REQUEST FOR QUALIFICATIONS INFORMATION
FOR PROVIDING
PROGRAM MANAGEMENT SUPPORT SERVICES
TO
THE METROPOLITAN WASHINGTON AIRPORTS AUTHORITY

DULLES CORRIDOR METRORAIL PROJECT
8-13-C002

September 2012
REQUEST FOR QUALIFICATIONS INFORMATION

I. OBJECTIVE

The Metropolitan Washington Airports Authority (Authority) plans to retain the services of a Program Management Support Services (PMSS) Consultant to provide complete program management, design support and construction management services for the implementation of Phase 2 of the Dulles Corridor Metrorail Project (Phase 1 and Phase 2 are collectively referred to as the Project).

The purpose of this solicitation is to request interested firms or teams to submit their qualifications, project experience, and company profiles to the Authority for evaluation.

II. BACKGROUND

The Authority is a public body, corporate and politic, created by legislation establishing an interstate compact between the Commonwealth of Virginia and the District of Columbia. As authorized by federal law in the Metropolitan Washington Airports Act of 1986, Ronald Reagan Washington National (DCA) and Washington Dulles International (IAD) Airports have been leased to the Authority by the United States.

The Authority’s mission is to develop, promote, and operate safely the airports, continually striving to improve our efficiency, customer orientation, and the level of air service offered. The Authority is governed by a Board of Directors consisting of five members appointed by the Governor of Virginia, three members appointed by the Mayor of the District of Columbia, two members appointed by the Governor of Maryland, and three members appointed by the President of the United States. The Authority is not a federal agency.

The Authority staff is headed by the President and Chief Executive Officer who reports directly to the Board of Directors. The Vice President of the Office of Engineering reports directly to the President and Chief Executive Officer. Within the Office of Engineering are four departments: Planning, Design and Engineering, Construction, and Building Codes/Environmental.

The Authority, along with its partners, Washington Metropolitan Area Transit Authority (WMATA), Fairfax County, Loudoun County, Virginia Department of Rail and Public Transportation (DRPT), and the Town of Herndon are constructing a 23.1 mile transit system in the rapidly-growing Dulles Corridor in Fairfax and Loudoun counties to be completed in two phases. Phase 2 of the Project, is the subject of this solicitation. (see Attachment 1 for Overview). In addition to the Authority and its partners listed above, other public agencies and third parties are also involved in Phase 2, including the Toll Road Investors Partnership II, the owner and operator of the Dulles Greenway, and the Federal Transit Administration, which monitors and oversees the Authority’s project management and implementation.

The PMSS Consultant will supplement and complement the Authority’s Office of Engineering staff by providing support services for the implementation of Phase 2 of the Dulles Corridor Metrorail Project. The PMSS Consultant will provide assistance to the Authority in a consultant role, as opposed to acting as our agent, regarding contractual matters with third parties. The PMSS Consultant’s efforts for these support services will be specific and implemented by individual technical task orders issued by the Authority Contracting Officer’s Technical Representative. The PMSS Consultant activities under this contract will require considerable on-site representation.
III. **SCOPE OF SERVICES**

The Authority seeks to engage a PMSS Consultant with proven success, skill, experience, and knowledge in providing a wide range of Program Management services. The Consultant, through a series of owner-approved Task Directives, shall furnish all required, material, equipment, professional labor and related support services as an integral member of the Authority management and engineering team. The Consultant’s resources will augment and support the Authority’s organization. The following description is intended to describe the type of services that the Authority will request of the selected PMSS Consultant. The Authority may request services beyond the description below if necessary for implementation of the project.

The required highly integrated PMSS Consultant services will encompass direct support to the Office of Engineering in the following types of activities:

A. **PROGRAM MANAGEMENT**
   1. Budgeting/Cost Estimating
   2. Schedule/Cost Control
   3. Grant Requirement Compliance
   4. Agency Liaison (WMATA, Virginia Department of Transportation, DRPT, Virginia Department of General Services)
   5. Community Relations
   6. Program Administration Services
   7. Management Information System Control
   8. Revenue Bond Sale Support
   9. Quality Assurance/Quality Control
   10. Safety Engineering and Inspection
   11. Administrative Services
   12. IT System Development and Management
   14. Facility Management
   15. Office Services
   16. Procurement Process Support
   17. Public Relations

B. **PROJECT CONTROLS**
   1. Provide an Estimating Database
   2. Project Cost Estimating
   3. Project Cost Management
   4. Project Schedule Control
   5. Progress Reporting

C. **CONTRACT ADMINISTRATION**
   1. Procurement and Subcontract Management Support
   2. Contract Solicitation, Award, and Administration Support
   3. Claims Avoidance Management
   4. Contract Closeout Management Support
   5. Change Order Management Support

