills of attendees: end-user, system administrator, and power user.
- Describe the proposed system’s training materials, such as video, online/CD training, workbooks, to enable future users to learn the system without need of formal classroom based training.
- Describe any third party training necessary for use of the proposed system.
- Describe all online help and documentation as well as any proposed system documentation, including all system administration guides, technical reference guides, training materials, end-user manuals, and report development guides.
- Describe any regular user conferences or user group seminars sponsored by the vendor.

SECTION 7. POST-IMPLEMENTATION SUPPORT

The selected vendor is expected to provide post implementation support on a 24x7 basis in case of emergencies through telephone and/or Internet access. Please describe post-implementation system support, including the following:

- Describe the different levels of support depending on the technical difficulty of the problem and how each level of escalation is triggered.
- Describe procedures to determine call priority and the response time the City should expect at each level.
- Describe the remote support capabilities such as Go To Meeting or WebEx
- Describe the process for implementing major upgrades, enhancements, patches or fixes including the vendor’s role. Are major upgrades, enhancement and patches/fixes included in the standard maintenance or provided at an additional charge. How are upgrades and fixes generally delivered, i.e. remote support, download by city staff.
● Describe the technical services included in the basic license fees and detail any costs associated with after hours or weekend support.

● Confirm that toll free telephone support is available.

● Describe any electronic support issue reporting and tracking tools available.

SECTION 8. INTEGRATION AND CUSTOMIZATION

This section will provide the City with information concerning the available integration and customization services and the ability to carry integration forward as the needs arise.

● Please describe how configuration and/or customization changes are affected by subsequent software releases.

● Describe how software customizations impact the software maintenance and agreement support.

● Detail how integration and/or customization services are charged, such as per project, hourly, etc.

● Detail capability and rules for mapping legacy data fields to new system fields.

● Document contingency planning.

● Describe method for re-duplication of data.

● In event the City’s selects another vendor’s product in the future, describe the process of the City obtaining the data within the system.

SECTION 9. REFERENCES

See Appendix B. Please provide at least three references of current customers who can confirm the quality of service your company provides. References preferably will be government operated public transit systems or districts of comparable size with implementation in a diverse transportation setting.

SECTION 10. COSTS

Contractor pricing proposal shall be based on 13 units and broken down into the following categories:

● Initial cost of software and licensing

● Initial cost of hardware

● Initial cost of installation and training

● Cost of warranty beyond the first year

● Cost of hardware and software maintenance agreement
• Cost of any recurring annual maintenance and cellular fees

SECTION 11. STATEMENT OF WORK

Please attach proposed Professional Services Agreement, Annual Standard Support Agreement, License Agreements, and warranties associated with this project.
BID AND AWARD SUMMARY

PROPOSER REQUIREMENTS

The successful vendor must have experience in the implementation of an Automatic Vehicle Location and Web Based Passenger Access System and provide at least five (5) customer references that currently use their system and have done so for a minimum of two (2) years. Preference may be given to companies who have implementation experience in the local government field.

DELIVERY OF PROPOSALS

Proposals shall be delivered to the City of Wichita Falls Office of the Purchasing Agent by 2:00 p.m local time on JANUARY 26, 2016 at Memorial Auditorium, 1300 7th Street, Room 113, Wichita Falls, TX 76301. The Proposal shall be marked with RFP #01-16 PUBLIC TRANSPORTATION GPS/AVL SYSTEM. Proposals received after this date and time will not be accepted and will be returned unopened, to the Vendor. The City is not responsible for lateness of mail, carrier, etc., and time/date stamp in the Purchasing Office shall be the official time of receipt. Five (5) copies of all proposal materials shall be provided, excluding the user documentation and technical documentation. One copy of user documentation and technical documentation shall be provided.

ADDITIONAL INFORMATION AND ADDENDA

A. Proposal documents may be obtained by visiting the City’s web site www.wichitafallstx.gov and selecting the Online Services Icon.

Vendors can:

- Register to receive e-mail notifications of upcoming bids/proposals
- View and print specifications on current bids/proposals
- Receive addenda and additional information on current bids/proposals
- View bid tabulations and results on closed bids

It is imperative that Vendors register on the City’s website. The City no longer mails bid/proposal specifications or addenda.

