



REQUEST FOR QUALIFICATIONS

For

**PROFESSIONAL CONSULTING SERVICES FOR
TRANSIT DEVELOPMENT PLAN FOR
THE CITY OF GRAND ISLAND, NEBRASKA**

RFQ Opening

Thursday, July 15, 2021 @ 4:00 pm

City of Grand Island, City Hall

100 East 1st Street

Grand Island, NE 68801

**METROPOLITAN PLANNING ORGANIZATION DIVISION
DEPARTMENT OF PUBLIC WORKS
GRAND ISLAND, NEBRASKA**

MAY 2021

**ADVERTISEMENT
REQUEST FOR QUALIFICATIONS**

**PROFESSIONAL CONSULTING SERVICES
FOR TRANSIT DEVELOPMENT PLAN
FOR THE CITY OF GRAND ISLAND, NEBRASKA**

Statements of qualification submittals will be received by the City Clerk's Office, 100 E 1st Street or PO Box 1968, Grand Island, NE 68802 until **4:00 p.m. (local time) on Thursday, July 15, 2021 for Professional Consulting Services for Transit Development Plan for the City of Grand Island, Nebraska.** Submittals received after the specified time will be retained unopened until after award. Submittals must be based on the City's Request for Qualifications and will be publicly opened at the designated time in Conference Room #1 located on the 1st floor of City Hall. Submittals received after the specified time will be returned unopened to sender.

Documents for use in preparing submittals may be downloaded from the Quest CDN website, www.QuestCDN.com for a thirty dollar (\$30) fee. Submittals must either be uploaded to the Quest CDN website or received in hard copy before the specified time to be considered.

Contact Andy Gomez, Metropolitan Planning Organization Program Manager, at andyg@grand-island.com for further information.

The statement of qualification and any addenda may be viewed on-line at www.grand-island.com under Business - Bid Calendar.

Submittals shall include, but are not limited to:

- **Letter of Transmittal**
- **Table of Contents**
- **Management Summary and Conceptual Work Plan**
- **Qualifications and Experience**
- **Project Schedules, Milestones, and Timelines**
- **Appendix**

The award winning submittal(s) will be required to comply with the City's insurance requirements.

Submittals will be evaluated based upon firm experience and qualifications on similar work, proposed project schedule/approach, and past experience working with the City of Grand Island Public Works Department. Submittals shall remain firm for a period of sixty (60) days after due date. The City of Grand Island reserves the right to refuse any or all submittals, to waive technicalities, and to accept whichever submittal that may be in the best interest of the City, at its sole discretion.

TITLE VI

The City of Grand Island, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notified all bidden that it will affirmatively insure that in any contact entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin, sex, age and disability/handicap in consideration for an award.

SECTION 504/ADA NOTICE TO THE PUBLIC

The City of Grand Island does not discriminate on the basis of disability in admission of its programs, services, or activities, in access to them, in treatment of individuals with disabilities, or in any aspect of their operations. The City of Grand Island also does not discriminate on the basis of disability in its hiring or employment practices.

This notice is provided as required by Title II of the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973. Questions, complaints, or requests for additional information or accommodation regarding the ADA and Section 504 may be forwarded to the designated ADA and Section 504 compliance coordinator.

City Administrator
308-389-0140
100 East First Street, Grand Island, NE 68801
Monday through Friday; 8:00 a.m. to 5:00 p.m.

RaNae Edwards
City Clerk



REQUEST FOR QUALIFICATIONS

FOR PROFESSIONAL CONSULTING SERVICES For Transit Development Plan For the City of Grand Island, Nebraska

The City of Grand Island is seeking an engineering Consultant to provide professional services to develop a Transit Development Plan for the City of Grand Island, Nebraska. This project is located within the urban planning boundary as defined by the Grand Island Area Metropolitan Planning Organization (GIAMPO) and the rural portions of Hall County.

This project is funded jointly by the Federal Transit Administration (FTA), and the City of Grand Island. FTA has specific contract provisions that are required for any contracts for which FTA has oversight. In an effort to make those clauses transparent in this Request for Qualifications process, the applicable elements have been included in Exhibit "A". Other clauses may be included in the final contract which are not listed in this exhibit.

The general Scope of Work for the project is outlined in Exhibit "B" as an attachment.