D. **DBE PARTICIPATION**
   1. Program Strategy
   2. Technical Assistance to Prime and Subcontractors
   3. DBE Contract Compliance Management
E. PLANNING MANAGEMENT
1. Program Planning
2. Existing Utility Assessment and Management
3. Right of Way Acquisition Support
4. Project Concept Development
5. Pre-Design Project Criteria/Definition
6. Design Review
7. Environmental Assessment and Permitting Support
8. Cultural, Historic and Archeological Mitigation Evaluation
9. Traffic Planning and Evaluation
10. Way-Finding/Signage Coordination
11. Geographic Information Systems Support
12. Coordination with Federal, State and Local Agencies
13. Funding Partner Coordination and Status Reporting
14. Construction Packaging Planning Management

F. DESIGN/ENGINEERING MANAGEMENT
1. Design Guidelines and Standards
2. Environmental Review and Analysis
3. Design Schedule Monitoring
4. Technical and Cost Design Reviews
5. Constructability Reviews
6. Maintainability Reviews
7. Value Engineering Analysis
8. Construction Phasing
9. CADD Support
10. Traffic and Pedestrian Design
11. Site and Facility Security Design Review
12. Building Code Review Coordination
13. Historic Preservation
14. As-Built Documentation

G. CONSTRUCTION MANAGEMENT
1. Construction Contract Administration
3. Special Inspection Management
4. Materials Inventory Management
5. Shop Drawing Review
6. As-Built Documentation
7. Quality Control/Quality Assurance
8. Construction Management and Inspection
9. Design Coordination/Liaison
10. Building Code Inspection Management
11. Payroll Monitoring
12. Safety Program Monitoring
13. Punch List Management

H. COMMISSIONING MANAGEMENT
1. Start-Up Operations Plan
2. Testing Program Management
3. New Facilities Maintenance Program
4. Training
5. Occupancy Coordination
6. Systems Maintenance Documentation
7. Manuals, Keys, Spare Parts Management
8. Post Occupancy Services
9. Warranty Management

I. PROJECT CLOSEOUT MANAGEMENT
1. Claims Evaluation and Management
2. Settlement Management and Negotiation
3. Documentation (Design, As-Builts, Warranty) Transfer
4. Property Disposal
5. Utility Service Closeout

J. YEAR ONE (001) MOBILIZATION
1. IT System and Equipment
2. Document Control System
3. Transition Phase/ Working with Incumbent
4. Office Procedure Training
5. Badging and Security
6. WMATA, VDOT, and VDRPT Orientation
7. MWAA Integration
8. Submittal and Approval of Key Positions
9. Coordination with Phase 1 Team
10. Transition of Phase 2 Work Product to Date
11. WMATA Standards Training
12. MWAA Procurement Training
13. MWAA Audit Process Orientation

IV. EVALUATION PROCESS

A. General Description

The Authority will use an architect engineer procurement process as identified in the Authority’s current Contracting Manual for the selection of the PMSS Consultant. The Authority will evaluate the interested firm or team based upon their qualifications and experience as submitted in response to this RFQI. The evaluation may lead to the establishment of a short list of firms from which additional information will be requested. Interviews may be conducted with the short listed firms or teams prior to a final selection.

The firm or team selected by the Authority must possess a full range of technical and managerial professional disciplines and capabilities associated with major facilities programs and have demonstrated its ability to successfully provide program management services on large transit projects.

B. Evaluation Criteria

The following criteria will be used as the basis for evaluating qualifications statements for the selection of the PMSS Consultant. The following criteria are listed in order of importance, with each criterion being of equal or greater importance than the criterion listed beneath it.

1. **Firm or Team Qualifications, Experience and Capacity** – Qualifications, experience and capacity of the firm or team to effectively manage a transportation infrastructure program of this size and
complexity, control program costs and experience of the individual firms to work on programs/projects of similar size and complexity.

2. **Personnel Qualifications** – Qualifications, experience and commitment of specific individuals to positions identified in the Consultant Organization and Management Plan.

3. **Past Performance** – Past contract performance with emphasis on internal resource control, team management, quality of work, and client satisfaction.

4. **Consultant Organization and Management Plan** – Proposed organization of the consultant firm or team, identifying the role and responsibility of individual firms, identification of specific positions within the organization and a management plan for effectively managing the consultant team resources and costs.

The quality of the submittals and interviews may be considered in the evaluation.

The rankings of firms will be determined based upon the Authority’s initial evaluation of submittals on criteria 1-4 above. The Authority reserves the right to conduct oral interviews with and perform reference checks on the short listed firms, and, as a result, evaluate criteria 1-4 to determine the final ranking of the Offerors.

C. **Schedule**

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
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<tbody>
<tr>
<td>1. Publication of RFQI</td>
<td>September 24, 2012</td>
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<tr>
<td>2. Due Date for Submittal of Qualifications</td>
<td>October 29, 2012</td>
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<tr>
<td>3. Final Selection</td>
<td>December 3, 2012*</td>
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* Tentative and subject to change.