B. No information which is obtained other than through written addenda to this RFP shall be binding on the City of Wichita Falls.

C. No employee of the City of Wichita Falls or its designees is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to that contained in, or amended to, this written RFP document. Interpretations of the RFP or
additional information as to its requirements, where necessary, shall be communicated to Vendors by written addenda issued by the Purchasing Agent. through the City website.

D. Receipt of addenda must be acknowledged in vendor’s proposal.

REQUEST FOR ADDITIONAL INFORMATION

Request for clarification or additional information must be submitted in writing to the persons indicated below no later than 2:00 p.m. local time on JANUARY 18, 2016.

Jennifer Babineaux, Purchasing Agent
P.O. Box 1431
1300 Seventh Street
Wichita Falls, Texas 76307
Phone: (940) 761-7466
Fax: (940) 761-7688
Email: jennifer.babineaux@wichitafallstx.gov

REVIEW AND EVALUATION PROCESS

Evaluation of the proposals is expected to be completed within 30 days after the Proposal Due Date. An evaluation team composed of representatives of the City will evaluate proposals on a variety of quantitative and qualitative criteria. The proposals will be evaluated with respect to criteria specifically developed to examine the technical competence and suitability of prospective proposals. Price is the most important evaluating factor; however the extent to which the goods and services of the vendor meet the City’s needs and all other relevant criteria specifically mentioned in the RFP are also very important.

A. Proposals will be first evaluated after the due date and time for compliance with specified requirements in this RFP.

B. Proposals will then be objectively evaluated by an evaluation team, based on the following evaluation criteria:

<table>
<thead>
<tr>
<th>Heading</th>
<th>Section</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Qualification</td>
<td>1. Executive Summary</td>
<td>20%</td>
</tr>
<tr>
<td></td>
<td>2. Corporate Background &amp; Experience</td>
<td></td>
</tr>
<tr>
<td></td>
<td>5. Project Team Description</td>
<td></td>
</tr>
<tr>
<td></td>
<td>9. References</td>
<td></td>
</tr>
<tr>
<td>System Capabilities</td>
<td>3. Implementation, including Appendix A</td>
<td>30%</td>
</tr>
<tr>
<td></td>
<td>8. Integration and Customization</td>
<td></td>
</tr>
<tr>
<td>System Support</td>
<td>6. Training</td>
<td>30%</td>
</tr>
<tr>
<td></td>
<td>7. Post-Implementation Support</td>
<td></td>
</tr>
</tbody>
</table>
C. Finalist Vendors will then be evaluated based on oral presentation, system demonstrations and/or site visits to similar installations. Written questions, for further clarification, may also be required.

D. Final selection will be made by the evaluation team and all final list vendors will be notified in writing upon final selection.

E. The City may negotiate with finalists to clarify Proposal(s) and provide for contract documents that meet the City’s needs.

F. The City reserves the right to request “best and final offers”.

AWARD

Award shall be made to the responsible vendor whose proposal is determined to be the most advantageous to the City of Wichita Falls taking into consideration the review and evaluation process, detailed above.

The City of Wichita Falls reserves the right to reject any or all proposal, reject any particular item on a proposal and to waive immaterial formalities. The contract will be awarded to the responsible proposer whose proposal is most advantageous to the city, price and other factors considered.

The anticipated start date is as soon as practical after all contract documents are executed.

PAYMENT SCHEDULE

Payment will be made by the City within 30 days of receipt of invoice, following the acceptance of system modules, components and services as follows:

- 20% of the total price shall be paid upon completion of the hardware/software product install and configuration of the components included in such installation, along with all media and installation/backup and recovery documentation.
- 30% of the total price shall be paid upon completion of user training of all of the components included in the install.
- 30% of the total price shall be paid upon completion of the system acceptance of the components included in the install and ready for production in a live environment.
- The City will retain 10% of the total Contract Price (“Retainer”) for Components and services, except for expenses, until final acceptance of all products and services to be provided hereunder. This 10% will be paid 30-days after system acceptance.