- I. The selected Consultant will meet with the City of Grand Island to finalize Scope of Services. A fee for the associated Scope of Services will be negotiated.
- II. All submissions and work product including complete reports shall be submitted in electronic format suitable for archiving by the City of Grand Island. Submissions shall include, but are not limited to, GIS files, reports, public comments, etc. Consultant will not copyright any work product and the work will remain the property of the City of Grand Island.

This Request for Qualifications and any Addenda can be viewed on-line at www.grand-island.com under Business - Bid Calendar.

Project Schedule

The following schedule is anticipated for the Transit Development Plan. This schedule is provided as a guide to ensure responding Consultants have staff available to complete the necessary services required. A more detailed schedule of the professional services will be required of the selected Consultant, once negotiations have been concluded. Only those firms able to perform the necessary work activities within this schedule should respond to this Request for Qualifications.

Schedule of Activities	Date
Qualifications Submittal Deadline	July 15, 2021
Short-List Firms	July 27, 2021
Interviews (may not be required)	August 2-6, 2021
Notification of Selection	August 9, 2021
Scoping Meeting with Selected Consultant	August 16, 2021
Grand Island City Council Approval of Agreement	September 14, 2021
Issue Notice to Proceed	October 1, 2021
Transit Development Plan Adopted by GIAMPO Policy Board and Grand Island City Council	November 22, 2022

The City of Grand Island operates on a fiscal year beginning October 1st and ending on the following September 30th. Any portion of the contract from this Request for Qualifications which will be performed in a future fiscal year is contingent upon the City Council adopting budget statements and appropriations sufficient to fund such performance.

Protocol

Qualifications submittal must be at the City of Grand Island City Clerk's office no later than **4:00 p.m. (local time) on Thursday, July 15, 2021**. No exceptions to this deadline will be given. Please provide five (5) paper copies and one (1) electronic copy (PDF) of your qualifications in an envelope clearly marked on the exterior as containing "**Qualifications for Professional Services for the Transit Development Plan**" to:

Attn: City Clerk
City of Grand Island
City Hall, 100 East First Street
P.O. Box 1968
Grand Island, NE 68802

Firms interested in submitting qualifications should contact Andres Gomez, MPO Program Manager, at andyg@grand-island.com for any additional questions regarding the project.

Qualifications must remain firm for sixty (60) days from the qualification due date. The City of Grand Island reserves the right to refuse any or all qualifications and to waive technicalities in order to accept qualifications that may be in the best interest of the City of Grand Island, at its sole discretion.

The City of Grand Island will select a Consultant based on a two-step process. The first step will involve an evaluation of the Consultant's qualifications submittal using the selection criteria below. Second, the highest scoring qualifications submittals, up to three, may be invited to oral interviews. Interviews will be not more than 1.5 hours and consist of not more than 1 hour presentation and .5 hour for questions and answers. The selection of the Consultant will be determined by the highest total qualifications submittal and interview score from these two steps. The City of Grand Island will contact the selected Consultant by phone after all the interviews have been completed and the City of Grand Island has sufficient time to discuss and rank the Consultants.

After the top ranked firm has been notified of selection, negotiations will begin immediately to finalize the scope of work, personnel, hours, hourly rates, use of subconsultants, and other direct costs that will be required to complete the agreement between the City of Grand Island and the selected firm. If an agreement cannot be reached with the top ranked firm, the City of Grand Island will begin negotiations with the next top ranked firm and the negotiation phase will be repeated. This process will be continued until an agreement is reached with a qualified firm that can provide the required services.

Submittal

In order to facilitate a review of the firm's qualifications by the Consultant Selection Committee, the below information must be included in the qualifications submittal in the order listed. The qualifications submittal should not exceed ten (10) pages total. A page is defined as 8½ by 11 inches, written in 12-point font and printed on one side. Front and back covers, transmittal letter, table of contents, organizational chart, and resumes are not included in the page count. While the below information provides a general description of what is expected in the response to this Request for Qualifications, it is not meant to limit or exclude other pertinent information from being included.

1. Letter of Transmittal

The Letter of transmittal is a brief summary of the key points of the qualifications submittal and approach to accomplish the work. The name and address of the firm as well as the project manager should also be included. The transmittal letter shall not be longer than two (2) single sided pages (not included in ten [10] page total).

2. Table of Contents

If necessary, a table of contents can be provided to reference key items, charts, and tables in the qualifications submittal

3. Management Summary and Conceptual Work Plan

A management summary that states the Consultant's understanding of the project to be performed and a conceptual work plan with detailed description of the methodology and general scope of work.