V. **SPECIAL TERMS AND CONDITIONS**

A. Offerors are hereby put on notice that PMSS team members, prime and subcontractors, will be excluded from future Authority contracts if the scope of those contracts conflicts with its services provided under the PMSS contract. Contractors currently performing work for the Authority, WMATA, or other parties involved in the program should disclose and address potential conflicts of interest in their submittal. The Airports Authority’s Phase 2 PE consultant, Dulles Rail Consultants, is not eligible to participate. This applies to Dulles Rail Consultants subcontractors as well.

B. The PMSS Consultant’s efforts for this support services contract will be specified and implemented by individual technical task orders issued by the Authority. The initiation of work will require the development of the scope of work, schedule and price (using pre-established contractual rates) that will be agreed upon before issuance of the technical task order.

C. **Applicable Laws**

Offerors shall comply with all applicable laws in connection with the procurement process and the performance of the PMSS contract. Offerors are on notice that the Authority will use federal financial assistance for Phase 2 and, as a condition to such assistance, the PMSS Consultant will be subject to application of certain federal laws, regulations, policies, procedures, directives and ordinances (Federal
Requirements). The Contract will obligate the PMSS Consultant and those working through it to comply with all Federal Requirements. Attachment 2 contains a Federal Requirements Addendum that is provided to Offerors on an informational basis, with the understanding that what is identified therein is not to be deemed all-inclusive and not intended to limit the PMSS Consultant’s obligations to meet all Federal Requirements, whether or not included in such addendum.

D. Freedom of Information Policy and Confidentiality

The Airports Authority will maintain a non-public process for the duration of this procurement in accordance with the requirements of its Contracting Manual and Freedom of Information Policy. A copy of this policy is available for reference on the Airports Authority website at http://www.mwaa.com/2838.htm.

VI. DBE PARTICIPATION

This project has a 25% Disadvantaged Business Enterprise (DBE) goal. A DBE is defined as a firm that is at least 51% owned and controlled by one or more socially and economically disadvantaged individual(s). To qualify as a DBE for this project, the average gross receipts of a DBE Construction Management (Mass transit) firm (NAICS 237990) must not exceed $22.4 million for the last three years. The size standard for Engineering (NAICS 541330) is $14.0 million, Architecture (NAICS 541310), is $7.0 million and surveying (NAICS 541360 and 541370) is $14.0 million. All DBE Certifications must comply with 49 CFR Part 26 Requirements. Calculation of the average gross receipts must include receipts of all affiliates during the last three years. Contact Cynthia Lipscomb of the Equal Opportunity Programs Department at 703-417-8625 for additional information on DBE Certification requirements, small business size standards pertaining to other specialty areas in this project, and for additional information on the DBE Program. The Authority encourages the participation of minority and woman-owned businesses.

Responses to this RFQI must include the following:

A. Statement of commitment to meeting the 25% DBE participation goal;
B. Identification of the proposed DBE firm(s) and their tasks. If the offeror is not a DBE, then he/she agrees that DBE participation will be met by first and/or second tier subcontracts, or by joint venturing with an Authority certified DBE;
C. Documentation of DBE certification (e.g. letter from the MWAA Equal Opportunity Programs Office or the Virginia Department of Minority Business Development Enterprise); Firms must be DBE certified as of the date of issuance of this RFQI.
D. Firms must submit detailed DBE commitment and dollar amounts in the RFP phase.

Failure to provide the required DBE documentation will result in a finding of non-conformance, and the team’s submittal will not be considered further.

VII. PREPARATION AND SUBMISSION OF QUALIFICATIONS

A. General

The evaluation will be based on the qualifications submitted by the firm/team and information obtained from third parties including the references submitted. The Authority reserves the right to reject any and all qualification statements received in response to this request if it determines that action to be in its best interest. It also reserves the right to waive any minor irregularities in submittals.
The cost of preparing, submitting, and presenting the qualifications is at the sole cost and expense of the Offeror.

It is the responsibility of the Offeror to inquire about and clarify any requirement of this solicitation that is not understood. Inquiries can be made by e-mailing the Authority through the website for this solicitation (8-13-C002) and must be made in a timely manner in accordance with these instructions.

B. Instructions

1. The offeror should prepare its qualifications using the order and designations as presented in the Scope of Qualifications below.

2. The Offeror shall submit twelve (12) copies of its qualifications to:

   Mr. Eric Carey  
   Procurement and Contracts Department, MA-440  
   Metropolitan Washington Airports Authority  
   1 Aviation Circle  
   Ronald Reagan Washington National Airport  
   Washington, DC 20001  
   (703) 572-0514

   The original submittal must be identified as such.

3. Submittals are due at the above address at 1:00 p.m., local time, on October 29, 2012.

4. Submittals must be received in a sealed envelope and identified as follows:

   Qualifications for Program Management Support Services for Phase 2 of the Dulles Corridor Metrorail Extension

   Name of Firm or Team

5. Submittals or submittal modifications will not be accepted after the closing date.

6. A pre-proposal conference will be held in conference rooms C/D, 2nd Floor, Dulles East Building, located at 45045 Aviation Drive (across from the Marriott) Washington Dulles International Airport on October 5, 2012 at 10:30 AM Local Time.