Additional work, if any, requested by the City during the term of this Contract shall be paid for on a time and material basis, utilizing rates quoted on the Proposal. Sales tax shall not be collected from the City of Wichita Falls, which is tax-exempt, for any product or service provided hereunder.
TERM OF CONTRACT

The term of this contract shall be for three (3) years with three (3) 1-year renewal options to be evaluated at the end of each year.
## SYSTEM REQUIREMENTS

<table>
<thead>
<tr>
<th>SEC. 3</th>
<th>YES</th>
<th>NO</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>D.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>F.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>G.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>H.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>I.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>J.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>K.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>L.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SEC.</td>
<td>YES</td>
<td>NO</td>
<td>DESCRIPTION</td>
</tr>
<tr>
<td>------</td>
<td>-----</td>
<td>----</td>
<td>-------------</td>
</tr>
<tr>
<td>A.</td>
<td>☐</td>
<td>☐</td>
<td></td>
</tr>
<tr>
<td>B.</td>
<td>☐</td>
<td>☐</td>
<td></td>
</tr>
<tr>
<td>C.</td>
<td>☐</td>
<td>☐</td>
<td></td>
</tr>
<tr>
<td>D.</td>
<td>☐</td>
<td>☐</td>
<td></td>
</tr>
<tr>
<td>E.</td>
<td>☐</td>
<td>☐</td>
<td></td>
</tr>
<tr>
<td>F.</td>
<td>☐</td>
<td>☐</td>
<td></td>
</tr>
<tr>
<td>G.</td>
<td>☐</td>
<td>☐</td>
<td></td>
</tr>
<tr>
<td>H.</td>
<td>☐</td>
<td>☐</td>
<td></td>
</tr>
</tbody>
</table>

END USER
## OPTIONAL MODULES

<table>
<thead>
<tr>
<th>Sec. 1</th>
<th>YES</th>
<th>NO</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>a.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>b.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>c.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>d.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>e.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>f.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>g.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>h.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Appendix B

Reference 1:

<table>
<thead>
<tr>
<th>Reference name:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>Population:</td>
</tr>
<tr>
<td>Type of Business:</td>
<td></td>
</tr>
<tr>
<td>Contact Person/Title:</td>
<td>Telephone:</td>
</tr>
<tr>
<td>Implementation Complete Date:</td>
<td>Type of system purchased/installed:</td>
</tr>
<tr>
<td>Departments implemented:</td>
<td>Number of units in system:</td>
</tr>
</tbody>
</table>

Reference 2:

<table>
<thead>
<tr>
<th>Reference name:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>Population:</td>
</tr>
<tr>
<td>Type of Business:</td>
<td></td>
</tr>
<tr>
<td>Contact Person/Title:</td>
<td>Telephone:</td>
</tr>
<tr>
<td>Implementation Complete Date:</td>
<td>Type of system purchased/installed:</td>
</tr>
<tr>
<td>Departments implemented:</td>
<td>Number of units in system:</td>
</tr>
</tbody>
</table>

Reference 3:

<table>
<thead>
<tr>
<th>Reference name:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>Population:</td>
</tr>
<tr>
<td>Type of Business:</td>
<td></td>
</tr>
<tr>
<td>Contact Person/Title:</td>
<td>Telephone:</td>
</tr>
<tr>
<td>Implementation Complete Date:</td>
<td>Type of system purchased/installed:</td>
</tr>
<tr>
<td>-------------------------------</td>
<td>-------------------------------------</td>
</tr>
<tr>
<td>Departments implemented:</td>
<td>Number of units in system:</td>
</tr>
</tbody>
</table>
Appendix C: Additional Company Information

Attach any additional information, as indicated on page 10.
FEDERALLY REQUIRED PROVISIONS

APPENDIX D

It should be noted that this project is being funded partially or in total by Federal Funds. Therefore, certain Federal Clauses are required to be included in the Contract Terms and Conditions. In most cases these clauses apply to subcontractors also.

Attached are the Federal Clauses pertaining to this particular procurement. The Contractor is responsible for reading each clause, signing when appropriate, and following the requirements of each clause. Failure to comply with these Federal Clauses will result in breach of contract.

The Term “Wichita Falls Public Transit” herein shall include the City of Wichita Falls.

FEDERAL CLAUSES

Tag-Ons [FTA C 4220.1F.V. ¶ 7.b.(2)]

The use of tag-ons is prohibited and applies to the original buyer as well as to others. Tag-on is defined as the addition of work (supplies, equipment or services) that is beyond the scope of the original contract that amounts to a cardinal change. These actions are considered to be non-competitive procurements and they require sole sources approval procedures. [See the discussion of Cardinal Changes in this Section of the FTA Circular.]