4. Qualifications and Experience

Experience with Transit Development Plans and a satisfactory record of performance should also be substantiated. Proposed project staffing and availability should be discussed along with their resumes indicating qualifications, experience and recent projects. At a minimum, this section shall include:

- a. Descriptions of recent transit plans in which key staff presented in this qualifications submittal played a significant role, and which demonstrates their capacity to produce a Transit Development Plan for this project within the time frame established in this Request for Qualifications.
- b. References for the projects listed above, i.e. contact name, agency, address, telephone and e-mail address.
- c. Identify the proposed subconsultants and their key staff that would be utilized if your firm were selected (including any DBE participation – see Disadvantaged Business Enterprise on page 5 of this Request for Qualifications). Describe the role of the subconsultants to accomplish the work of the project and identify their percentage of work to the overall project.
- d. Current workloads and future commitments for the project manager, task mangers, and other key staff.

5. Project Schedules, Milestones, and Timelines

Completion of the Transit Development Plan is required by November 2022. The response shall contain your proposed approach to a project schedule, milestones, management plan and manpower commitment for meeting this date.

6. Appendix

The Appendix shall only include the below items. No other information is allowed in the Appendix.

- a. A one page chart (up to 11"x17" in size) showing the organizational structure proposed with key staff identified along with their resumes. Resumes should be limited to those key personnel who will be committed to this project and should not include executives of the team who will not be involved in day to day management of the project. Resumes shall be no more than two (2) single side, 12 font pages and the total number of resumes may not exceed ten (10).
- b. A Drug-Free Workplace Policy for the prime consultant and any subconsultant.
- c. Proof of Insurance for the prime consultant and any subconsultant.
- d. Certification of Potential Consultant Regarding Debarment, Suspension, and Other Responsibility Matters (see Exhibit "C")
- e. Certification of Restrictions on Lobbying (see Exhibit "D")
- f. Federal Transit Administration 2021 Certifications and Assurances (Exhibit "E")

Price is not a selection factor and it is not to be included in the firm's qualifications. A cost plus fixed fee will be negotiated after a Consultant has been selected.

Selection Criteria

Step One

Qualifications submittals will be reviewed, evaluated, and ranked by the Consultant Selection Committee. Price is not a selection criteria and it is not to be included in the firm's qualifications. The criteria and the percentage of their importance in making the selection are:

1. Project understanding and approach (35 percent)
2. Firm experience and qualifications on similar work (35 percent)
3. Clarity of qualifications submittal, technical soundness, and enhancements to general scope of work outlined in this Request for Qualifications (10 percent)
4. Past performance on contracts with government agencies (10 percent)
5. Capacity to accomplish the work in the required time (10 percent)

Step Two (City of Grand Island reserves the right not to include this activity)

The highest scoring qualifications submittals, up to three, may be requested to participate in an oral interview with the Consultant Selection Committee. The interview format will be a presentation by the Consultant of their qualifications submittal and the Consultant responding to questions from the Consultant Selection Committee.

Interview: 25 Percent

The prospective Consultant will be evaluated on their ability to clarify their qualifications submittal to accomplish the key outcomes of the Transit Development Plan.

Step One:	75 Percent
Step Two:	25 Percent
Total:	100 Percent

Based on the evaluation of the submitted qualifications and interviews, the City of Grand Island will select the top ranked firm and contract negotiations will be begin immediately.

Disadvantaged Business Enterprise

The City of Grand Island will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, or national origin.

The City Grand Island has a FTA approved Disadvantaged Business Enterprise (DBE) program. In administering this program, the City will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of this program with respect to individuals of a particular race, color, sex, or national origin.

No DBE goal has been set on the contract for this Request for Qualifications. However, Consultants are encouraged to submit qualifications for this Request for Qualifications with DBE participation. DBE firms must be certified by the Nebraska Department of Transportation (NDOT) in order to be counted as DBE participation.

Gratuities and Kickbacks

City Code states that it is unethical for any person to offer, give or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a consultant under a contract to the prime consultant or higher tier consultant or any person associated therewith, as an inducement for the award of an agreement or order.

Insurance

Provide a summary of the firm's (and sub-consultant's) insurance coverage. Minimum limits and types of insurance that are required to be maintained throughout the term of the project are identified in this section.