7. All questions concerning this solicitation must be submitted not later than 3:00 PM on October 12, 2012 via the Authority's website at: [http://www.mwaa.com/5215.htm](http://www.mwaa.com/5215.htm).

8. Questions regarding DBE participation should be directed to Cynthia Lipscomb, Equal Opportunity Programs Department, (703) 417-8625.

9. The first page of the submittal should be a signed, one page executive summary with the prime contractor's official letterhead. The prime's authorized representatives signature on the transmittal letter certifies that the information contained in the submittal is truthful, accurate, and complete at time of submittal. The prime consultant shall provide a contact name, email address, phone and fax numbers to which correspondence can be sent.
10. Please do not contact Authority consultants, or Authority personnel other than the Contracting Officer, regarding this solicitation.

11. Individual Standard Form 330s are required from the Prime Contractor Team. If a Joint Venture, each joint venture member must submit SF 330s. Subcontractors may submit the forms at Offeror’s discretion.

12. The Authority reserves the right to amend the RFQI by amendment prior to the final date of submission. The amendment must be acknowledged by the Offeror as instructed on the amendment form.

C. Scope of Qualifications

Qualifications statements must provide the following information. Information should be concise and complete, and limited to 50 pages or less in length, exclusive of SF 330 forms, table of contents, cover letter, executive summary, annual reports, and documentation of DBE status.

1. Specific information about the proposed organizational structure of your team, identifying the role and responsibility of firms and identification of specific positions within the organization.

2. Background, qualifications, size and experience of your firm, including local presence (Standard Form 330).

3. Description of the offeror’s accounting system for estimating, recording, and reporting costs for a cost-plus-fixed-fee contract and examples of the firm or team’s internal business system to assist in the planning, scheduling and control of work assignments.

4. Description of innovative program management techniques to control the schedule and costs of projects and to efficiently manage the resources of the PMSS Consultant team. Specific examples of your firm’s ability to manage comparable projects within prescribed budget and time requirements and to work with public entities.

5. Examples of relevant program management projects completed by your firm or team, especially tunneling and/or heavy rail projects. Indicate your firm or team’s role with respect to the owner. Include those jobs that involved multiple architectural and engineering contracts under the management control of your firm or that were contracted directly by your firm.

6. Examples of projects that demonstrate knowledge of heavy rail design, construction and regulatory criteria in the United States.

7. Current client references and telephone numbers for those projects listed in Items 4, 5, and 6.

8. Any proposed subconsultants and their qualifications, as well as the qualifications of their key personnel.

9. A description of the technical and managerial qualifications of your proposed Project Manager and other key personnel, their current assignment, availability for this project and commitment to this project.

10. Statement of conflict of interest; i.e., does your firm (team) have any client relationships which may conflict with working for the Authority. See paragraph V.A herein.
11. Annual Report and financial statement of the Prime Contractor including the most recent balance sheet.

12. Submittals must indicate an ability to provide the full scope of services requested by this Request for Qualifications Information.

13. DBE documentation should be submitted as required in paragraph VI.

14. Acknowledge amendments (if any) as instructed on the amendment form.
Dulles Corridor Metrorail Project
Project Overview

The Authority, in cooperation with the Washington Metropolitan Area Transit Authority (WMATA), the Commonwealth of Virginia, Fairfax County, and Loudoun County (collectively, the Project Partners), is designing and constructing a 23.1-mile extension of WMATA’s Metrorail System in the rapidly growing Dulles Corridor in Northern Virginia within the greater Washington, D.C., metropolitan area (see Figure 1). The Dulles Corridor Metrorail Project is being implemented in two phases – Phase 1 (the Extension to Wiehle Avenue) and Phase 2 (the Extension to Dulles Airport/Route 772).

Phase 1, currently under construction, includes 11.7 miles of new track and extends from the East Falls Church station through Tysons Corner to Wiehle Avenue in Reston. It includes four new stations in Tysons Corner and an interim terminus station at Wiehle-Reston East.

Figure 1. Dulles Corridor Metrorail Project Map
Phase 2 will extend the line another 11.4 miles farther northwest, from Wiehle-Reston East through Dulles International Airport to a terminus near Route 772 in eastern Loudoun County. Six additional stations will be constructed in Phase 2 at Reston Town Center, Herndon (Monroe Street), and Innovation Center (Route 28) in Fairfax County, and Dulles Airport, Route 606, and Route 772 in Loudoun County. Phase 2 includes at-grade guideway, stations, and rail systems in the median of the Dulles International Airport Access Highway (DIAAH) and Dulles Greenway as well as an aerial (elevated) guideway, station, and a yard and shop facility at Dulles Airport. New parking garages at stations will provide a total of 8,900 parking spaces for Metrorail users. Wayside facilities, including traction power substations, tie-breaker stations, and stormwater management ponds will also be constructed along the alignment.