Advance Payments [FTA C 4220.1F, IV. ¶ 2.b.(5)(b)]

FTA does not authorize and will not participate in funding payments to a contractor prior to the incurrence of costs by the contractor unless prior written concurrence is obtained from FTA.

Cost Plus Percentage of Cost [FTA C 4220.1F, VI, ¶ 2.c.(2)(a) and (b)]

The Common Grant Rules expressly prohibit the use of the cost plus a percentage of cost and percentage of construction cost method of contracting.

Price and Other Factors [RFP] [FTA C 4220.1F, VI, 3.d. (2) (3)]

Award will be made to the responsible firm whose proposal is most advantageous to the City’s program with price and other factors considered.

Written Protest Procedures [FTA C 4220.1F, VII, 1.a.b.]

A protestor must exhaust all administrative remedies with the grantee before pursuing a protest with the FTA.
Energy Conservation Requirements
42 U.S.C. 6321 et seq.
49 CFR Part 18

Applicability to Contracts
The Energy Conservation requirements are applicable to all contracts.

Applicability to Micro-Purchases
Micro-purchases are defined as those purchases under $2,500. These requirements do not apply to micro-purchases.

Flow Down
The Energy Conservation requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subagreements at every tier.

Model Clause/Language
No specific clause is recommended in the regulations because the Energy Conservation requirements are so dependent on the state energy conservation plan. The following language has been developed by FTA.

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

Clean Water Requirements
33 U.S.C. 1251

Applicability to Contracts
The Clean Water requirements apply to each contract and subcontract which exceeds $100,000.

Flow Down
The Clean Water requirements flow down to FTA recipients and subrecipients at every tier.

Model Clause/Language
While no mandatory clause is contained in the Federal Water Pollution Control Act, as amended, the following language developed by FTA contains all the mandatory requirements.

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

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

The Lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/ Turnkey contracts.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under $2,500. These requirements do not apply to micro-purchases.

Flow Down

The Lobbying requirements mandate the maximum flow down, pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5) and 49 C.F.R. Part 19, Appendix A, Section 7.

Mandatory Clause/Language

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

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


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

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


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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

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

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

____________________________________ Signature of Contractor's Authorized Official

____________________________________ Name and Title of Contractor's Authorized Official

__________________________ Date
Federal Changes  
49 CFR Part 18

Applicability to Contracts

The Federal Changes requirement applies to all contracts.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under $2,500. These requirements do not apply to micro-purchases.

Flow Down

The Federal Changes requirement flows down appropriately to each applicable changed requirement.

Model Clause/Language

No specific language is mandated. The following language has been developed by FTA.

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

---

CLEAN AIR  
42 U.S.C. 7401 et seq  
40 CFR 15.61  
49 CFR Part 18

Applicability to Contracts

The Clean Air requirements apply to all contracts exceeding $100,000, including indefinite quantities where the amount is expected to exceed $100,000 in any year.

Flow Down

The Clean Air requirements flow down to all subcontracts which exceed $100,000.

Model Clauses/Language

No specific language is required. FTA has proposed the following language.

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

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

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under $2,500. These requirements do not apply to micro-purchases.

Flow Down

These requirements flow down to all to 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.

---

No Government Obligation to Third Parties

Applicability to Contracts

Applicable to all contracts.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under $2,500. These requirements do not apply to micro-purchases.

Flow Down

Not required by statute or regulation for either primary contractors or subcontractors, this concept should flow down to all levels to clarify, to all parties to the contract, that the Federal Government does not have contractual liability to third parties, absent specific written consent.

Model Clause/Language

While no specific language is required, FTA has developed the following language.

No Obligation by the Federal Government.
1. The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

---

**Program Fraud and False or Fraudulent Statements and Related Acts**

31 U.S.C. 3801 et seq.
49 U.S.C. 5307

**Applicability to Contracts**

These requirements are applicable to all contracts.

**Applicability to Micro-Purchases**

Micro-purchases are defined as those purchases under $2,500. These requirements do not apply to micro-purchases.

**Flow Down**

These requirements flow down to contractors and subcontractors who make, present, or submit covered claims and statements.