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

1. "Worker's Compensation and Employer's Liability." This insurance shall protect the Contractor against all claims under applicable State worker's compensation laws. This insurance shall provide coverage in every state in which work for this project might be conducted. The Contractor shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a worker's compensation law. This policy shall include an "all states" endorsement. The liability limits shall be not less than the following:

Worker's Compensation	Statutory Limits
Employer's Liability	\$100,000 each accident
	\$100,000 each employee
	\$500,000 policy limit

2. "Business Automobile Liability." This insurance shall be written in comprehensive form and shall protect the Contractor, Contractor's employees, or subcontractors from claims due to the ownership, maintenance, or use of a motor vehicle. The liability limits shall be not less than the following:

Bodily Injury & Property Damage	\$500,000 Combined Single Limit
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3. "Comprehensive General Liability." The comprehensive general liability coverage shall contain no exclusion relative to explosion, collapse, or underground property. The liability limits shall be not less than the following:

Bodily Injury & Property Damage	\$ 500,000 each occurrence
	\$1,000,000 aggregate

4. "Umbrella Liability Insurance." This insurance shall protect the Contractor against claims in excess of the limits provided under employer's liability, comprehensive automobile liability, and commercial general liability policies. The umbrella policy shall follow the form of the primary insurance, including the application of the primary limits. The liability limits shall not be less than the following:

Bodily Injury & Property Damage	\$1,000,000 each occurrence
	\$1,000,000 general aggregate

5. Additional Requirements. The City may require insurance covering a Contractor or Subcontractor more or less than the standard requirements set forth herein depending upon the character and extent of the work to be performed by such Contractor or Subcontractor.

Insurance as herein required shall be maintained in force until the City releases the Contractor of all obligations under the contract.

The Contractor shall provide and carry any additional insurance as may be required by special provisions of these specifications.

6. Certificate of Insurance. Satisfactory certificates of insurance shall be filed with the City prior to starting any work on this contract. The certificates shall show the City as an additional insured on all coverage except Workers Compensation. The certificate shall state that thirty (30) days written notice shall be given to the City before any policy is cancelled (strike the "endeavor to" wording often shown on certificate forms). If the Contractor cannot have the "endeavor to" language stricken, the Contractor may elect to provide a new certificate of insurance every thirty (30) days during the contract. The Contractor shall immediately notify the City if there is any reduction of coverage because of revised limits or claims paid which affect the aggregate of any policy.

Fair Employment Practices

Each submitter agrees that they will not discriminate against any employee or applicant for employment because of age, race, color, religious creed, ancestry, handicap, sex or political affiliation.

LB 403

Every public contractor and their subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

Fiscal Years

The City of Grand Island, Nebraska operates on a fiscal year beginning October 1st and ending on the following September 30th. It is understood and agreed that any portion of this agreement which will be performed in a future fiscal year is contingent upon the City Council adopting budget statements and appropriations sufficient to fund such performance.

Qualifications Terms and Conditions

This Request for Qualifications does not commit the City of Grand Island to award a contract, to pay any costs incurred in the preparation of qualifications for this request, or to procure or contract for services or supplies. The City of Grand Island reserves the right to accept or reject any or all qualifications received as a result of this request, to negotiate with any qualified firm or to modify or cancel in part or in its entirety the Request for Qualifications, if it is in the best interest of the City of Grand Island to do so.

Title VI

The City of Grand Island, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notified all submitters that it will affirmatively insure that in any contact entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to provide submittals in response to this Request for Qualifications and will not be discriminated against on the grounds of race, color, or national origin, sex, age and disability/handicap in consideration for an award.

Section 504/ADA Notice to the Public

The City of Grand Island does not discriminate on the basis of disability in admission of its programs, services, or activities, in access to them, in treatment of individuals with disabilities, or in any aspect of their operations. The City of Grand Island also does not discriminate on the basis of disability in its hiring or employment practices.

This notice is provided as required by Title II of the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973. Questions, complaints, or requests for additional information or accommodation regarding the ADA and Section 504 may be forwarded to the designated ADA and Section 504 compliance coordinator.

City Administrator
308-389-0140
100 East First Street, Grand Island, NE 68801
Monday through Friday; 8:00 a.m. to 5:00 p.m.

Exhibit "A"

Federal Transit Administration Contract Clauses

No Government Obligation to Third Parties

1. The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
2. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts

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

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 authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
3. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Access to Records and Reports

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

The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any Project Management Office (PMO) Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
3. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
4. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
5. FTA does not require the inclusion of these requirements in subcontracts.

Federal Changes

49 CFR Part 18

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.