More information on the Dulles Corridor Metrorail Project can be found at [www.dullesmetro.com](http://www.dullesmetro.com).
Contractor understands that the Project is financed in part with assistance provided by the Federal Transit Administration ("FTA") and acknowledges that a condition to such assistance is the application of certain federal laws, regulations, policies, procedures, directives and ordinances to the Contract and Contractor ("Federal Requirements"). Contractor will comply with all Federal Requirements in effect as of the effective date of the Contract unless FTA issues a written determination to the contrary.

This Federal Requirements addendum is intended to identify certain specific Federal Requirements, with the understanding that what is identified herein is not to be deemed all-inclusive. Contractor agrees that it shall comply with all federal laws, regulations, policies, procedures, directives and ordinances, whether or not they are specifically mentioned in these Federal Requirements, and, through flow-down provisions in its Subcontracts, require its Subcontractors, as well as each of its lower-tier Subcontractors, to comply with such Federal Requirements to the extent mandated by the applicable Federal Requirement. Unless otherwise stated in a provision below, Contractor shall flow-down, and require all Subcontractors of any tier to flow-down, all provisions of these Federal Requirements to all Subcontractors at each tier.

For purposes of this Addendum, the following definitions apply:

(a) “Contract” means the written agreement between MWAA and Contractor.

(b) “Contractor” means a Person that MWAA has entered into a Contract for goods or services associated with the Project.

(c) “Owner” means the Metropolitan Washington Airports Authority.

(d) “Person” means any individual, public or private corporation, county, district, authority, municipality, political subdivision or other entity of the State or the United States of America, and any corporation, limited liability company, partnership, association, firm, trust, estate, or any other entity whatsoever.

(e) “Project” means the project generally known as the Dulles Corridor Metrorail Project Improvements project.

(f) “Subcontract” means any agreement by Contractor with any contractor, vendor, supplier, consultant, or other Person to perform any part of the Work, including but not limited to the furnishing of equipment and materials, as well as any agreements between a Subcontractor and its lower tier Subcontractor(s).

(g) “Subcontractor” means any Person of any tier that has entered into a Subcontract to perform any work on the Project.

1. **Fly America**

Contractor agrees to comply with 49 U.S.C. 40118 (the “Fly America” Act) in accordance with the General Services Administration’s regulations at 41 CFR Part 301-10, which provide that recipients and sub-recipients of federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America Act.
requirements. Contractor shall flow-down the requirements of this section to all Subcontracts that may involve international air transportation.

2. **Cargo Preference - Use of United States-Flag Vessels Requirements**

Pursuant to 46 U.S.C. §55305 and 46 C.F.R. Part 381, Contractor agrees:

(a) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners and tankers) involved, whenever shipping any equipment, materials or commodities pursuant to the underlying contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

(b) To furnish within 20 working days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated “on-board” commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a) above to: (i) Owner through Contractor in the case of a Subcontractor’s bill-of-lading; and (ii) to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, D.C. 20590 and to Owner in the case of Contractor’s bill-of-lading, all as marked with appropriate identification of the Project.

(c) To include these requirements in all Subcontracts issued pursuant to this Contract when the Subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

3. **Buy America**

(a) Contractor agrees to comply with 49 U.S.C. § 5323(j) and FTA regulations, “Buy America Requirements,” 49 C.F.R. Part 661, and subsequent amendments to those regulations that may be promulgated. This requires that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7.

(b) Appropriate Buy America certifications in the following form shall be provided with the executed Contract and with each Change Request that includes steel, iron, and manufactured products. Owner will not approve such Change Request unless the completed Buy America certification is provided. If a Certificate of Non-Compliance is provided, the Change Request will be accepted only if Owner determines that an exception to the Buy America requirements applies:

**Certification requirement for procurement of steel, iron, or manufactured products.**

**Certificate of Compliance with 49 U.S.C. 5323(j)(1):**

Contractor hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 C.F.R. Part 661.5.

Date: __________________________
Signature: ______________________
Company Name: ___________________
Title: ___________________________

Contractor hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date: ________________
Signature: ________________
Company Name: ________________
Title: ________________


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

Date: ________________
Signature: ________________
Company Name: ________________
Title: ________________


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

Date: ________________
Signature: ________________
Company Name: ________________
Title: ________________

4. **Seismic Safety Requirements**

Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations, 49 CFR Part 41, and will certify to compliance to the extent required by the regulation. Contractor also agrees to ensure that all work performed under this Contract, including work performed by any Subcontractor, is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the Project.

5. **Energy Conservation Requirements**

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.

6. **Clean Water Requirements**

(a) 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. Contractor agrees to report
each violation to Owner and understands and agrees that Owner will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(b) Contractor shall flow-down the requirements of this Section 6 to all Subcontracts exceeding $100,000.

7. Lobbying

(a) Contractor and all Subcontractors at each tier 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." The language for the certification is set forth in Section 7(b) below. 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 contracts 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 to be forwarded from tier–to-tier up to Owner.

(b) Certification for Contracts, Grants, Loans and Cooperative Agreements. The certification referenced in Paragraph 7(a) above is as follows:

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending 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 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.