**Model Clause/Language**

These requirements have no specified language, so FTA proffers the following language.

**Program Fraud and False or Fraudulent Statements or Related Acts.**

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

2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the

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.

---

**Termination**

**49 U.S.C. Part 18**

**FTA Circular 4220.1E**

**Applicability to Contracts**

All contracts (with the exception of contracts with nonprofit organizations and institutions of higher education,) in excess of $10,000 shall contain suitable provisions for termination by the grantee including the manner by which it will be effected and the basis for settlement. (For contracts with nonprofit organizations and institutions of higher education the threshold is $100,000.) In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

**Flow Down**

The termination requirements flow down to all contracts in excess of $10,000, with the exception of contracts with nonprofit organizations and institutions of higher learning.

**Model Clause/Language**

FTA does not prescribe the form or content of such clauses. The following are suggestions of clauses to be used in different types of contracts:

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

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

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

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

If Contractor fails to remedy to (Recipient)'s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from (Recipient) setting forth the nature of said breach or default, (Recipient) shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude (Recipient) from also pursuing all available remedies against Contractor and its sureties for said breach or default.

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

e. **Termination for Convenience (Professional or Transit Service Contracts)** The (Recipient), by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

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

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

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

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

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the (Recipient).
h. **Termination for Default (Construction)** If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Recipient resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

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

1. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. the contractor, within [10] days from the beginning of any delay, notifies the (Recipient) in writing of the causes of delay. If in the judgment of the (Recipient), the delay is excusable, the time for completing the work shall be extended. The judgment of the (Recipient) shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

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

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

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

If the termination is for failure of the Contractor to fulfill the contract obligations, the Recipient may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Recipient.

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

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

If the termination is for the convenience of the (Recipient), the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the (Recipient) determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, the (Recipient), after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

---

**Government-Wide Debarment and Suspension (Nonprocurement)**

49 CFR Part 29

Executive Order 12549

**Background and Applicability**


The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed $25,000 as well as any contract or subcontract (at any level) for Federally required auditing services. 49 CFR 29.220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from $100,000 to $25,000. These are contracts and subcontracts referred to in the regulation as “covered transactions.”

Grantees, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required. 49 CFR 29.300.

Grantees, contractors, and subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

**Clause Language**

The following clause language is suggested, not mandatory. It incorporates the optional method of verifying that contractors are not excluded or disqualified by certification.

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

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

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

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

---

**Privacy Act**

5 U.S.C. 552

**Applicability to Contracts**

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts.

**Applicability to Micro-Purchases**

Micro-purchases are defined as those purchases under $2,500. These requirements do not apply to micro-purchases.

**Flow Down**

The Federal Privacy Act requirements flow down to each third party contractor and their contracts at every tier.

**Model Clause/Language**

The text of the following clause has not been mandated by statute or specific regulation, but has been developed by FTA.

Contracts Involving Federal Privacy Act Requirements - The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

1. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974,

   5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved,
and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

2. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

---

**Civil Rights Requirements**

29 CFR Part 1630, 41 CFR Parts 60 et seq.

**Applicability to Contracts**

The Civil Rights Requirements apply to all contracts.

**Applicability to Micro-Purchases**

Micro-purchases are defined as those purchases under $2,500. These requirements do not apply to micro-purchases.

**Flow Down**

The Civil Rights requirements flow down to all third party contractors and their contracts at every tier.

**Model Clause/Language**

The following clause was predicated on language contained at 49 CFR Part 19, Appendix A, but FTA has shorten the lengthy text.

**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:

future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

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

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

---

**Breaches and Dispute Resolution**

**49 CFR Part 18**

FTA Circular 4220.1E

**Applicability to Contracts**

All contracts in excess of $100,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

**Flow Down**

The Breaches and Dispute Resolutions requirements flow down to all tiers.

**Model Clauses/Language**

FTA does not prescribe the form or content of such provisions. What provisions are developed will depend on the circumstances and the type of contract. Recipients should consult legal counsel in developing appropriate clauses. The following clauses are examples of provisions from various FTA third party contracts.

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

Performance During Dispute - Unless otherwise directed by (Recipient), Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

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

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

---

**Patent and Rights in Data**

37 CFR Part 401
49 CFR Parts 18 and 19

**Applicability to Contracts**

Patent and rights in data requirements for federally assisted projects ONLY apply to research projects in which FTA finances the purpose of the grant is to finance the development of a product or information. These patent and data rights requirements do not apply to capital projects or operating projects, even though a small portion of the sales price may cover the cost of product development or writing the user's manual.

**Applicability to Micro-Purchases**

Micro-purchases are defined as those purchases under $2,500. These requirements do not apply to micro-purchases.

**Flow Down**

The Patent and Rights in Data requirements apply to all contractors and their contracts at every tier.
Model Clause/Language

The FTA patent clause is substantially similar to the text of 49 C.F.R. Part 19, Appendix A, Section 5, but the rights in data clause reflects FTA objectives. For patent rights, FTA is governed by Federal law and regulation. For data rights, the text on copyrights is insufficient to meet FTA’s purposes for awarding research grants. This model clause, with larger rights as a standard, is proposed with the understanding that this standard could be modified to FTA’s needs.

CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.

A. Rights in Data - This following requirements apply to each contract involving experimental, developmental or research work:

1. The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

2. The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

   a. Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

   b. In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

      1. Any subject data developed under that contract, whether or not a copyright has been obtained; and

      2. Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by FTA.

   c. When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase
transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA’s license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor’s use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

d. Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

e. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

f. Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.

g. Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

3. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor’s status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor
agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

4. The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

B. Patent Rights - This following requirements apply to each contract involving experimental, developmental, or research work:

1. General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

2. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

3. The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

---

Disadvantaged Business Enterprise (DBE)

49 CFR Part 26

Background and Applicability

The newest version on the Department of Transportation’s Disadvantaged Business Enterprise (DBE) program became effective July 16, 2003. The rule provides guidance to grantees on the use of overall and contract goals, requirement to include DBE provisions in subcontracts, evaluating DBE participation where specific contract goals have been set, reporting requirements, and replacement of DBE subcontractors. Additionally, the DBE program dictates payment terms and conditions (including limitations on retainage) applicable to all subcontractors regardless of whether they are DBE firms or not.

The DBE program applies to all DOT-assisted contracting activities. A formal clause such as that below must be included in all contracts above the micro-purchase level. The requirements of clause subsection b flow down to subcontracts.
A substantial change to the payment provisions in this newest version of Part 26 concerns retainage (see section 26.29). Grantee choices concerning retainage should be reflected in the language choices in clause subsection d.

Clause Language

The following clause language is suggested, not mandatory. It incorporates the payment terms and conditions applicable to all subcontractors based in Part 26 as well as those related only to DBE subcontractors. The suggested language allows for the options available to grantees concerning retainage, specific contract goals, and evaluation of DBE subcontracting participation when specific contract goals have been established.

Disadvantaged Business Enterprises

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

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as [insert agency name] deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. {If a separate contract goal has been established, use the following} Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following [concurrent with and accompanying sealed bid] [concurrent with and accompanying an initial proposal] [prior to award]:

1. The names and addresses of DBE firms that will participate in this contract;

2. A description of the work each DBE will perform;

3. The dollar amount of the participation of each DBE firm participating;

4. Written documentation of the bidder/offeror’s commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;

5. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor’s commitment; and

6. If the contract goal is not met, evidence of good faith efforts to do so.

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

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

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

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

---

**Incorporation of Federal Transit Administration (FTA) Terms**

**FTA Circular 4220.1E**

**Applicability to Contracts**

The incorporation of FTA terms applies to all contracts.

**Applicability to Micro-Purchases**

Micro-purchases are defined as those purchases under $2,500. These requirements do not apply to micro-purchases.

**Flow Down**

The incorporation of FTA terms has unlimited flow down.

**Model Clause/Language**

FTA has developed the following incorporation of terms language:

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 4220.1E](#) are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

---

**Drug and Alcohol Testing**

49 U.S.C. §5331

49 CFR Parts 653 and 654

**Applicability to Contracts**

The Drug and Alcohol testing provisions apply to Operational Service Contracts.

**Applicability to Micro-Purchases**
Micro-purchases are defined as those purchases under $2,500. These requirements do not apply to micro-purchases.

**Flow Down Requirements**

Anyone who performs a safety-sensitive function for the recipient or subrecipient is required to comply with 49 CFR 653 and 654, with certain exceptions for contracts involving maintenance services. Maintenance contractors for non-urbanized area formula program grantees are not subject to the rules. Also, the rules do not apply to maintenance subcontractors.

**Model Clause/Language**

**Introduction**

FTA's drug and alcohol rules, 49 CFR 653 and 654, respectively, are unique among the regulations issued by FTA. First, they require recipients to ensure that any entity performing a safety-sensitive function on the recipient's behalf (usually subrecipients and/or contractors) implement a complex drug and alcohol testing program that complies with Parts 653 and 654. Second, the rules condition the receipt of certain kinds of FTA funding on the recipient's compliance with the rules; thus, the recipient is not in compliance with the rules unless every entity that performs a safety-sensitive function on the recipient's behalf is in compliance with the rules. Third, the rules do not specify how a recipient ensures that its subrecipients and/or contractors comply with them.

How a recipient does so depends on several factors, including whether the contractor is covered independently by the drug and alcohol rules of another Department of Transportation operating administration, the nature of the relationship that the recipient has with the contractor, and the financial resources available to the recipient to oversee the contractor's drug and alcohol testing program. In short, there are a variety of ways a recipient can ensure that its subrecipients and contractors comply with the rules.

Therefore, FTA has developed three model contract provisions for recipients to use "as is" or to modify to fit their particular situations.

**Explanation of Model Contract Clauses**

Under Option 1, the recipient ensures the contractor's compliance with the rules by requiring the contractor to participate in a drug and alcohol program administered by the recipient. The advantages of doing this are obvious: the recipient maintains total control over its compliance with 49 CFR 653 and 654. The disadvantage is that the recipient, which may not directly employ any safety-sensitive employees, has to implement a complex testing program. Therefore, this may be a practical option only for those recipients which have a testing program for their employees, and can add the contractor's safety-sensitive employees to that program.

Under Option 2, the recipient relies on the contractor to implement a drug and alcohol testing program that complies with 49 CFR 653 and 654, but retains the ability to monitor the contractor's testing program; thus, the recipient has less control over its compliance with the drug and alcohol testing rules than it does under option 1. The advantage of this approach is that it places the responsibility for complying with the rules on the entity that is actually performing the safety-sensitive function. Moreover, it reserves to the recipient the power to ensure that the contractor complies with the program. The disadvantage of Option 2 is that without adequate monitoring of the contractor's program, the recipient may find itself out of compliance with the rules.

Under option 3, the recipient specifies some or all of the specific features of a contractor's drug and alcohol compliance program. Thus, it requires the recipient to decide what it wants to do and how it wants to do it. The advantage of this option is that the recipient has more control over the contractor's drug and alcohol
testing program, yet it is not actually administering the testing program. The disadvantage is that the recipient has to specify and understand clearly what it wants to do and why.

Drug and Alcohol Testing
Option 1
The contractor agrees to:

(a) participate in (grantee's or recipient's) drug and alcohol program established in compliance with 49 CFR 653 and 654.

Drug and Alcohol Testing
Option 2
The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of (name of State), or the (insert name of grantee), to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The contractor agrees further to certify annually its compliance with Parts 653 and 654 before (insert date) and to submit the Management Information System (MIS) reports before (insert date before March 15) to (insert title and address of person responsible for receiving information). To certify compliance the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

Drug and Alcohol Testing
Option 3
The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of (name of State), or the (insert name of grantee), to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The contractor agrees further to certify annually its compliance with Parts 653 and 654 before (insert date) and to submit the Management Information System (MIS) reports before (insert date before March 15) to (insert title and address of person responsible for receiving information). To certify compliance the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register. The Contractor agrees further to [Select a, b, or c] (a) submit before (insert date or upon request) a copy of the Policy Statement developed to implement its drug and alcohol testing program; OR (b) adopt (insert title of the Policy Statement the recipient wishes the contractor to use) as its policy statement as required under 49 CFR 653 and 654; OR (c) submit for review and approval before (insert date or upon request) a copy of its Policy Statement developed to implement its drug and alcohol testing program. In addition, the contractor agrees to: (to be determined by the recipient, but may address areas such as: the selection of the certified laboratory, substance abuse professional, or Medical Review Officer, or the use of a consortium).