Termination

49 U.S.C. Part 18

The City may terminate this contract in whole or in part, for the City's convenience or because of the failure of the Contractor to fulfill the contract obligations. The City 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 City 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 City.

Civil Rights Requirements

29 U.S.C. § 623, 42 U.S.C. § 2000; 42 U.S.C. § 6102, 42 U.S.C. § 12112; 42 U.S.C. § 12132, 49 U.S.C. § 5332; 29 CFR Part 1630, 41 CFR Parts 60 et seq.

1. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
 - a. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - b. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - 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.

Disadvantaged Business Enterprise (DBE)

49 CFR Part 26

1. 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 0%. A separate contract goal has not been established for this procurement.
2. 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 City of Grand Island deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
3. Despite no separate contract goal, bidders/offerors are may document sufficient DBE participation to document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
4. 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 City. In addition, 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.
5. The contractor must promptly notify the City 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 the City.

Incorporation of Federal Transit Administration (FTA) Terms

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

Government-Wide Debarment and Suspension (Nonprocurement)

49 CFR Part 29; Executive Order 12549

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 submittal, the submitter certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City. 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.

Breaches and Dispute Resolution

49 CFR Part 18

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 City of Grand Island's Purchasing Agent. 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 Purchasing Agent. 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 by the decision.

Performance During Dispute - Unless otherwise directed by City, 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 or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City 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 of Nebraska.

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 City, 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.

Lobbying

31 U.S.C. 1352; 49 CFR Part 19; 49 CFR Part 20; Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1401, et seq.]

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

Clean Air

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

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.

Clean Water Requirements

33 U.S.C. 1251

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.

Energy Conservation Requirements

42 U.S.C. 6321 et seq.; 49 CFR Part 18

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.

Notification to FTA; Flow Down Requirement.

If a current or prospective legal matter that may affect the Federal Government emerges, the Contractor must promptly notify the FTA Recipient, who in turn will notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. Additionally, this requirement and language must be included in any subcontracting agreements.

Exhibit "B"

General Scope of Work Transit Development Plan For the City of Grand Island

I. Introduction & Background

Since the mid-1970s, Hall County, using FTA Section 5311 Rural Transit Funding, has provided portal-to-portal services. Over the years, this service has evolved into a full-scale, demand-response public transit service, providing public transportation to all residents of Hall County through a combination of buses and vans.

The City of Grand Island occupies the predominant portion of an area designated as an Urbanized Area (UZA) by the Bureau of the Census following the 2010. In 2013, the Grand Island Area Metropolitan Planning Organization (GIAMPO) was established to serve as the formal transportation planning body for the greater Grand Island metropolitan region. With the "Urbanized" designation, the City of Grand Island became the direct recipient of FTA Section 5307 Urban Transit Funding. The transition period to use 5311 funds in support of public transportation in the Grand Island Urbanized Area ended on June 30, 2016. Section 5311 funding is still used to provide transit service to the rural designations of Hall County. Rural and Urban services are provided as part of a single operations contract, making use of both Section 5307 and Section 5311 funding. Service operates under the name CRANE Public Transit.

In 2017, the City of Grand Island performed a Transit Needs Assessment and Feasibility Study in order to plan public transportation services in the future as a result of moving from a designated rural to urban community. This Transit Needs Assessment and Feasibility Study provided expansive information on the transit service's current use, community demographics, a Fiscally Constrained Plan and an Illustrative Plan for service expansion.

II. Problem Statement

The purpose of the Transit Development Plan is to provide information for the potential enhancement of transit service that responds to needs in an efficient, effective, and fiscally responsible manner. The study will involve an analysis of latent transit demand throughout Grand Island metropolitan region. The primary goals being to a) examine the current transit use and service provided and identify gaps in service, b) anticipate future transit demand by identifying areas that may need transit to meet demand, and finally c) to identify options and financial implications of future public transportation service.

III. General Scope of Work

The City of Grand Island is seeking a qualified Consultant to create a Transit Development Plan within GIAMPO's urban planning boundary and the rural portions of Hall County. The study's objective is to identify gaps in current public transit services, identify additional transportation needs, and identify prime transit target areas to meet unmet needs. The CONSULTANT will provide recommendations to the City of Grand Island as to how to better meet public transit needs in the region by working cooperatively with local agencies and by working with existing public transit service providers.

This Scope of Work is provided as a guide to the type of work anticipated to be involved with this type of transit planning project. ***Proposers are highly encouraged to offer refinements to this Scope of Work in their qualifications submittal, highlighting the suggested refinements.***

Tasks for the CONSULTANT to complete as part of the Transit Development Plan shall include, but are not necessarily limited to the following:

Project Management & Administration

Project Management Plan

The CONSULTANT will develop a Project Management Plan (PMP) and project schedule for submittal to the OWNER for review and approval within 14 calendar days of the Notice to Proceed (NTP). The PMP will outline the process and tools to be utilized throughout the project to monitor scope, schedule, budget, and quality control. Additionally, the CONSULTANT will prepare monthly progress reports that describe activities which have been completed in the preceding month; activities planned for the next month; any outstanding issues or concerns that affect the project schedule, budget, or technical tasks; and actual project status relative to the established schedule and budget. The CONSULTANT will submit monthly invoices and progress reports to the MPO Program Manager.

Public Involvement Support

The CONSULTANT will develop and implement a Public Involvement Plan (PIP) in consultation with OWNER. The PIP will include target measures of effectiveness to gauge the success of varying activities, document results, and evaluate outreach efforts. A comprehensive summary of all Public Involvement activities conducted throughout the course of the project will be developed for inclusion in the Transit Development Plan (TDP). This PIP shall give special consideration to the disabled, to Limited English Proficiency communities, and underrepresented groups.

Implement Public Involvement Plan Activities

The CONSULTANT will take the lead role in coordinating all activities identified in the PIP. Proposed public involvement activities include, but are not limited to the following:

- Conduct a minimum of ten (10) stakeholder interviews: These interviews should seek to assess community leaders', and/or their key staff's, views on the OWNER's current and future role in the community, transit finance and governance, and other issues relevant to the transit service and plan. An interview script and questions will be developed by the CONSULTANT for use in guiding the interviews. Interviews may be conducted in-person or via remote conferencing.
- Conduct a minimum of three (3) surveys of riders and community members: The CONSULTANT will develop a concise survey instrument that can be taken online and on paper.
- Develop printed outreach materials: The CONSULTANT will develop and print materials communicating project information including flyers, project fact sheets, updates, and display boards, to be used at outreach meetings, and workshops.
- Develop content for social and electronic media outreach: The CONSULTANT will produce monthly content of at least 1-2 posts per month to be published by the OWNER on its social media platforms and/or distributed via e-mail. This content will include but may not be limited to project updates, newsletters, links to project reports and graphics, and project meeting and/or workshop schedules and outreach efforts.
- Produce digital content for City websites: The CONSULTANT will produce content, including project reports and graphics, to be published quarterly throughout the project. Upon termination of the contract, all digital content will be transferred to the OWNER for its use.

Deliverables:

- Project Management Plan (PMP)
- Project Schedule
- Monthly Progress Report/Invoices
- Public Involvement Plan (PIP)
- Stakeholder Interview Script
- Stakeholder Interview Findings Memorandum
- Three Rider/Community Member Surveys
- Project digital content
- Public and Stakeholder Communications Materials (Digital and Print)
- Summary of Public Involvement Activities (to be included in the Final TDP)

Assessment of Baseline Conditions

The CONSULTANT will collect and analyze demographic, socioeconomic, land-use, transportation, and transit operations data for the study area with assistance from the OWNER, GIAMPO, and other agencies as appropriate. The goal of this task is to gain an understanding of the overall environment in which the OWNER currently provides transit services. The CONSULTANT will utilize the most recently available data from the transit service, National Transit Database (NTD), Grand Island Area Metropolitan Planning Organization (GIAMPO), U.S. Census Bureau / American Community Survey (ACS), University of Nebraska Center for Public Affairs Research, and Nebraska Department of Transportation (NDOT) as primary data sources. This data will be supplemented by other data made available from the OWNER, county, cities, and other sources, as available. The findings of this task will be documented in Technical Memorandum #1.

Review Existing Transportation, Transit and Land Uses Plans & Policies

The CONSULTANT will review and document local transportation, transit, and land use plans and policies to identify and compile community goals and objectives relating to transit and mobility. The product of this review will include a summary description of each plan in addition to a matrix summarizing the key goals and objectives relative to the TDP. Plans and policies to be reviewed and documented include but are not limited to the following:

- Previous Transit Plans, including the Nebraska Department of Transportation's Intercity Bus Study
- Long Range Transportation Plan (LRTP)
- Transportation Improvement Program (TIP)
- Grow Grand Island and associated plans

Deliverables:

- Draft & Final Technical Memorandum #1
- GIS Map Graphic Files and datasets

Assessment of Existing Transit Services

Key Performance Indicator (KPI) Development

The TDP process provides a mechanism to look inside the transit system and understand its operations at the system level to see how the service functions and can be changed or restructured to better serve the community.

The CONSULTANT will provide the OWNER for review, potential KPIs. Based on that guidance, the CONSULTANT will recommend service design standards and any needed new or changed KPIs for the TDP.

Peer Review of Existing Transit Service

The CONSULTANT will perform a peer review analysis for the demand-response service. A peer review compares the transit agency's performance with other similar agencies. Using the OWNER's peer group identified in its 2017 Transit Needs Analysis update as a starting point, the CONSULTANT will identify five (5) to eight (8) comparable peer transit systems. Identification of these peers will be coordinated with the OWNER's staff and approved by the OWNER prior to initiation of this task.

The performance of the fixed route and paratransit systems will be compared to the peer systems using NTD data for consistency with peer agencies.

Deliverables:

- Draft and Final Technical Memorandum #2
 - KPI System Evaluation Report
 - Peer Agency Summary

Estimate Demand and Mobility Needs

The CONSULTANT will apply a ridership forecasting tool to understand potential ridership demand for transit service related to specific scenario(s) identified in the TDP. The results of this task will be documented in Technical Memorandum #3.

Develop and Evaluate Alternative Service Scenarios

The CONSULTANT will utilize knowledge of the community, existing socio-economic and land use, future development plans, existing service performance, and input from data analysis to develop service improvement scenarios for evaluation prior to running them through the ridership forecasting process. Service improvement scenarios may include changes in service type, coverage, frequency, scheduling or optimization recommendations.

Develop Ridership Forecasts

For the TDP, the CONSULTANT will apply ridership forecasts to the three (3) service improvement scenarios for estimation of the community's demand for transit service. The result will be a ten (10)-year annual projection of transit ridership for each service improvement scenario. *Deliverables:*

- Draft and Final Technical Memorandum #3
 - Service Scenario Report

Prepare 2022-2032 Transit Development Plan

The CONSULTANT will prepare a ten (10)-year TDP based on the results of Technical Memorandum #1-3. The TDP will be policy-oriented and strategic in nature, containing policies and strategies to implement the proposed plan. The CONSULTANT will prepare the draft TDP report, including a ten (10)-year implementation plan.

Prepare Implementation Plan with Financials

- Agency institutional, organizational, and management structure, documenting any possible changes as a result of the planning process.
- 10-Year service and capital improvements, including funded and unfunded needs. The capital improvement plan(s) will identify the number of revenue vehicles and facility improvements required under each of the three scenarios.
- 10-Year financial outline, including projected operating and capital expenses, and projected revenue by source and funding method. Alternatives and recommendations for meeting transit needs and deficiencies.
- Policy element ensuring that transit goals and objectives are consistent with and support the local comprehensive plans, the LRTP, and other relevant planning initiatives.
- Guidance as to how the TDP will feed into the planning process for the LRTP.
- Other recommended next steps, such as marketing and other activities identified during the plan development process.

Prepare Draft and Final TDP

The CONSULTANT will produce and submit an electronic copy of the Draft TDP for dissemination, review, comment, and acceptance. One round of consolidated changes and comments will be provided by the OWNER on the Draft TDP. The CONSULTANT will make the needed changes and address the comments for the final version of the document. Twenty (20) hard copies of the Final TDP will be provided to the OWNER. The TDP will also include an Executive Summary.

Prepare Financial Plan

The central element of a Financial Plan is an agency-wide 20-year cash flow projection that includes the capital and operating plans for the agency as a whole and for the proposed project. The 20-year cash flow begins with the current year. The remaining content of a Financial Plan is the information to back up all the assumptions and inputs that contribute to the cash flow projection.

The 20-year cash flow projection is the summary of several elements of a Financial Plan that includes:

- Funding sources and revenue forecasts;
- Proposed project capital budget;
- Other planned capital projects; and
- Annual operating and maintenance (O&M) expenses for the proposed project and the existing system.

The plan is constructed by bringing several plan elements together into an integrated financial model. An outline for the Financial Plan is as follows:

- 1) Introduction
 - a) Description of the Project Sponsor and Funding Partners
 - b) Description of the Project
 - c) Summary of the Financial Plan
 - 2) Capital Plan
 - a) Proposed Project Capital Plan
 - b) Agency-Wide Capital Plan
 - 3) Operating Plan
 - a) Operating Revenues
 - b) Operating and Maintenance Costs
 - c) Agency-Wide Operating Plan
 - 4) Cash Flow Analysis
 - a) Twenty-Year Cash Flow Projection
 - b) Financial Evaluation
- Appendix (Reference Supporting Documentation)
- a) Summary of Regional Economic Forecasts
 - b) Summary of Financial Condition of Project Sponsor
 - c) Summary of Bus and Rail Fleet Management Plans

Deliverables:

- Draft and Final TDP
- Financial Plan

Exhibit "C"

Certification of Potential Consultant Regarding Debarment, Suspension, and Other Responsibility Matters

Page 1 of 2

The Potential CONSULTANT _____ (name of firm) certifies to the best of its knowledge and belief, that it and its principals;

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

Where the potential CONSULTANT is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this qualifications submittal.

THE POTENTIAL CONSULTANT CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTAND THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

(Signature of Authorized Official)

(Title)

The undersigned chief legal counsel for _____ (the Potential CONSULTANT) hereby certifies that the _____ has authority under State and Local law to comply with the subject assurance and that the certification above has been legally made.

(Signature of Applicant's Attorney)

(Date)

Exhibit "D"
Certification of Restrictions on Lobbying
Page 1 of 2

I, _____, hereby certify that I am
(Name of CONSULTANT'S Authorized Official)

authorized to execute this certification, and to the best of my knowledge after due diligent inquiry, on behalf of _____ that:
(Name of CONSULTANT)

1. No Federally 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 Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
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 accordingly.

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

THE CONSULTANT 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. §§ 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND DISCLOSURE, IF ANY.

Executed this _____ day of _____, 2021.

By: _____
(Signature of CONSULTANT'S authorized official)

(Name and Title of CONSULTANT'S Authorized Official)

Exhibit "E"

Federal Fiscal Year 2021 Certifications and Assurances

Page 1 of 2

Complete document located at <https://www.transit.dot.gov/sites/fta.dot.gov/files/2021-01/FY21-certifications.pdf>

(Required of all Applicants for federal assistance to be awarded by FTA and all FTA Grantees with an active Capital or Formula Award)

AFFIRMATION OF APPLICANT

Name of the Applicant: _____

Name and Relationship of the Authorized Representative: _____

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in federal fiscal year 2021, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

FTA intends that the Certifications and Assurances the Applicant selects on the other side of this document should apply to each Award for which it now seeks, or may later seek federal assistance to be awarded by FTA during federal fiscal year 2021.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq., and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute.

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature _____ Date: _____

Name _____

Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): _____

As the undersigned Attorney for the above named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature _____ Date: _____

Name _____

Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA and each FTA Recipient with an active Capital or Formula Project or Award must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within FTA's electronic award and management system, provided the Applicant has on file and uploaded to FTA's electronic award and management system this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.

Federal Fiscal Year 2021 Certifications and Assurances
Page 2 of 2

**FEDERAL FISCAL YEAR 2021 CERTIFICATIONS AND ASSURANCES FOR
 FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS**

(Signature pages alternative to providing Certifications and Assurances in TrAMS)

Name of Applicant: _____

The Applicant agrees to comply with applicable provisions of Categories 01 – 21. _____
 OR

The Applicant agrees to comply with applicable provisions of the Categories it has selected:

<u>Category</u>	<u>Description</u>	
01.	Required Certifications and Assurances for Each Applicant.	_____
02.	Public Transportation Agency Safety Plans	_____
03.	Tax Liability and Felony Convictions	_____
04.	Lobbying	_____
05.	Private Sector Protections	_____
06.	Transit Asset Management Plan	_____
07.	Rolling Stock Buy America Reviews and Bus Testing	_____
08.	Urbanized Area Formula Grants Program	_____
09.	Formula Grants for Rural Areas	_____
10.	Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program	_____
11.	Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs	_____
12.	Enhanced Mobility of Seniors and Individuals with Disabilities	_____
13.	State of Good Repair Grants	_____
14.	Infrastructure Finance Programs	_____
15.	Alcohol and Controlled Substances Testing	_____
16.	Rail Safety Training and Oversight	_____
17.	Demand Responsive Service	_____
18.	Interest and Financing Costs	_____
19.	Construction Hiring Preferences	_____
20.	Cybersecurity Certification for Rail Rolling Stock and Operations	_____
21.	Tribal Transit Programs	_____