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

(a) Contractor agrees to permit Owner, the U.S. Secretary of Transportation, the FTA Administrator, the Comptroller General of the United States, or their duly authorized representatives, to inspect all any books, documents, papers, records, accounts and reports of 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 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. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at $100,000.

(b) Where Owner enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, Contractor shall make available records related to the Contract to Owner, the U.S. Secretary of Transportation, the FTA Administrator, the Comptroller General of the United States, or their duly authorized representatives for the purposes of conducting an audit and inspection.

(c) Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(d) Contractor agrees to maintain all books, documents, papers, records, accounts and reports required under this Contract, consistent with 49 CFR §18.39(i)(11), for a period of not less than three (3) years after the date of final payment under the Contract or termination or expiration of the Contract, except in the event of litigation or settlement of claims arising from the performance of the Contract, in which case Contractor agrees to maintain same until the U.S. Secretary of Transportation, 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.

(e) Contractor agrees to include this Section 8 in each Subcontract at each tier. It is further agreed that the clause shall not be modified, except to identify the Subcontractor who will be subject to its provisions.

9. **FTA Requirements**

(a) Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, which may be found on the FTA website, including without limitation those listed directly or by reference in the FTA Master Agreement (Form FTA MA(15)), as they may be amended or promulgated from time-to-time during the term of the Contract. Contractor's failure to so comply shall constitute a material breach of the Contract.

(b) All contractual provisions required by the United States Department of Transportation, 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 the Contract. Contractor shall not perform any act, fail to perform any act, or
refuse to comply with any Owner requests which would cause Owner to be in violation of the FTA terms and conditions.

10. Clean Air

(a) 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. Contractor agrees to report each violation to Owner and understands and agrees that Owner will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

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

11. Recycled Products and Recovered Materials

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.

12. Davis-Bacon and Copeland Anti-Kickback Acts


(1) Minimum wages –

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between Contractor or Subcontractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be
paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by Contractor and its Subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (A) Owner shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. Owner shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
(2) The classification is utilized in the area by the construction industry; and
(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and Owner agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by Owner to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise Owner or will notify Owner within the 30-day period that additional time is necessary.

(C) In the event Contractor, the laborers or mechanics to be employed in the classification or their representatives, and Owner do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), Owner shall refer the questions, including the views of all interested parties and the recommendation of Owner, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise Owner or will notify Owner within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If Contractor does not make payments to a trustee or other third person, Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding - Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from Contractor under this contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by Contractor or any Subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, Owner may, after written notice to Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records –

(i) Payrolls and basic records relating thereto shall be maintained by Contractor during the course of the work and preserved for a period of three (3) years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR § 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to Owner for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. Contractor is responsible for the submission of copies of payrolls by all Subcontractors. Contractor and Subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to Owner for transmission to the Federal Transit Administration, Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for Contractor to require its Subcontractor to provide addresses and social security numbers to Contractor for its own records, without weekly submission to Owner.

Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by Contractor or Subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

1. That the payroll for the payroll period contains the information required to be provided under section 5.5(a)(3)(ii) of Regulations, 29 CFR Part 5, the appropriate information is being maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR Part 5, and that such information is correct and complete;

2. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

The falsification of any of the above certifications may subject Contractor or Subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
(iii) Contractor or Subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If Contractor or Subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

(4) Apprentices and trainees –

(i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in Contractor's or Subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed
pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(5) Compliance with Copeland Act requirements - Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts - Contractor and Subcontractor shall insert in any Subcontracts the clauses contained in 29 CFR § 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier Subcontracts. Contractor shall be responsible for the compliance by any Subcontractor or lower tier Subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this Contract.

(9) Disputes concerning labor standards - Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its Subcontractors) and Owner, the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
(11) Certification of eligibility –

(i) By entering into this Contract, Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in Contractor’s firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).


13. Contract Work Hours and Safety Standards

Contractor shall comply with the Contract Work Hours and Safety Standard Act, 40 U.S.C. § 3701 et seq. The clause at 29 CFR 5.5(b) pertaining to Contract Work Hours and Safety Standard Act is restated and incorporated below, conformed to designate “Owner”, “Contractor” and “Subcontractor” in their respective capacity as the owner, contractor and subcontractor for the Project:

(a) Overtime requirements - No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (b)(1) of this section Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(c) Withholding for unpaid wages and liquidated damages - Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or Subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(d) Subcontracts. Contractor or Subcontractor shall insert in any Subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier Subcontracts. Contractor shall be responsible for compliance by any
Subcontractor or lower tier Subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

14. **Employee Protections**

(a) **Activities Not Involving Construction** - Contractor agrees to comply, and assures the compliance of each Subcontractor at each tier of the Project, with the employee protection requirements for non-construction employees of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 et seq., in particular the wage and hour requirements of section 102 of that Act at 40 U.S.C. § 3702, and with U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.

(b) **Activities Involving Commerce** - Contractor agrees that the provisions of the Fair Labor Standards Act, 29 U.S.C. §§ 201 et seq., apply to employees performing Project work involving commerce.

15. **No Government Obligation to Third Parties**

(a) Owner 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 the Contract and shall not be subject to any obligations or liabilities to Owner, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(b) 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.

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

(a) 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 the Project. Upon execution of the underlying contract, 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, 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 Contractor to the extent the Federal Government deems appropriate.

(b) 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 Contractor, to the extent the Federal Government deems appropriate.

(c) Contractor agrees to include the paragraphs (a) and (b) above 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.
17. **Debarment and Suspension**


(b) The Contract is a covered transaction for purposes of 2 CFR Part 1200 and 2 CFR 180. As such, Contractor is required to verify that none of the Contractor, its principals, as defined at 2 CFR 180.995, or affiliates, as defined at 2 CFR 180.905, are excluded or disqualified as defined at 2 CFR 180.935 and 180.940. Contractor is required to comply with 2 CFR 1200, Subpart C and 2 CFR 180, Subpart C.

(c) By entering into the Contract, Contractor certifies that it is in compliance with 2 CFR Part 1200, Subpart C and 2 CFR 180, Subpart C. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to the remedies available to Owner, the Federal Government may pursue available remedies, including, but not limited to, suspension and/or debarment.

18. **Privacy Act**

The following requirements apply to Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(a) 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, Contractor agrees to obtain the express consent of the Federal Government before Contractor or its employees operate a system of records on behalf of the Federal Government. 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.

(b) 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.

19. **Civil Rights Requirements**

Contractor agrees to comply with all applicable civil rights laws and implementing regulations including, but not limited to the following requirements:

(a) **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, 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, Contractor agrees to comply with applicable Federal implementing regulations and any other implementing requirements FTA may issue.

(b) **Equal Employment Opportunity:** The following equal employment opportunity requirements apply to the Contract:
(1) **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, Contractor agrees to comply with all applicable equal 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 Contract. 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, Contractor agrees to comply with any implementing requirements FTA may issue.

(2) **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, Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

(3) **Disabilities:** In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. §12112, 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, Contractor shall comply with the following regulations and any subsequent amendments thereto:

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

   (ii) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;


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

(x) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and

(xi) Any implementing requirements FTA may issue.


(5) Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. Contractor agrees to comply with the confidentiality and any other civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1174 et seq., with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4581 et seq., and with the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd-2, 290dd-3 and 290ee-3, and any subsequent amendments to these acts.


(7) Other Nondiscrimination Statutes. Contractor agrees to comply with all applicable requirements of any other nondiscrimination statute(s) that may apply to the Project.

20. Rights In Data and Patent Rights

(a) Rights in Data

(1) The term "subject data" used in this Section 20 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 Exhibit has been added:

(a) Except for its own internal use, Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may 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 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, if Contractor performs experimental, developmental, or research work required by the Contract, it 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 Contract, is not completed for any reason whatsoever, all data developed under the 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 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, Contractor agrees 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 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. Contractor shall not 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 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 Contractor identifies that data in writing at the time of delivery of the contract work.

(g) Unless FTA determines otherwise, 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 Contractor agrees 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) 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. The 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, 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 Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), Contractor agrees 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) 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.
21. **Transit Employee Protective Provisions**

To the extent that FTA determines that transit operations are involved, Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. § 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter.

22. **Environmental Requirements**

Contractor recognizes that many federal and state Laws, Regulations and Ordinances imposing environmental and resource conservation requirements may apply to the Project. Some, but not all, of the major federal Laws, Regulations and Ordinances that may affect the Project include: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq.; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and applicable sections of 29 U.S.C.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq. Contractor also recognizes that U.S. EPA, FHWA and other Federal agencies have issued, and in the future are expected to issue, regulations, guidelines, standards, orders, directives, or other requirements that may affect the Project. Thus, Contractor agrees to comply, and assures the compliance of each of its Subcontractors, with any such Federal requirements as the Federal Government may now or in the future promulgate. Listed below are environmental requirements of particular concern to FTA and Contractor. Contractor agrees that those laws and regulations may not constitute Contractor's entire obligation to meet all Federal environmental and resource conservation requirements.


(b) **Air Quality.** Contractor agrees to comply with all applicable regulations, standards, orders, and requirements implementing the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. In addition:

1. Contractor agrees to comply with the applicable requirements of the U.S. EPA regulations, "Conformity to State or Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93. To support the requisite air quality conformity finding for the Project, Contractor agrees to implement each air quality mitigation or control measure incorporated in the Project. Contractor further agrees that any Project identified in an applicable State Implementation Plan as a Transportation Control Measure will be wholly consistent with the design concept and scope of the Project described in the State Implementation Plan.

2. U.S. EPA also imposes requirements implementing the Clean Air Act, as amended, that may apply to transit operators, particularly operators of large transit bus fleets. Accordingly, Contractor agrees to comply with the following U.S. EPA regulations to the extent they are

(3) Contractor agrees to comply with the notification of violating facility requirements of Executive Order No. 11738, "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. § 7606 note.

(c) Use of Public Lands. Contractor agrees that it will not use in the Project any publicly owned land from a park, recreation area, or wildlife or waterfowl refuge of national, State, or local significance as determined by the Federal, State, or local officials having jurisdiction thereof, and will not use in the Project any land from a historic site of national, State, or local significance unless the Federal Government makes the findings required by 49 U.S.C. §303.

(d) Wild and Scenic Rivers. Contractor agrees to comply with the Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. §§1271 et seq. relating to protecting components of the national wild and scenic rivers system.

(e) Coastal Zone Management. Contractor agrees to assure Project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, as amended, 16 U.S.C. §§ 1451 et seq.


(g) Floodplains. Contractor agrees to comply with the flood hazards protections in floodplains in accordance with Executive Order No. 11988, as amended, "Floodplain Management" 42 U.S.C. § 4321 note.


(1) In accordance with U.S. Advisory Council on Historic Preservation regulations, "Protection of Historic and Cultural Properties," 36 C.F.R. Part 800, Contractor agrees to consult with the State Historic Preservation Officer concerning investigations to identify properties and resources included in or eligible for inclusion in the National Register of Historic Places that may be affected by the Project, and agrees to notify FTA and Owner of any affected properties.

(2) Contractor agrees to comply with all Federal requirements to avoid or mitigate adverse effects on those historic properties.

(k) **Mitigation of Adverse Environmental Effects.** Should the Project cause or result in adverse environmental effects, Contractor agrees to take all reasonable measures to minimize those adverse effects, as required by 49 U.S.C. § 5324(b), and other applicable Federal laws and regulations, including joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622. Contractor agrees to comply with all environmental mitigation measures identified as commitments in applicable environmental documents (i.e., environmental assessments, environmental impact statements, memoranda of agreement, and documents required by 49 U.S.C. § 303) and with any conditions imposed by the Federal Government in a finding of no significant impact or record of decision. Contractor agrees that those mitigation measures are incorporated by reference and made part of the Grant Agreement or Cooperative Agreement. Contractor also agrees that any deferred mitigation measures will be incorporated by reference and made part of the Grant Agreement or Cooperative Agreement as soon as agreement with the Federal Government is reached. Contractor understands and agrees that those mitigation measures agreed upon may not be modified or withdrawn without the express written approval of the Federal Government.

23. **Disadvantaged Business Enterprises**

(a) The 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.* Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of the Contract and shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of this Contract. Contractor agrees to take the following measures to facilitate participation by disadvantaged business enterprises (DBE) in the Project:


2. Contractor agrees and assures that it shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any Subcontract supported with Federal assistance derived from U.S. DOT or FTA or in the administration of its DBE program or the requirements of 49 C.F.R. Part 26. Contractor agrees to take all necessary and reasonable steps set forth in 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of all Subcontracts supported with Federal assistance derived from U.S. DOT. Each Subcontract Contractor signs with a Subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)). Upon notification by U.S. DOT to Contractor of its failure to implement its approved DBE program, U.S. DOT may impose sanctions as provided for under 49 C.F.R. Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001, and/or the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801 et seq.

(b) Bidders/offerors are required to document sufficient DBE participation to meet the DBE goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 C.F.R. 26.53. Award of the Contract is conditioned on submission of the following prior to award:

1. The names and addresses of DBE firms that will participate in the 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 Contractor’s commitment; and

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

Contractor must present the information required above prior to contract award (see 49 C.F.R. 26.53(3)).

(c) Contractor is required to pay its Subcontractors performing work related to the Contract for satisfactory performance of that work no later than 30 days after Contractor’s receipt of payment for that work from Owner. In addition, Contractor 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.

(d) Contractor must promptly notify Owner, whenever a DBE Subcontractor performing work related to the 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. 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 Owner.

24. Seat Belt Use

In accordance with Executive Order No. 13043, “Increasing Seat Belt Use in the United States,” 23 U.S.C. § 402 note, Contractor is encouraged to adopt on-the-job seat belt use policies and programs for its employees that operate company-owned, rented, or personally-operated vehicles and include this provision in its Subcontracts.

25. Substance Abuse

(a) Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Virginia, or Owner, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process. Contractor agrees further to certify annually its compliance with Part 655 before March 15 and to submit the Management Information System (MIS) reports before March 15 to Owner. To certify compliance 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.

(b) To the extent applicable, Contractor agrees to comply with the following Federal substance abuse regulations:


26. **Protection of Sensitive Security Information.**

To the extent applicable, Contractor agrees to comply with section 101(e) of the Aviation and Transportation Security Act, 49 U.S.C. § 40119(b), with U.S. Transportation Security Administration regulations, "Protection of Sensitive Security Information," 49 C.F.R. Part 1520, and with any other implementing regulations, requirements, or guidelines that the Federal Government may issue.

27. **Access for Individuals with Disabilities**

Contractor agrees to comply with 49 U.S.C. § 5301(d), which states the federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. Contractor also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities.