

INVITATION TO BID NO. 2023B029

Issue Date	Time and Date of Opening	Buyer	Phone Number
3/21/23	9:00 A.M. Alaska Time, April 18, 2023	Ryan Marquis	907-343-4590

ITB No. **2023B029** – Provide Lease and Service of Radial Bus Tires to the Municipality of Anchorage (MOA), Public Transportation Department.

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Bid Proposal	Pages	6 - 7
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Specifications	Consisting of 8 Pages	
FTA Contract Provisions and Certifications	Consisting of 39 Pages	
Sample Contract	Consisting of 5 Pages	
Responsible Bidder Questionnaire	Consisting of 3 Pages	

To be considered for award bids **will**:

- Be submitted on the forms provided with this ITB and signed (either manually, electronically, or digitally) by an authorized representative of the bidder;
- Be received by the Purchasing Office, 632 W. 6th Avenue, Suite 520, Anchorage, AK 99501, **prior** to the time and date set for the bid opening (time and date of bid receipt will be determined by the time/date stamp in the Purchasing Department);
- Be time and date stamped by the Purchasing Office;
- Be in a sealed envelope in accordance with Special Provisions, Paragraph 7; and,
- Acknowledge all ITB addendums; if any (failure to acknowledge Addenda may result in bid being considered non-responsive.)
- **Faxed or emailed bids will NOT be accepted unless noted otherwise in the bid documents.**

Bids not in compliance with the above requirements may be declared non-responsive and held unopened by the Purchasing Department. The MOA reserves the right to accept or reject any and all bids.

This ITB is available electronically (.pdf) at the MOA, Purchasing Office's website; <http://www.muni.org/Departments/purchasing/Pages/bidding.aspx>. The bidder is responsible for periodically checking the MOA Purchasing website for any addenda.

Bidders interested in participating via teleconference will call 1-907-343-6089 no earlier than **8:55 A.M. Alaska Time, April 18, 2023**. It is respectfully requested bidders participating via teleconference to please use a land line. **FOR AUXILIARY AIDS, SERVICES, OR SPECIAL MODIFICATIONS TO PARTICIPATE PLEASE CONTACT THE PURCHASING DEPARTMENT AT 907-343-4590 TO REQUEST REASONABLE ACCOMMODATIONS; OR VIA EMAIL AT WWPUR@MUNI.ORG.**

Questions regarding this ITB **will** be submitted in writing via email to wwpur@muni.org. Written questions **will** be received no later than **12:00 P.M. Alaska Time, April 3, 2023**. Questions will include the Buyer's name, the ITB number and ITB Title, on the subject line.

The MOA Purchasing Office is open from 8:00am to 5:00pm Monday through Friday, excluding MOA Holidays.

MUNICIPALITY OF ANCHORAGE



Nikki Martindale
Deputy Purchasing Director

GENERAL PROVISIONS

The attached provisions, as modified by any addendum hereto, will become a part of any Purchase Order resulting from this Invitation to Bid. The Vendor by his acceptance of this order agrees thereto:

1. No alteration in any of the terms, conditions, delivery, price, quality, quantities or specifications of this order will be effective without prior consent of the Purchasing Director.
2. No charges will be allowed for packing, wrapping, bags, containers, reels, etc., unless otherwise specified.
3. Time of delivery is part of the essence of this contract and the **order is subject to cancellation for failure to deliver on time.**
4. For any exception to the delivery date as specified on this purchase order, the Vendor will give prior notification and obtain approval thereto from the Purchasing Director.
5. Shipping Instructions: Unless otherwise specified, please ship prepaid via cheapest common carrier FOB Destination. The MOA cannot accept COD Shipments.
6. Materials purchased are subject to the approval of the MOA and, if rejected, are held subject to the Vendor's risk and expenses incurred for their return as approved by the Purchasing Officer.
7. Purchase Order number *WILL* appear on all invoices, packing lists, packages, shipping notices, instruction manuals, and any correspondence.
8. Memorandum of contents will be enclosed in each box or package.
9. The vendor agrees to protect the MOA against all claims for patent or franchise infringement arising from the purchase, installation, or use of the material ordered on this contract, and to assume all expense and damage arising from such claims.
10. If price is not stated on this order, it is agreed that the goods will be billed at the price last quoted or paid, or the prevailing market price, whichever is lower.
11. It is agreed that the waiver or acceptance of any breach of any of the terms of this order will not operate to relieve the Vendor of the responsibility herein under for any prior to subsequent breach.
12. All specifications and plans referred to in this order will form a part of the contract.
13. The Vendor warrants articles supplied under this contract to conform to specifications herein, to be fit and sufficient for the purpose manufactured, merchantable, of good material and workmanship, and free from defect.
14. Cash discount period on all invoices will commence on the date the shipment is received by the MOA. If an adjustment or damage occurs on a shipment subject to cash discount, the discount period will commence on the date the shipment is finally accepted.
15. The MOA is exempt from Federal Excise and Transportation Taxes. Exemption certificates will be furnished upon request.
16. Liens: Vendor, by accepting this purchase order, warrants and represents that the goods, wares or merchandise ordered herein are free and clear from all claims and liens of whatsoever nature.
17. Upon opening bid, abstracts will be posted and available on The MOA Website: www.muni.org
18. ANTI-DISCRIMINATION: During the performance of this contract the contractor agrees as follows:
 - (A) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, marital status or mental or physical handicap. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to the characteristics listed above. Such action will include, without limitation, employment, upgrading, demotion or transfer, recruitment or recruiting advertising, lay-off or termination, rates of pay or other forms of compensation and selection for training including apprenticeship. The Contractor will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The contractor will comply with all laws concerning the prohibition of discrimination including, but not limited to Title 5 and Title 7 of the Anchorage Municipal Code.
 - (B) The Contractor will state, in all solicitations or advertisements for employees to work on contract jobs, that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex, sexual orientation, or gender identity, marital status, or physical or mental handicap.

GENERAL PROVISIONS (Continued)

- (C) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, as amended, and will post copies of the notice in conspicuous places available to employees and applicants for employment.
- (D) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (E) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the owner of any one the owner will designate for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (F) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further contracts.

In accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (G) By submitting a bid, the contractor certifies they are an equal opportunity employer and will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, marital status, or physical or mental disability. The contractor will comply with all laws concerning the prohibition of discrimination including, but not limited to Title 5 and Title 7 of the Anchorage Municipal Code.
- (H) The contractor will include the provisions of paragraph 18 (A) through (G) in every subcontract or purchase order unless exempted by rules and regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor or purchase order as the owner may direct as a means of enforcing said provisions, including sanctions for noncompliance.

SPECIAL PROVISIONS

- 1. Any bid not meeting the requirements of this Invitation to Bid may be considered non-responsive.
- 2. Any bids quoting other than F.O.B. Destination, including freight, will be considered non-responsive. **Destination is: Public Transportation Department 3701 Dr. Martin Luther King Jr. Ave, Anchorage, AK 99507.**
- 3. Bids **will not be withdrawn for a period of forty-five (45) days** from date of bid opening.
- 4. The MOA will not be responsible for any bid preparation costs; including but not limited to costs associated with attending the pre-bid conference.
- 5. The MOA will not be responsible for any costs, including attorney fees (administrative, judicial or otherwise), associated with any challenge as to the determination of the lowest responsive and responsible bidder and/or award of contract, and/or rejection of bids. By submitting a bid, the bidder agrees to be bound in this respect and waives all claims to such costs and fees.
- 6. The MOA assumes no responsibility for any interpretations or representations made by any of its officers or agents unless such interpretations or representations are made by Addendum to this Solicitation.
- 7. **Bids will be submitted in a sealed envelope addressed to the MOA Purchasing Department, 632 W. 6th Avenue, Suite 520, Anchorage, AK 99501 and will include the following, clearly and legibly written/typed on the outside of the envelope:**
 - a. **Bidder's Name (as indicated on Business License), Address, City, State, and Zip Code**
 - b. **Invitation to Bid #, Invitation to Bid Title and Buyer's Name**
- 8. At the above indicated time, bids will be opened publicly and read aloud. Bids received after the scheduled bid opening date and time or bids not containing the Purchasing Office time and date stamp will not be considered and will be held unopened by the Purchasing Department.

SPECIAL PROVISIONS (Continued)

9. **NO RESPONSIBILITY WILL ATTACH TO ANY OFFICER FOR THE PREMATURE OPENING OF, OR THE FAILURE TO OPEN, A BID NOT PROPERLY ADDRESSED AND IDENTIFIED.**
10. A bidder may withdraw, modify, or correct their bid after it has been deposited with the Purchasing Department. Requests for withdrawal, modification, or correction will be in writing and received by an agent of the MOA Purchasing Department. Requests for withdrawal, modification, or correction will be received **before** the time set for bid opening. Modified or corrected bids will be signed by an authorized bidder representative. Facsimile or emailed modifications or corrections **WILL NOT** be accepted. Modified or corrected bids will be received prior to the date and time set for bid opening. No bidder will be permitted to withdraw an offer after the time set for bids to be opened.
11. Whenever a material, article, or piece of equipment is identified on the plans or in the specifications by reference to manufacturer or vendor name, trade name, catalog number, etc., it is intended merely to establish a standard; unless otherwise specified in the Invitation to Bid. Any material, article, or equipment of other manufacturers and vendors which meet the form, fit, and function imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed is, in the opinion of the MOA, of equal substance in form, fit and function. Any item quoted, as "equal" will be accompanied by complete data and/or brochures to be used in evaluation.
12. Alternate bids are not encouraged unless specifically requested. However, if an alternate bid is submitted, the MOA will have sole discretion in either accepting or rejecting each alternate offered.
13. The Office of the Purchasing Director is located at 632 W. 6th Avenue, Suite 520, Anchorage, Alaska 99501, and is open for business from 8:00am to 5:00pm, Monday – Friday, Excluding MOA Holidays. Acceptance of special delivery mail is not available Saturday or Sunday.
14. The following will be held in the MOA Purchasing Office, 632 W. 6th Ave, Suite 525, Anchorage, AK 99501:

Bids Opened at:	9:00 A.M. Alaska Time,	April 18, 2023
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15. If more than one bid is offered by any one party for the same product, by or in the name of his clerk, partner, or other person, all such bids will be rejected. A party who has quoted prices to a bidder is not thereby disqualified from quoting prices to other bidders, or from submitting a bid directly for the work.
16. The MOA may reject any unbalanced bid if it is in the best interest of the MOA. A bid is considered unbalanced, when in the opinion of the Purchasing Director, the bid allocates a disproportionate share of costs to one or more bid items and reduces the costs of another bid item or items, and if there is a reasonable possibility that the bid will not result in the lowest overall cost to the MOA.
17. When the Bidding Documents contain a basic bid and additive alternates, the low Bidder will be determined by the lowest combination of the basic bid and as many additive alternates as may be chosen in the order listed in the Bid. The Purchasing Director may bypass any additive alternate whose selection would cause the Contract to exceed the funds available.
18. The Purchasing Director will use the list of priorities in the bid schedule to determine the low bidder only. After determining the low bidder, an award may be made on any combination of the bid items provided: (1) it is in the best interest of the MOA; (2) funds are available at the time of award; and (3) the low bidder's price for the combination to be awarded is less than the price offered by any other responsive, responsible bidder.
19. The MOA standard payment terms are NET 30. Bidders may offer discounts for prompt payment. The minimum prompt payment terms acceptable to the MOA is 1% and net 15 days. Prompt payment terms will be utilized to determine final net price offered. Any prompt payment terms lower than 1% and net 15 will result in payment terms of NET 30. If bid includes prompt payment terms, bidder will include payment terms on the Bid Proposal Page. **NOTE: The prompt payment period will commence upon receipt and acceptance of the supply/service or receipt of a valid invoice; whichever occurs last.**
20. The MOA desires to utilize the MOA Procurement Card (credit card) for purchases made against this ITB. Bidder will indicate on the Bid Proposal Page if the MOA Procurement Card is acceptable.

BIDDER'S CHECK LIST

I. GENERAL

Bidders are advised, notwithstanding any instructions or implications elsewhere in this Invitation to Bid, only the documents shown and detailed on this sheet need be submitted with and made part of their bid. Other documents may be required to be submitted after bid opening, but prior to award. Bidders are hereby advised failure to submit all required documents shall be justification for rendering the bid non-responsive. Evaluation of bids for responsiveness shall be accomplished in accordance with Anchorage Municipal Code, Title 7.

II. REQUIRED DOCUMENTS FOR BID

- A. BID PROPOSAL: Pages 6-7. **Page 7** shall be signed by an authorized representative of the Bidder.
- B. ADDENDA: All addenda issued against this Invitation to Bid shall be acknowledged on the Bid Proposal page or by manually signing the Addenda sheet(s) and submitting the Addenda sheet(s) to the Municipality Purchasing Office prior to the time and date set for bid opening.
- C. FTA Contract Provisions and Certifications, consisting of 39 Pages

III. RESPONSIBLE BIDDER/CONTRACTOR QUESTIONNAIRE – IF APPLICABLE

Per AMC 7.20.030.B. the required certifications or disclosures must be submitted to the Purchasing Officer within five calendar (5) days of the request of Purchasing. The certifications and disclosures will be utilized by the Purchasing Officer to determine vendor responsibility. The required questionnaire is attached for review.

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BID PROPOSAL

Tire Leasing				
Item	Description	Est. Total Tire Miles (6 Tires)	Rate/Tire Mile	Extended Price
Year 1				
1	305/70R22.5	13,020,000	\$ _____	\$ _____
Year 2				
1	305/70R22.5	13,020,000	\$ _____	\$ _____
Year 3				
1	305/70R22.5	13,020,000	\$ _____	\$ _____
Total 3-Year Estimated Mileage Cost			\$ _____	
Tire Service				
Item	Description		Hourly Rate	Cost Per Year
Year 1				
1	Tire Service as defined in Section 22	780 Hours X	\$ _____ =	\$ _____
Year 2				
1	Tire Service as defined in Section 22	780 Hours X	\$ _____ =	\$ _____
Year 3				
1	Tire Service as defined in Section 22	780 Hours X	\$ _____ =	\$ _____
Hours are estimated at 15 per week, or 780 per year, for purposes of evaluating bids. Actual hours will be on an as-needed basis.				
Total 3-Year Service Cost			\$ _____	
Three-year total for Tire Leasing and Service			\$ _____	

NOTE: Erasures or other changes made on the Bid Proposal page or the signature page shall be initialed by the person signing the bid.

Vendor Name _____

BID PROPOSAL (CONTINUED)

Prompt Payment Discount - Payment Terms Offered
_____ % Net 15 OR Net 30 (default) 1% is the minimum amount allowed (As referenced in Special Provisions, paragraph 19)

Addendum Acknowledgement
Number(s) _____ is/are hereby acknowledged

The bidder will accept CREDIT CARDS FOR PURCHASES against this ITB.

- YES
- NO

BASIS OF AWARD

Award will be made to the lowest responsive and responsible bidder in accordance with Anchorage Municipal Code Sections 7.15.040, 7.20.020, 7.20.030, and 7.20.040, with preference to local bidders applied in accordance with Section 7.20.040. Evaluation for determining the lowest bid will be made in the **aggregate. TO BE CONSIDERED FOR AWARD ALL ITEMS MUST BE BID.** All items must be new and come with manufacturer's warranty, if supplied by the manufacturer. The purchasing Director will have the sole discretion to determine whether the bid submitted meets specifications of the Invitation to Bid, whether a bidder is responsive, and whether a deviation is material.

CONTRACT VOLUME

The MOA does not guarantee any minimum or maximum purchase quantities and/or dollar amounts. The above quantities are for evaluation purposes only. The MOA reserves the right to increase or decrease the quantities listed at the same unit price.

PERIOD OF PERFORMANCE

Contract performance period will be three (3) years from execution at the per annum amount stated above with two two-year options to renew. Payments under this contract require funds from future appropriations and are subject to future appropriations. If sufficient funds are not appropriated for payments required under this contract, this contract will terminate without penalty to Anchorage and Anchorage will not be obligated to make payments under this contract beyond those which have previously been appropriated.

By submitting a bid, the bidder acknowledges receipt, has reviewed and has an understanding of all documents listed on the Invitation to Bid Cover Sheet. For purposes of bid evaluation and contract award, in the event of inconsistency between the unit price and extended amount, the unit price will govern.

Authorized Representative Signature

Date

Printed Name

Title

Printed Vendor Name

Phone Number

Mailing Address

Fax Number

City, State, Zip Code

Company Email Address

Physical Address of Company (if different from above)

City, State, Zip Code

By signing above the bidder certifies they are an equal opportunity employer and will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, marital status, or physical or mental disability. The contractor will comply with all laws concerning the prohibition of discrimination including, but not limited to Title 5 and Title 7 of the Anchorage Municipal Code.

INSURANCE

By submitting a bid, the bidder agrees, if they are the successful bidder, to obtain and maintain the insurance required by this section. The bidder also agrees to provide the Municipality a copy of their Certificate of Liability Insurance prior to signing the contract and prior to commencement of any work under this contract.

GENERAL: The Contractor will not allow any subcontractor to commence work until the subcontractor has obtained insurance as listed in this section. The contractor and each subcontractor will maintain this insurance throughout the life of this contract, including any maintenance and/or guarantee/warranty period. The contractor will obtain separate insurance certificates for each contract.

ADDITIONAL INSURED: The Municipality of Anchorage will be listed as an additional insured on all General and Auto Liability policies required by this contract. All policies will contain a waiver of subrogation against the Municipality, except Professional Liability. All policies will remain in effect during the life of the contract. The Contractors insurance certificate will also indicate the Municipality of Anchorage as a certificate holder of the policy.

WORKERS COMPENSATION: The Contractor will purchase and maintain during the life of this contract, workers compensation insurance for all employees who will work on this project and, if any work is sublet, the Contractor will require the subcontractor similarly to provide such insurance. Employers' Liability with a minimum limit of \$500,000 will be maintained and Workers Compensation with minimum limits as required by Alaska State Workers Compensation Statutes. The policy will contain a waiver of subrogation against the Municipality.

NOTICE TO "OUT-OF-STATE" CONTRACTORS WORKING IN ALASKA: The Contractor will provide evidence of Workers Compensation insurance, either State of Alaska Workers Compensation coverage or an endorsement to the Contractor's home state Workers Compensation policy, evidencing coverage for "other states" including Alaska, prior to execution of a contract or, if approved, before commencement of contract performance in Alaska.

GENERAL LIABILITY: The Contractor will purchase and maintain, in force, during the life of this contract such general liability insurance as will protect the Owner and the Contractor against losses which may result from claims for damages for bodily injury, including accidental death, as well as from claims for property damages which may arise from any operations under this contract whether such operations be those of the Contractor, a subcontractor or anyone directly or indirectly employed by either of them.

<u>Commercial General Liability</u>	<u>Minimum Limits</u>
Products/Completed Operations	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Medical Payments	\$5,000
<u>Commercial Auto Liability</u>	<u>Minimum Limits</u>
Combined single limit (Bodily Injury and Property Damage)	\$1,000,000
Including all owned, hired, and non-owned	
<u>Workers Compensation and Employers Liability</u>	<u>Minimum Limits</u>
Per Alaska statute	\$500,000
<u>Errors and Omissions</u>	<u>Minimum Limits</u>
Professional Liability (Not required unless limits appear in space provided)	limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
<u>Umbrella Liability</u>	<u>Minimum Limits</u>
(Not required unless limits appear in space provided)	
\$	S.I.R.

Each insurance policy required by this section will require the insurer to give advance notice to the MOA/Contract Administrator prior to the cancellation of the policy. IF the insurer does not notify the MOA upon policy cancellation, it will be the Contractor's responsibility to notify the MOA of such cancellation.

COMPLIANCE WITH LAWS

The Contractor will observe and abide by all applicable laws, regulations, ordinances and other rules of the State of Alaska and/or any political subdivisions thereof, or any other duly constituted public authority wherein work is done or services performed, and further agrees to indemnify and save the Municipality of Anchorage harmless from any and all liability or penalty which may be imposed or asserted by reason of the Contractor's failure or alleged failure to observe and abide thereby.

(Remainder of Page Initially left Blank)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) will be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME:</td> </tr> <tr> <td>PHONE (A/C, No, Ext):</td> <td>FAX (A/C, No, Ext):</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS:</td> </tr> </table>	CONTACT NAME:		PHONE (A/C, No, Ext):	FAX (A/C, No, Ext):	E-MAIL ADDRESS:									
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS								
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$								
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULE D AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$								
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS- DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE Y / N OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <input type="checkbox"/> N / A						<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">WC STATUTORY LIMITS</td> <td style="width: 50%;">OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATUTORY LIMITS	OTHER														
E.L. EACH ACCIDENT	\$														
E.L. DISEASE - EA	\$														
E.L. DISEASE - POLICY LIMIT	\$														

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

1. The Municipality of Anchorage is an additional insured on Auto and General Liability policies. All policies, including workers compensation, contain a WAIVER OF SUBROGATION against the Municipality, except Professional Liability, .
2. CANCELLATION: "Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the Policy Provisions."

CERTIFICATE HOLDER

CANCELLATION

	<p style="text-align: center;">SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>Authorized Representative</p>
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MUNICIPALITY OF ANCHORAGE

Public Transportation Department

2023 BID SPECIFICATIONS AND REQUIREMENTS FOR LEASE AND SERVICE OF PUBLIC TRANSIT RADIAL BUS TIRES

1. GENERAL CONDITIONS

- A. Tire Lessor must show current and past performance attained with comparable sized commercial fleets providing tire mounting, tire removal, siping and tire and wheel balancing. Must also present ability to acquire tire casings from external sources and have ability to provide specified style of recapped drive tires in quantities required for large commercial fleets. Provide references with names and phone numbers for relative past and current fleet tire services.
- B. The tires and all materials used in the manufacture of the tires furnished under this bid shall conform to all applicable laws and regulations for State of Alaska and the United States Government as well as the manufacturer's vehicle requirements.
- C. No advantage shall be taken by the Lessor or Sub-lessor in the furnishing of tires, whether the same is manufactured by the Lessor or purchased, ready-made, from a source outside the Lessor's company.
- D. No advantage shall be taken by the Lessor or Sub-lessor in the omission of any part or detail that goes to make the tires complete and ready for service.
- E. It is understood that a tire means a casing for a tubeless tire; and a bus means any vehicle of sixteen or more passengers carrying capacity designed for operation on pneumatic tires and used publicly for the transportation of passengers.

2. PRICE FOR LEASE OF TIRES

The price quoted in any proposal submitted shall include all items of labor, equipment, materials, and other costs necessary to fully equip and maintain all tires required by the Public Transportation Department (PTD) for its buses pursuant to these specifications. Any items necessary for the furnishing and maintenance of such tires shall be considered a portion of such equipment, although not directly specified or called for in these specifications.

The price quoted shall be stated on a per-mile, per-tire basis for the furnishing of six (6) tires per bus. The same price per mile shall also apply to mileage accumulated by recapped tires, if any.

3. RECORD KEEPING

- A. All tires shall be marked by the Lessor prior to delivery with unique individual branding on both sides for record keeping purposes.

- B. Lessor shall keep all records of tire transfers, tire mileage, and such other records necessary or required, and provide computerized reports to PTD monthly. These reports shall include:
 - 1. Original tread accumulated mileage performance by tire group for tires removed from service during that period.
 - 2. The average tire mileage for each specific type of tire in the PTD fleet.
 - 3. A productivity report incorporating:
 - a. All tires removed from service, separating tires affecting the average and tires not affecting the average. Identify cause of failure or damage for any tire retired with useful tread in excess of the limits defined.
 - 4. Monthly tire loss report based on counts and annualized inventories, except new vehicle delivery loss, in which case loss claim must be presented within sixty (60) days of loss.
- C. PTD will record the mileage for each bus and shall furnish to the Lessor on or before the 10th day of each month for all mileage accruing during the previous month. These reports will be used by the Lessor in computing the monthly statement.

4. TIRES FURNISHED

- A. All tires initially furnished shall be new (New retreads are acceptable) and all tires furnished shall meet all applicable Federal and State laws and as well as the manufacturer's vehicle requirements. All tires shall be *special* transit radial mileage tires and be capable of being recapped and shall be rated for legal highway speed in Alaska (currently top speed is 65 MPH). Tires that resist sidewall damage, provide enhanced toughness and long tread life. Tires shall have sidewall wear indicators to help reveal excessive scuffing.
- B. Recap tires may be used only on the rear axle of transit buses and such recap tires shall be properly mated in a condition suitable to PTD. All recap tires shall comply with all applicable Federal and State laws and regulations as well as the vehicle manufacturer's requirements.
- C. Cost for recapping tires shall be borne by the Lessor.
- D. All tires for the front axle shall be the same manufacturer, tread design and size.
- E. All tires for the rear axle shall be the same manufacturer, tread design and size.
- F. All tires (original tread and recapped) on all wheel locations shall be siped.
- G. Existing branding shall be strikethrough/strikeout the old branding number, and new tire brand applied away from outer edge of tire to preserve in event of curb wear on sidewall.

5. BONUS

A bonus arrangement shall be proposed by the bidder setting forth full and complete details for the computation of such bonus. The bonus clause will be attached to this document and become a part of this agreement. Bonus proposal shall be submitted with bid to be considered.

6. 36-MONTH RUN-OUT PERIOD

PTD intends to invoke the 36-month run-out option on its present mileage leased tires with the Goodyear Tire and Rubber Company. It will be the intent to run these tires out as quickly as possible. PTD currently leases all tires used on its bus fleet.

(NOTE: Should the incumbent contractor be the successful bidder, this section is not applicable.)

7. DELIVERY

A. All tires furnished for the use on this contract shall be delivered to the Municipality's PTD maintenance facility located at 3701 Dr. Martin Luther King Jr. Avenue, Anchorage, Alaska and all freight or delivery charges shall be paid for by the Lessor.

B. The Lessor shall also furnish spare tires mounted on rims in quantities defined in Section 22.

8. STORAGE OF SPARE TIRES

A. PTD will furnish adequate storage space, storage racks, and workspace for the storage and maintenance of tires used on its buses.

B. The Lessor will keep the work area and storage area clean and always maintain good housekeeping and safe work practices.

C. The unloading, loading, and storage of tires will be the responsibility of the Lessor.

9. PATENTS

The Lessor shall agree to save, keep harmless and fully indemnify the Municipality and all its employees or agents from all damages, costs, or expenses in law and equity, that may at any time arise, or be set up, for any infringement or the patent rights of any person or persons in consequence or the use by the Lessor or by any of its employees or agents, or articles supplied under this proposal or contract, arising from bids submitted and of which the Lessor is not lawfully entitled to lease or sell. The Municipality will give to the manufacturer prompt notice in writing of the institution of any suit or proceeding and permit the Lessor, through their counsel, to defend same and will give all needed information, assistance, and authority to enable Lessor to do so.

10. TITLE TO TIRES

Ownership and title to the leased tires shall remain with the Lessor unless purchased by PTD.

11. SAFETY CERTIFICATION

The successful bidder will furnish written certification that all tires provided under the contract will comply with all Federal, State, and Local Laws as well as the vehicle manufacturer's requirements.

12. DESCRIPTION OF PUBLIC TRANSPORTATION BUSES

Following is a description of the revenue buses presently in service:

<u># of Units</u>	<u>Year, Make & Model</u>
1	1998 New Flyer D40LF
18	2008 New Flyer D40LF
14	2010 New Flyer D40LFR
8	2011 New Flyer D40LFR
8	2013 New Flyer D40LFR
<u>11</u>	<u>2022 New Flyer Xcelsior 40'</u>
Total	60
*12	2023 New Flyer Xcelsior 40'

***New Buses anticipated to be delivered by end of December, 2023.** Initial tires for these buses will need to be sent to manufacturer to facilitate transport to Anchorage, Alaska for revenue service. Approximately four (4) existing buses will be retired from our fleet when new buses enter service. Tire size is 305/70R22.5 Tubeless Type; Radial Ply mounted on aluminum rims.

13. ADDITIONAL BUSES

Although lead times are commonly set by the vehicle manufacturer, PTD will attempt to provide Lessor with sixty (60) days written notice of acquisition for any buses (purchased/leased) to be secured during this agreement.

14. TIRE TYPE

Tires furnished shall be special city-suburban, radial transit mileage tires (G652 RTB or approved equal) and capable of being recapped, if possible. The tires must be capable of short runs, not to exceed 20 miles, at the maximum posted speed limit of 65 MPH. All tires must be "siped" on all wheel locations to provide added traction. Tires used on the rear of the buses at a minimum during the winter months (minimum October 1 – May 1) must be a "gripper", deep open-lug tread design (Endurance TSD or approved equal). Tires shall be rated to match or exceed the vehicle manufacturer's recommended load range.

15. TIRE CONTRACT

- A. PTD will award the tire lease contract to one (1) supplier to be used on its buses during the term of the contract. However, PTD reserves the right to test special mileage commercial tires other than the Lessor's on not more than five (5%) percent of its fleet.
- B. The term of the contract to be awarded (subject to the availability of funds) will be for a period of three (3) years commencing on the date of award.
- C. Upon mutual agreement between both parties, the term of this contract may be extended for two additional two (2) year periods at the same unit prices as bid for year three, subject to the availability of funding by PTD.

- D. PTD shall reserve the right to exercise a 36-month "run-out" option upon thirty (30) days written notice prior to the expiration of the contract.
1. Upon the expiration of the term of the Contract, as extended and amended, and only in the event PTD wishes to change supplier, PTD has the right to further extend said Contract and continue to use all tires furnished by Contractor under such Contract in PTD's possession upon the expiration date for a period of 36 months.
 2. All terms, conditions, and provisions of said Contract, as previously amended and extended, shall remain in full force and effect during said 36-month period, except that Contractor shall be relieved of any requirements to furnish PTD with service, tires or repair material during said 36-month period unless requested by PTD and agreed to by Contractor.
 3. The rate or rates per tire mile in effect during such 36-month period shall be the rate or rates in effect for the six-month period immediately preceding the commencement date of such 36-month period. Tires mounted on buses retired or sold will meet minimum DOT specs for tread wear as defined in Section 16. The Lessor will provide a rate for minimum life tires in the bid schedule to be used by PTD for retired buses only.
 4. It is understood PTD shall continuously use such tires insofar as practicable, on its highest mileage runs until such tires are rendered permanently unfit for service during said 36-month period.
 5. Upon the expiration of said 36-month period, PTD shall pay for any then unused mileage remaining in such tires (supplied by Contractor pursuant to the Contract) at the rate set forth in Paragraph D (3) above. PTD will acquire each such serviceable used tire, as is, and Contractor makes no warranties as to the fitness for continued use of such tires. The amount of the unused mileage for each tire shall be difference between the average mileage secured from similar tires permanently removed from service during the six-month period and the mileage run by a particular tire through the expiration date of the 36-month period.

16. REMOVAL OF BUSES FROM SERVICE

When a bus is sold or removed from service for any reason, tires shall be removed from said vehicle by the Contractor and retained for future service. Scrap tires, if available, supplied by Contractor at no charge, shall be used for surplus buses. Contractor shall make every effort to use such scrap tires. In the event that such tires are in unsafe or unusable condition or are not of a size or type that can be utilized, PTD will reimburse the Contractor for tires as proposed by the Contractor in the "Tires used for surplus buses" section of "Bid Proposal". When possible, PTD will provide thirty (30) days advance notice when buses are to be removed from service.

17. LOSS AND ABUSE OF TIRES

- A. If any tires are lost, sold, or stolen from buses or garages, or are damaged or destroyed by fire, collision, or accidents (other than cuts, bruises, etc., encountered in normal operation), PTD will reimburse Lessor for such tires by paying for any mileage remaining on thereon at the rental rate then in effect. The remaining mileage will be computed by ascertaining the net average tire mileage for the last twelve (12) months period less the accumulated mileage on the damaged tire to determine the unused mileage.
- B. If PTD damages tires through negligent or improper use, curbing, running flat, improper wheel alignment, improper adjustment of brakes, PTD will reimburse Lessor by paying for any mileage remaining thereon at the lease rate then in effect. The unused mileage will be computed as set forth in Paragraph A of this Section.
- C. Lessor and their contractor shall provide PTD an opportunity to inspect and verify unusable tires, wheels, or recap cores prior to disposal of asset as well as the reason for disposition.

18. DISPOSITION OF TIRES

Lessor, at their expense, shall be responsible for proper disposal of all tires and appurtenances rendered unfit for service and permanently removed from buses.

19. TAXES

The Municipality is exempt from payment of all taxes and taxes must not be included in proposal rates. Necessary exemption certificates shall be furnished to the successful bidder upon award of this contract and as needed thereafter.

20. TIRE RATES

PTD requests a fixed rate per tire, per mile quoted for each year of the contract. Therefore, prices quoted in this bid shall be firm for the life of the contract.

21. PROJECTED ANNUAL MILEAGE

The projected annual mileage for the entire PTD fleet is 2.2 million miles.

22. TIRE SERVICES

- A. Lessor agrees to furnish at its expense, a qualified tire service technician, to perform contracted services at PTD's facility. The technician will be a regular or contracted employee of the Lessor, who shall under the Lessor's direction and under the general supervision of PTD's supervisory personnel of the Maintenance Division, service all tires furnished by the Lessor.

- 1. Weekly service priorities shall be defined by PTD and communicated to the Lessor via email or during coordination meetings.

2. Contractor shall comply with PTD's operational schedule, including holidays.
 3. Contractor shall provide an alternate service person to cover extended absences by primary tire service technician due to illness or injury within seven (7) business days.
- B. Lessor will mount and dismount all tires from wheels at PTD's facility, make all necessary repairs to tires, and valves, dynamically balance tires (balancing only necessary for those tire/wheel assemblies to be installed on front axle), inspect and dress wheel rim flange per rim manufacturer instructions, and perform any and all other service that might be required for good tire maintenance that are within Lessor's scope of tire servicing. Lessor's tire service technician will also be responsible to thoroughly clean all wheels prior to mounting and balancing. PTD personnel will be responsible for installing/removing tires from the buses, staging tires in a designated area, and minor inflation (<20% of max pressure) of tires mounted on buses. Work performed offsite of the PTD facility shall be recorded with a chain of custody form defining quantity and description of PTD assets that are taken offsite, including but not limited to tires and wheels. Forms must be reviewed and approved in advance by authorized PTD personnel.
- C. Lessor will maintain 20% minimum quantity of additional mounted and balanced bus tires to ensure that PTD has adequate spares for uninterrupted operation of its' fleet.
1. 48 drive and 24 steer for fleet ≥ 60 buses
- D. PTD will furnish a suitable work and tire storage area with the necessary utilities for Lessor to perform the required tire maintenance and tire servicing. Lessor shall be responsible for providing all safe and efficient tire servicing machines and tools at their own expense to meet the terms of this contract. The required tools/machines include, but are not limited to:
1. TTC305, or NextGen Ranger R26FLT HD Truck Tire Changer, or approved equivalent,
 - i. Use of hammer to break tire bead is prohibited.
 2. Tire Inflation Safety Cage,
 3. Tire Siping Tool
 4. HD Truck Tire Dynamic Wheel Balancer.
 - i. Voltage within the maintenance shop is primarily 480 volts
- E. The Lessor shall be responsible for furnishing all supplies and materials required to meet the terms and conditions of these specifications. Includes, but is not limited to:
1. proper wheel balance weights, patching, plugs, and tire repairing supplies.
 2. **new** valves and stems will be installed with **each** tire change.
- F. The Lessor must prepare weekly:
1. A report summarizing tire services provided for the preceding week.
 2. A weekly survey of all bus tires to identify tread depth, air inflation (PSI), and sidewall wear. Buses with tires in critical wear or under-inflation will be flagged in report.
 3. All tires for the front axle shall not have a tire size mismatch greater than plus or minus

- 14%. Report match sets on buses that are greater than 14% tread depth difference.
4. All tires for the rear axle shall not have a tire size mismatch greater than plus or minus 14%. Report match sets on buses that are greater than 14% tread depth difference.
- G. The Lessor's tire service representative must maintain a current contact phone and email with the PTD Contract Administrator.
1. Lessor's tire service representative must participate in regular contract coordination meetings scheduled by the PTD Contract Administrator.
 2. Lessor's tire service representative shall visit the MOA maintenance facility at least bi-annually to review contracted tire operations unless otherwise approved in writing by the PTD Contract Administrator.
- H. The Lessor must provide PTD with a substitute qualified tire service technician when the regular tire service technician is not available (i.e., vacation, illness, etc.). A replacement is not required for an absence due to casual illness not to exceed two (2) workdays in duration.
- I. Lessor must have a substance abuse testing program in compliance with 49CFR Parts 40 and 655. The program must include pre-employment, reasonable suspicion, post-accident, return to work and follow up testing, and random testing provisions. Lessor's tire service representative must be subject to all provisions of the program. A copy of the Lessor's substance abuse policies and procedures must be provided to PTD's Contract Administrator.

23. UNUSED TREAD

- A. PTD will not be responsible to pay for unused tread on a damaged recap tire except as outlined in 17A and 17B.
- B. The Lessor shall not put back into service any tire in the drive position that is below 4/32 of an inch tread depth. Drive tires will not be retired from use until they reach the minimum US DOT requirements of 3/32 of an inch unless flat or otherwise unserviceable. PTD will not be responsible to pay for the unused 3/32 of an inch.
- C. The Lessor shall not put back into service any tire in the steer position that is below 6/32 of an inch tread depth. Tires will not be removed from the steer axle until they reach the minimum US DOT requirements of 4/32 of an inch unless flat or otherwise unserviceable.
- a. Tires removed from the front axle before tread depth has diminished to 4/32 of an inch may be used in a drive position to utilize the remaining tread if the tire is otherwise suitable for service.

24. FTA PROVISIONS

Bidders must comply with all applicable FTA Regulations and Certifications as contained within this bid package. Buy America Certification must be completed and returned with the bid proposal.

**Municipality of Anchorage
Federal Transit Administration
Contract Provisions and Certifications**

Contract Title: 40 ft Bus Tire Leasing

MOA File Number: _____

Contractor/Vendor: _____

<i>Type of Contract or Contract Threshold</i>							Yes	No
1. All FTA-Assisted Third Party Contracts and Sub Agreements							X	
Clauses that Apply		Professional Services and A&E	Operations/ Management	Rolling Stock	Construction	Materials & Supplies		
1	Incorporation of FTA Terms	X	X	X	X	X		
2	No Federal Government Obligations to 3 rd -parties by Use of a Disclaimer	X	X	X	X	X		
3	Program Fraud	X	X	X	X	X		
4	Access to Records	X	X	X	X	X		
5	Federal Changes	X	X	X	X	X		
6	Exclusionary or Discriminatory Specifications	X	X	X	X	X		
7	Interest of Members of or Delegates to the United State Congress	X	X	X	X	X		
8	Geographic Restrictions	X	X	X	X	X		
9	Civil Rights Requirements	X	X	X (>\$10,000)	X	X		
10	Termination Provisions	X (>\$10,000 if 49 CFR part 18 applies)	X (>\$10,000 if 49 CFR part 18 applies)	X (>\$10,000 if 49 CFR part 18 applies)	X (>\$10,000 if 49 CFR part 18 applies)	X (>\$10,000 if 49 CFR part 18 applies)		
11	Requirements of Disadvantaged Business Enterprise	X	X	X	X	X		
12	Energy Conservation Requirements	X	X	X	X	X		

<i>Type of Contract or Contract Threshold</i>							Yes	No
2 FTA-Assisted Third Party Contract and Sub Agreement of Awards Exceeding \$25,000							X	
Clauses that Apply		Professional Services and A&E	Operations/ Management	Rolling Stock	Construction	Materials & Supplies		
13	Debarment and Suspension Requirement	X	X	X	X	X		
<i>Certification Of Lower-Tier Participants Regarding Debarment, Suspension, And Other Ineligibility And Voluntary Exclusion applies to this contract type. (Bidder Certifications – Number 1 of 9)</i>								

<i>Type of Contract or Contract Threshold</i>							Yes	No
3. FTA-Assisted Third Party Contract and Sub Agreement of Simplified Acquisition Threshold (Currently \$100,00)							X	
Clauses that Apply		Professional Services and A&E	Operations/ Management	Rolling Stock	Construction	Materials & Supplies		
14	Buy America			X	X	X		
15	Provisions for Resolution of Disputes, Breaches, or other Litigation	X	X	X	X	X		
The following Certifications applies to this contract type:								
<ul style="list-style-type: none"> • <u>Certification Of Compliance With Federal Buy America Requirements For Procurement Of Steel, Iron, Or Manufactured Products Excluding Revenue Vehicles (Bidder Certifications – Number 2 of 9)</u> • <u>Certification Of Eligibility (Bidder Certifications – Number 3 of 9)</u> 								

<i>Type of Contract or Contract Threshold</i>							Yes	No
4. FTA-Assisted Third Party Contract and Sub Agreement Exceeding \$100,000							X	
Clauses that Apply		Professional Services and A&E	Operations/ Management	Rolling Stock	Construction	Materials & Supplies		
16	Lobbying Requirements	X	X	X	X	X		
17	Bonding Requirements for Non-Construction	X	X	X	x	X		
18	Warranty of Work			X	X	X		
19	Clean Air Requirement	X	X	X	X	X		
20	Clean Water Requirement	X	X	X	X	X		
<i>Certification of Restrictions on Lobbying applies to this contract type. (Bidder Certifications – Number 4 of 9)</i>								

<i>Type of Contract or Contract Threshold</i>							Yes	No
5. FTA-Assisted Third Party Contract and Sub Agreement of Acquisition of Property Shipped by Ocean Vessel or Travel by Air							X	
Clauses that Apply		Professional Services and A&E	Operations/ Management	Rolling Stock	Construction	Materials & Supplies		
21	Cargo Preference			X	X	X		
22	Fly America	X	X	X	X	X		

<i>Type of Contract or Contract Threshold</i>							Yes	No
6. FTA-Assisted Third Party Contract and Sub Agreement of Construction Projects								X
Clauses that Apply		Professional Services and A&E	Operations/ Management	Rolling Stock	Construction	Materials & Supplies		
23	Davis Bacon and Copeland Anti-Kickback Acts >\$2,000				X (>\$2,000)			
24	Contract Work Hours & Safety Standards Act >\$100,000				X			
25	Bond Requirements for Construction >\$100,000				X			
26	Seismic Safety	X (A&E)			X			
27	Special DOL EEO Clause for construction clause				X (>\$10,000)			

Equal Employment Opportunity Certification applies to this contract type. (Bidder Certifications – Number 5 of 9)

<i>Type of Contract or Contract Threshold</i>							Yes	No
7. FTA-Assisted Third Party Contract and Sub Agreement of Non-Construction Projects							X	
Clauses that Apply		Professional Services and A&E	Operations/ Management	Rolling Stock	Construction	Materials & Supplies		
27	Contract Work Hours & Safety Standards Act >\$100,000		X(>\$100K)	X (>100K)	X (\$100K)			

Equal Employment Opportunity Certification applies to this contract type. (Bidder Certifications – Number 5 of 9)

<i>Type of Contract or Contract Threshold</i>						Yes	No
8. FTA-Assisted Third Party Contract and Sub Agreement of Transit Operational Contracts and Safety Sensitive Supplies						X	
Clauses that Apply		Professional Services and A&E	Operations/ Management	Rolling Stock	Construction	Materials & Supplies	
28	Transit Employee Protection Arrangements		X				
29	Charter Service Operations		X				
30	School Bus Operations		X				
31	Drug Abuse and Testing Requirements and Alcohol Testing Requirements		X				
<i>Equal Employment Opportunity Certification applies to this contract type. (Bidder Certifications – Number 5 of 9)</i>							

<i>Type of Contract or Contract Threshold</i>						Yes	No
9. FTA-Assisted Third Party Contract and Sub Agreement of Revenue Vehicle Purchase							X
Clauses that Apply		Professional Services and A&E	Operations/ Management	Rolling Stock	Construction	Materials & Supplies	
32	Bus Testing Requirements			X			
33	Pre-Award and Post-Delivery Audit Requirements			X			
34	TVM Certifications			X			
<p>The following Certifications applies to this contract type:</p> <ul style="list-style-type: none"> • Bus Testing Certification (<i>Bidder Certifications – Number 6 of 9</i>) • Certification of Compliance with Federal Motor Vehicle Safety Standards (<i>Bidder Certifications – Number 7 of 9</i>) • <i>Certification of Compliance with Federal Buy America Requirements for Revenue Vehicles (Bidder Certifications – Number 8 of 9)</i> • <i>Disadvantaged Business Enterprise Certification for Revenue Vehicles (Bidder Certifications – Number 9 of 9)</i> 							

Type of Contract or Contract Threshold		Yes	No
10. Miscellaneous Contract Clause that May Apply for FTA-Assisted Third Party Contract and Sub Agreement		X	
		Professional Services and A&E	Operations/ Management
		Rolling Stock	Construction
		Materials & Supplies	
35	Patent Rights, Rights in Data and Copy	X	
36	Recycled Products >\$10,000		X
37	Conformance with ITS Architecture and Standards	X (ITS Projects)	X (ITS Projects)
38	Americans with Disabilities Act	A&E	X
39	Notification of Federal Participation >\$500,000	X	X

I certify, for the bidder named below, that it will comply with all Federal Transit Administration Procurement Provisions and Certifications that apply to this contract.

BIDDER/COMPANY NAME:	
SIGNATURE OF AUTHORIZED OFFICIAL:	
TITLE OF AUTHORIZED OFFICIAL:	
DATE:	

MUNICIPALITY OF ANCHORAGE
PUBLIC TRANSPORTATION DEPARTMENT

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

Bidder

PLEASE INSERT YOUR COMPANY'S NAME AND ADDRESS IN THIS BOX

I, _____ hereby certify on behalf
(Name and title of official)

of _____ that:
(Name of bidder)

- (1) The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Executed this _____ day of _____, 20_____

By:

(Signature of authorized official)

(Title of authorized official)

**MUNICIPALITY OF ANCHORAGE
PUBLIC TRANSPORTATION DEPARTMENT**

**CERTIFICATION OF COMPLIANCE WITH
FEDERAL BUY AMERICA REQUIREMENTS FOR PROCUREMENT OF STEEL, IRON, OR
MANUFACTURED PRODUCTS EXCLUDING REVENUE VEHICLES**

Bidder

PLEASE INSERT YOUR COMPANY'S NAME AND ADDRESS IN THIS BOX

The bidder 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.

Signature of Authorized Representative

Date

Type or Print Name & Title of That Representative

OR

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

Signature of Authorized Representative

Date

Type or Print Name & Title of That Representative

COMPLIANCE WITH FEDERAL BUY AMERICA REQUIREMENTS

Contractor shall comply with 49 USC 5323(j) and 49 CFR 661, stating 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 CFR 661.7, and include software, microcomputer equipment and small purchases (currently less than \$150,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are stated at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock must be manufactured in the US and have a minimum 70% domestic content for FY2020 and beyond. A bidder or offeror shall submit appropriate Buy America certification to the recipient with all bids on FTA-funded contracts, except those subject to a general waiver. Proposals not accompanied by a completed Buy America certification shall be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

A bidder must submit to the Municipality of Anchorage the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as non-responsive. This requirement does not apply to lower tier subcontractors.

**MUNICIPALITY OF ANCHORAGE
PUBLIC TRANSPORTATION DEPARTMENT**

CERTIFICATION OF ELIGIBILITY

Bidder

PLEASE INSERT YOUR COMPANY'S NAME AND ADDRESS IN THIS BOX

I, _____ hereby certify on behalf
(Name and title of official)

Of _____ that:
(Name of bidder)

It is not included on the United States Comptroller General's "List of persons or firms currently debarred for violations of various public contracts incorporating labor standard provisions."

Executed this _____ day of _____, 20 _____

By:

(Signature of authorized official)

(Title of authorized official)

**MUNICIPALITY OF ANCHORAGE
PUBLIC TRANSPORTATION DEPARTMENT**

CERTIFICATION OF RESTRICTIONS ON LOBBYING

Bidder

PLEASE INSERT YOUR COMPANY'S NAME AND ADDRESS IN THIS BOX

I, _____ hereby certify on behalf
(Name and title of official)

of _____ that:
(Name of bidder)

- (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, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or 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 sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1332, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this _____ day of _____, 20_____

By:

(Signature of authorized official)

(Title of authorized official)

**MUNICIPALITY OF ANCHORAGE
PUBLIC TRANSPORTATION DEPARTMENT**

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Bidder

PLEASE INSERT YOUR COMPANY'S NAME AND ADDRESS IN THIS BOX

The Contractor and any and all subcontractors of the Contractor are required to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and supplemented in U.S. Department of Labor Regulation 41 C.F.R. Part 60.

CERTIFICATION. I certify, for the bidder named below, that it has complied with the provisions of Executive Order 11246, as amended by Executive Order 11375, and supplemented in U.S. Department of Labor Regulation 41 C.F.R. Part 60 and that I am duly authorized by said bidder to make this certification.

Executed this _____ day of _____, 20_____

By:

(Signature of authorized official)

(Title of authorized official)

**MUNICIPALITY OF ANCHORAGE
PUBLIC TRANSPORTATION DEPARTMENT**

BUS TESTING CERTIFICATION

Bidder

PLEASE INSERT YOUR COMPANY'S NAME AND ADDRESS IN THIS BOX

I certify that the bus model quoted in this bid is not a new bus model as defined by 49 C.F.R. 665

Signature of Authorized Representative
Representative

Type or Print Name & Title of That
Representative

Date of Signature: _____

OR

I certify that the bus model quoted in this bid is a new bus model as defined by 49 C.F.R. 665 and that the test report prepared by the UMTA (FTA) bus testing facility is attached to this certification and is a true and correct copy of the test report as prepared by the facility

Signature of Authorized Representative

Date

Type or Print Name & Title of That Representative

PLEASE NOTE THIS CERTIFICATION SHALL ALSO BE PROVIDED FOR ALL APPROPRIATE
POST-DELIVERY AUDITS.

**MUNICIPALITY OF ANCHORAGE
PUBLIC TRANSPORTATION DEPARTMENT**

**CERTIFICATION OF COMPLIANCE WITH
FEDERAL MOTOR VEHICLE SAFETY STANDARDS**

Bidder

PLEASE INSERT YOUR COMPANY'S NAME AND ADDRESS IN THIS BOX

The bidder certifies that all vehicles provided through this grant comply with all relevant Federal Motor Vehicles Safety Standards.

Signature of Authorized Representative

Date

Type or Print Name & Title of That Representative

REGULATIONS.

These vehicles shall conform to all Federal and State of Alaska regulations in effect at the time of delivery.

**PLEASE NOTE THIS CERTIFICATION SHALL ALSO BE PROVIDED FOR ALL APPROPRIATE
POST-DELIVERY AUDITS.**

**MUNICIPALITY OF ANCHORAG
PUBLIC TRANSPORTATION DEPARTMENT**

**CERTIFICATION OF COMPLIANCE WITH
FEDERAL BUY AMERICA REQUIREMENTS FOR REVENUE VEHICLES**

Bidder

PLEASE INSERT YOUR COMPANY'S NAME AND ADDRESS IN THIS BOX

The bidder certifies that all vehicles provided through this grant are produced totally with steel and manufactured products produced in the United States.

Signature of Authorized Representative

Date

Type or Print Name & Title of That Representative

OR

The bidder certifies that components and sub-components produced in the United States make up more than 70 percent of the total cost of all vehicles provided through this grant program, and that final assembly will take place in the United States. (See Cost Documentation Sheet on the following page.)

Signature of Authorized Representative

Date

Type or Print Name & Title of That Representative

COMPLIANCE WITH FEDERAL BUY AMERICA REQUIREMENTS

All vehicles included in this bid must meet the requirements of 49 C.F.R. Part 661- Buy America and Part 663 – Federal Motor Vehicle Safety Standards. Bidders are required to submit certifications of compliance, incorporated below, with Federal Buy America Requirements and with Federal Vehicle Safety Standards with their bids in order for their bids to be considered responsive.

Section 165 of the 1991 Surface Transportation Act amends the Buy America provisions of Part 661 49 C.F.R. by requiring that vehicles purchased with Federal Transit Administration funds meet the following criteria.

- 1) All steel and manufactured products used in the manufacture of the vehicle must be produced in the United States.
- 2) The cost of components and sub-components which are produced in the United States is more than 70 percent of the cost of all components and sub-components of the vehicle and final assembly must take place in the United States.

(In determining the origin of components, each component must be treated as either entirely domestic or entirely foreign, based upon the place where the component is manufactured. Components of an unknown origin must be treated as foreign.)

COST DOCUMENTATION
 Total Cost per Vehicle = 100%

	Component ⁽¹⁾	Manufacturer	Country of Origin	% of Total Vehicle Cost
1				
2				
3				
4				
5				
6				
7				
8				
9				

(1) A minimum of seven components must be listed. Component costs should not include final assembly costs.

Total Percentage of Vehicle Manufactured in U.S. _____%

Point of final Assembly: _____ and

Major activities to be undertaken at final assembly location:

 Signature of Authorized Representative Date

 Type or Print Name & Title of That Representative

**MUNICIPALITY OF ANCHORAGE
PUBLIC TRANSPORTATION DEPARTMENT**

DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION FOR REVENUE VEHICLES

Bidder

PLEASE INSERT YOUR COMPANY'S NAME AND ADDRESS IN THIS BOX

Pursuant to the provisions of Section 105(f) of the Surface Transportation Assistance act of 1982, each bidder for this contract must certify that it has complied with the requirements of 49 C.F.R. Part 23.67, regarding the participation of disadvantaged business enterprises in the procurement of transit vehicles. Absent this certification, properly completed and signed, a bid shall be deemed non-responsive.

CERTIFICATION. I certify, for the bidder named below, that it has complied with the provisions of 49 C.F.R. Part 23.67 and that I am duly authorized by said bidder to make this certification.

Signature of Authorized Representative

Date

Type or Print Name & Title of That Representative

FEDERAL TRANSIT ADMINISTRATION – CONTRACT PROVISIONS

The following contract provisions shall apply, where applicable, to all work performed on the contract by the CONTRACTOR'S own organization and by SUBCONTRACTORS. As provided in this Section, the CONTRACTOR shall insert in each subcontract all of the stipulations contained in these Federal Transit Administration (FTA) – Contract Provisions and further require their inclusion in any lower tier subcontracts or purchase orders that may in turn be made. Incorporation by reference shall not be allowed.

CONTRACT PROVISIONS THAT APPLY TO ALL FTA-ASSISTED THIRD PARTY CONTRACTS AND SUB-AGREEMENTS

Clauses	Professional Services and A&E	Operations/ Management	Rolling Stock	Construction	Materials & Supplies
Incorporation of FTA Terms	X	X	X	X	X
No Federal Government Obligations to 3 rd parties by Use of a Disclaimer	X	X	X	X	X
Program Fraud	X	X	X	X	X
Access to Records	X	X	X	X	X
Federal Changes	X	X	X	X	X
Exclusionary or Discriminatory Specifications	X	X	X	X	X
Interest of Members of or Delegates to the United States Congress	X	X	X	X	X
Geographic Restrictions	X	X	X	X	X
Civil Rights Requirements	X	X	X	X	X
Termination Provisions	X	X	X	X	X
Requirements of Disadvantaged Business	X	X	X	X	X
Energy Conservation Requirements	X	X	X	X	X

1. Incorporation of Federal Transit Administration (FTA) Terms

The provisions include, in part, certain Standard Terms and Conditions required by the United State Department of Transportation (USDOT), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by USDOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008 and revised on April 14, 2009, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any Municipality of Anchorage request, which would cause the Municipality of Anchorage to be in violation of the FTA terms and conditions

2. No Government Obligation to Third Parties by Use of a Disclaimer

- (a) The CONTRACTOR agrees that, absent the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to any CONTRACTOR, SUBCONTRACTOR, and third party CONTRACTOR, or any other person not a party to the Grant Agreement or Cooperative Agreement in connection with the performance of the Project. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, sub-agreement, or third party contract, the Federal Government continues to have obligations or liabilities to any party, including SUBCONTRACTORS and third party CONTRACTOR.
- (b) The CONTRACTOR agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the SUBCONTRACTOR who will be subject to its provisions.

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

- (a) The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 1,

ply to its actions pertaining to this Project. Upon execution of the underlying contract, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the CONTRACTOR to the extent the Federal Government deems appropriate.

- (b) The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the CONTRACTOR, to the extent the Federal Government deems appropriate.
- (c) The CONTRACTOR agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the SUBCONTRACTOR who will be subject to the provisions.

4. Access to Records

Applicability – As shown below. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000) The following access to records requirements apply to this Contract:

e. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.

f. Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$250,000.

g. Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

h. Where a purchaser which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11).

FTA does not require the inclusion of these requirements in subcontracts.

5. Federal Changes

CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Department of Transportation, Federal Transit Administration, Master Agreement (FTA MA (12) dated October, 2005), between the Municipality of Anchorage and FTA, as they may be amended or promulgated from time to time during the term of this contract. CONTRACTOR'S failure to so comply shall constitute a material breach of this contract.

6. Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the CONTRACTOR agrees that it will comply with the requirements of 49 U.S.C. Section 5323 (h)(2) by refraining from using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

7. Interest of Members of or Delegates to the United States Congress

In accordance with 41 U.S.C. Section 22, the CONTRACTOR agrees that it will not admit any member of or delegate to the United States Congress to any share or part of the Project or any benefit derived there from.

8. Geographic Restrictions

The CONTRACTOR agrees to refrain from using state or local geographic preferences, except those expressly mandated or encouraged by Federal statute, and as permitted by FTA, such as in the acquisition of management, architectural and engineering services provided a sufficient number of qualified firms are eligible to compete for the third party contract.

9. Civil Rights Requirements

Applicability – All contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

The following requirements apply to the underlying contract:

The Recipient understands and agrees that it must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Recipient or Program, including an Indian Tribe or the Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with that civil rights statute, including compliance with equity in service:

a. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that each Third Party Participant will, comply with Federal transit law, 49 U.S.C. § 5332 (FTA's "Nondiscrimination" statute): (1) FTA's "Nondiscrimination" statute prohibits discrimination on the basis of: (a) Race, (b) Color, (c) Religion, (d) National origin, (e) Sex, (f) Disability, (g) Age, or (h) Gender identity and (2) The FTA "Nondiscrimination" statute's prohibition against discrimination includes: (a) Exclusion from participation, (b) Denial of program benefits, or (c) Discrimination, including discrimination in employment or business opportunity, (3) Except as FTA determines otherwise in writing: (a) General. Follow: 1 The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance, and 2 Other applicable Federal guidance that may be issued, but (b) Exception for the Tribal Transit Program. FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its projects funded under the Tribal Transit Program,

b. Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant will: (1) Prohibit discrimination based on: (a) Race, (b) Color, or (c) National origin, (2) Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., (b) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in the preceding section a, and (3) Except as FTA determines otherwise in writing, follow: (a) The most recent edition of FTA Circular 4702.1, "Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance. (b) U.S. DOJ, "Guidelines for the

enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3, and (c) Other applicable Federal guidance that may be issued,

c. Equal Employment Opportunity. (1) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and: (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., (b) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note, (c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, and (d) Comply with FTA Circular 4704.1 other applicable EEO laws and regulations, as provided in Federal guidance, including laws and regulations prohibiting discrimination on the basis of disability, except as the Federal Government determines otherwise in writing, (2) General. The Recipient agrees to: (a) Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their: 1 Race, 2 Color, 3 Religion, 4 Sex, 5 Disability, 6 Age, or 7 National origin, (b) Take affirmative action that includes, but is not limited to: 1 Recruitment advertising, 2 Recruitment, 3 Employment, 4 Rates of pay, 5 Other forms of compensation, 6 Selection for training, including apprenticeship, 7 Upgrading, 8 Transfers, 9 Demotions, 10 Layoffs, and 11 Terminations, but (b) Indian Tribe. Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer". (3) Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures the compliance of each Third Party Participant, with: (a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and (b) Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note,

d. Disadvantaged Business Enterprise. To the extent authorized by applicable Federal law, the Recipient agrees to facilitate, and assures that each Third-Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Project as follows: 1) Requirements. The Recipient agrees to comply with: (a) Section 1101(b) of Map-21, 23 U.S.C. § 101 note, (b) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. part 26, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, (2) Assurance. As required by 49 C.F.R. § 26.13(a), (b) DBE Program Requirements. Recipients receiving planning, capital and/or operating assistance that will award prime third-party contracts exceeding \$250,000 in a Federal fiscal year must: 1 Have a DBE program meeting the requirements of 49 C.F.R. part 26, 2 Implement a DBE program approved by FTA, and 3 Establish an annual DBE participation goal, (c) Special Requirements for a Transit Vehicle Manufacturer. The Recipient understands and agrees that each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26, (d) the Recipient provides assurance that: The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. part 26. The Recipient shall take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The Recipient's DBE program, as required by 49 C.F.R. part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. part 26 and may, in appropriate cases, refer the matter for enforcement under 18U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq., (2) Exception for the Tribal Transit Program. FTA exempts Indian tribes from the Disadvantaged Business Enterprise regulations at 49 C.F.R. part 26 under Map-21 and previous legislation,

e. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of sex, including: (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25, and (3) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

f. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of age, including: (1) The Age Discrimination in Employment Act (ADEA), 29 U.S.C.

§§ 621 – 634, which prohibits discrimination on the basis of age, (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, which implements the ADEA, (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., which prohibits discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal funds, (4) U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, which implements the Age Discrimination Act of 1975, and (5) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

g. Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities: (1) Federal laws, including: (a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities, (b) 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, 1 General. Titles I, II, and III of the ADA apply to FTA Recipients, but 2 Indian Tribes. While Titles II and III of the ADA apply to Indian Tribes, Title I of the ADA exempts Indian Tribes from the definition of “employer,” (c) 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, (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and (e) Other applicable laws and amendments pertaining to access for elderly individuals or individuals with disabilities, (2) Federal regulations, including: (a) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. part 37, (b) U.S. DOT regulations, “Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. part 27, (c) U.S. DOT regulations, “Transportation for Individuals with Disabilities: Passenger Vessels,” 49 C.F.R. part 39, (d) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. part 1192 and 49 C.F.R. part 38, (e) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. part 35, (f) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. part 36, (g) U.S. EEOC, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. part 1630, (h) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities,” 47 C.F.R. part 64, Subpart F, (i) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. part 1194, and (j) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. part 609, and (3) Other applicable Federal civil rights and nondiscrimination guidance,

h. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of: (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq., (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 et seq., and (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2,

i. Access to Services for People with Limited English Proficiency. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote accessibility of public transportation services to people whose understanding of English is limited by following:

1) Executive Order No. 13166, “Improving Access to Services for Persons with Limited English Proficiency,” August 11, 2000, 42 U.S.C. § 2000d-1 note, and (2) U.S. DOT Notice, “DOT Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficiency (LEP) Persons,” 70 Fed. Reg. 74087, December 14, 2005,

j. Other Nondiscrimination Laws. Except as the Federal Government determines otherwise in writing, the Recipient agrees to: (1) Comply with other applicable Federal nondiscrimination laws and regulations, and (2) Follow Federal guidance prohibiting discrimination.

k. Remedies. Remedies for failure to comply with applicable Federal Civil Rights laws and Federal regulations may be enforced as provided in those Federal laws or Federal regulations.

10. Termination Provisions

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

- *Termination for Convenience.* The Municipality of Anchorage may terminate this contract, in whole or in part, at any time by written notice to the CONTRACTOR when it is in the Municipality's best interest. The CONTRACTOR shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The CONTRACTOR shall promptly submit its termination claim to Municipality of Anchorage to be paid the CONTRACTOR. If the CONTRACTOR has any property in its possession belonging to the Municipality of Anchorage, the CONTRACTOR will account for the same, and dispose of it in the manner the Municipality of Anchorage directs.
- *Termination for Default [Breach or Cause].* If the CONTRACTOR does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the CONTRACTOR fails to perform in the manner called for in the contract, or if the CONTRACTOR fails to comply with any other provisions of the contract, the Municipality of Anchorage may terminate this contract for default. Termination shall be effected by serving a notice of termination on the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default. The CONTRACTOR will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Municipality of Anchorage that the CONTRACTOR had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the CONTRACTOR, the Municipality of Anchorage, after setting up a new delivery of performance schedule, may allow the CONTRACTOR to continue work, or treat the termination as a termination for convenience.
- *Opportunity to Cure.* The Municipality of Anchorage in its sole discretion may, in the case of a termination for breach or default, allow the CONTRACTOR [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If CONTRACTOR fails to remedy to Municipality of Anchorage's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by CONTRACTOR or written notice from Municipality of Anchorage setting forth the nature of said breach or default, Municipality of Anchorage shall have the right to terminate the Contract without any further obligation to CONTRACTOR. Any such termination for default shall not in any way operate to preclude Municipality of Anchorage from also pursuing all available remedies against CONTRACTOR and its sureties for said breach or default.
- *Waiver of Remedies for any Breach.* In the event that Municipality of Anchorage elects to waive its remedies for any breach by CONTRACTOR of any covenant, term or condition of this Contract, such waiver by Municipality of Anchorage shall not limit Municipality of Anchorage's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
- *Termination for Convenience (Professional or Transit Service Contracts).* The Municipality of Anchorage, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Municipality of Anchorage shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.
- *Termination for Default (Supplies and Service).* If the CONTRACTOR fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the CONTRACTOR fails to comply with any other provisions of this contract, the Municipality of Anchorage may terminate this contract for default. The Municipality of Anchorage shall terminate by delivering to the CONTRACTOR a Notice of Termination specifying the nature of the default. The CONTRACTOR will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the CONTRACTOR was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Municipality of Anchorage.

- *Termination for Default (Transportation Services).* If the CONTRACTOR fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the CONTRACTOR fails to comply with any other provisions of this contract, the Municipality of Anchorage may terminate this contract for default. The Municipality of Anchorage shall terminate by delivering to the CONTRACTOR a Notice of Termination specifying the nature of default. The CONTRACTOR will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract. If this contract is terminated while the CONTRACTOR has possession of Municipality of Anchorage goods, the CONTRACTOR shall, upon direction of the Municipality of Anchorage, protect and preserve the goods until surrendered to the Municipality of Anchorage or its agent. The CONTRACTOR and Municipality of Anchorage shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that the CONTRACTOR was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Municipality of Anchorage.
- *Termination for Default (Construction).* If the CONTRACTOR refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the CONTRACTOR fails to comply with any other provisions of this contract, the Municipality of Anchorage may terminate this contract for default. The Municipality of Anchorage shall terminate by delivering to the CONTRACTOR a Notice of Termination specifying the nature of the default. In this event, the Municipality of Anchorage may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The CONTRACTOR and its sureties shall be liable for any damage to the Municipality of Anchorage resulting from the CONTRACTOR'S refusal or failure to complete the work within specified time, whether or not the CONTRACTOR'S right to proceed with the work is terminated. This liability includes any increased costs incurred by the Municipality of Anchorage in completing the work.

The CONTRACTOR'S right to proceed shall not be terminated nor the CONTRACTOR charged with damages under this clause if - 1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR. Examples of such causes include: acts of God, acts of the Municipality of Anchorage, acts of another CONTRACTOR in the performance of a contract with the Municipality of Anchorage, epidemics, quarantine restrictions, strikes, freight embargoes; and 2. the CONTRACTOR, within [10] days from the beginning of any delay, notifies the Municipality of Anchorage in writing of the causes of delay. If in the judgment of the Municipality of Anchorage, the delay is excusable, the time for completing the work shall be extended. The judgment of the Municipality of Anchorage shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

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

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

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

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

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

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

If the termination is for the convenience of the Municipality of Anchorage, the CONTRACTOR shall be paid its contract closeout costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

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

11. Disadvantaged Business Enterprise

Applicability – Contracts over \$10,000 awarded on the basis of a bid or proposal offering to use DBEs.

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.
- b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- c. If a separate contract goal has been established, Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.
 - d. If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
 - e. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.
- f. The contractor must promptly notify the recipient whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the recipient.

12. Energy Conservation

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, 42 U.S.C. §§ 6321 *et seq.*

CONTRACT PROVISIONS THAT APPLY FOR AWARDS EXCEEDING \$25,000

Cluses	Professional Services and A&E	Operations/ Management	Rolling Stock	Construction	Materials & Supplies
Debarment and Suspension Requirement	X	X	X	X	X

13. Government-wide Debarment and Suspension (Nonprocurement)

The Recipient agrees to the following: (1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following: (a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, 2 U.S. OMB, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, (b) It will review the U.S. GSA "System for Award Management," *September 2019*

<https://www.sam.gov>, if required by U.S. DOT regulations, 2 C.F.R. part 1200, and (c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant: 1 Will comply with Federal debarment and suspension requirements, and 2 Reviews the "System for Award Management" at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and (2) If the Recipient suspends, debars, or takes any similar action against a Third Party Participant or individual, the Recipient will provide immediate written notice to the: (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project, (b) FTA Project Manager if the Project is administered by an FTA Headquarters Office, or (c) FTA Chief Counsel,

CONTRACT PROVISIONS THAT APPLY FOR AWARDS EXCEEDING THE SIMPLIFIED ACQUISITION THRESHOLD (CURRENTLY \$250,000)

Cluses	Professional Services and A&E	Operations/ Management	Rolling Stock	Construction	Materials & Supplies
Buy America			X	X	X
Provisions for Resolution of Disputes, Breaches, or other Litigation	X	X	X	X	X

14. Buy America

Contractor shall comply with 49 USC 5323(j) and 49 CFR 661, stating 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 CFR 661.7, and include software, microcomputer equipment and small purchases (currently less than \$150,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are stated at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock must be manufactured in the US and have a minimum 70% domestic content for FY2020 and beyond. A bidder or offeror shall submit appropriate Buy America certification to the recipient with all bids on FTA-funded contracts, except those subject to a general waiver. Proposals not accompanied by a completed Buy America certification shall be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

15. Breaches and Disputes

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

- (a) Disputes - Disputes arising in the performance of this Contract, which are not resolved by agreement of the parties, shall be decided in writing by the Municipality of Anchorage's Purchasing Officer. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy.
- (b) Performance During Dispute - Unless otherwise directed by Municipality of Anchorage, Contractor shall continue performance under this Contract while matters in dispute are being resolved.
- (c) Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.
- (d) Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Municipality of Anchorage and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Alaska.
- (e) Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Municipality of Anchorage, (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing.

**CONTRACT PROVISIONS THAT APPLY FOR AWARDS
EXCEEDING \$100,000**

Cluses	Professional Services and A&E	Operations/ Management	Rolling Stock	Construction	Materials & Supplies
Lobbying Requirements	X	X	X	X	X
Bonding Requirements for Non-Construction	X	X	X		X
Warranty of Work			X	X	X
Clean Air Requirement	X	X	X	X	X
Clean Water Requirement	X	X	X	X	X

16. Lobbying Restrictions

Contractors who bid for an award of \$100,000 or more agrees to:

- (a) Refrain from using Federal assistance funds to support lobbying.
- (b) Comply, and assure the compliance of each third party CONTRACTOR at any tier and each SUBCONTRACTOR y tier, with U.S. DOT regulations, "New Restrictions on Lobbying," 49 CFR Part 20, modified as necessary by 31 U.S.C. § 1352.
- (c) Comply with Federal statutory provisions to the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence Congress or a State legislature on legislation or appropriations, except through proper, official channels.

17. Bonding Requirements

The Contractor may be required to obtain performance and payment bonds when necessary to protect the Municipality of Anchorage's interest.

18. Warranty of Work

The CONTRACTOR warrants to the Municipality of Anchorage, the Architect and/or Engineer that all materials and equipment furnished under this Contract will be of highest quality and new unless otherwise specified by the Municipality of Anchorage, free from faults and defects and in conformance with the Contract Documents. All work

not so conforming to these standards shall be considered defective. If required by the Municipality of Anchorage, the CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

The Work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Work must be of safe, substantial and durable construction in all respects. The CONTRACTOR hereby guarantees the Work against defective materials or faulty workmanship for a minimum period of one (1) year after Final Payment by the Municipality of Anchorage and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to the Municipality of Anchorage.

19. Clean Air Requirement

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section §7401 et seq.

- (a) The Contractor agrees to comply with applicable requirements of 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" and "Determining Conformity of Federal Actions to State or Federal Implementation Plans. To support the requisite air quality conformity funding for the Project, the Contractor agrees to implement each air quality mitigation and control measure incorporated in the Project. The Contractor agrees that any project Identified in an applicable State Implementation Plan (SIP) as a Transportation Control Measure, will be wholly consistent with the description of the design concept and scope of the Project described in the SIP.
- (b) U.S. EPA also imposes requirements implementing the Clean Air Act, as amended that may apply to the Municipality of Anchorage. Thus, the Contractor should be aware that the following U.S. EPA regulations, among others, may apply to its Project: "Control of Air Pollution from Motor Vehicles and Motor Vehicle Engines," 40 CFR Part 85; "Control of Air Pollution from New and In-Use Motor Vehicle Engines: Certification and Test Procedures," 40 CFR Part 86; and "Fuel Economy of Motor Vehicles," 40 CFR Part 600.
- (c) The Contractor agrees to report and require each third party subcontractor at any tier to report each violation to the Municipality of Anchorage and understands and agrees that the Municipality of Anchorage will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

20. Clean Water Requirement

- (a) The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The CONTRACTOR agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (b) The CONTRACTOR also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

CONTRACT PROVISION THAT APPLY FOR AN ACQUISITION OF PROPERTY SHIPPED BY OCEAN VESSEL

Clauses	Professional Services and A&E	Operations/ Management	Rolling Stock	Construction	Materials & Supplies
Cargo Preference			X	X	X
Fly America	X	X	X	X	X

21. Cargo Preference - Use of United States- Flag Vessels

The CONTRACTOR agrees:

- (a) to use 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, material, 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 leading 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 the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the Municipality of Anchorage (through the CONTRACTOR in the case of a SUBCONTRACTOR'S bill-of-lading); and

- (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.

22. Fly America Requirements

The 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 subrecipients 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.

The 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 requirements. The CONTRACTOR agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

CONTRACT PROVISION THAT APPLY FOR CONSTRUCTION PROJECTS

Cluses	Professional Services and A&E	Operations/ Management	Rolling Stock	Construction	Materials & Supplies
Davis Bacon and Copeland Anti-Kickback Acts >\$2,000				X(>\$2,000)	
Contract Work Hours & Safety Standards Act >\$100,000				X	
Bond Requirements for Construction >\$100,000				X	
Seismic Safety	X (A&E)			X (>\$10,000)	

23. Davis-Bacon Act and Copeland Anti-Kickback Act for construction contracts greater than \$2,000

The Contractor agrees as follows:

Minimum wages

- (1) 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 the contractor 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 and the Davis-Bacon poster (WH-1321) shall be posted at all times by the 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.
- (2) 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, the 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.
- (3) If the contractor does not make payments to a trustee or other third person, the 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 the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of

Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(a) The contracting officer shall require that any class of laborers or mechanics 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. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- The classification is utilized in the area by the construction industry; and
- 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 the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer 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 the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, 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 the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (1)(iv) (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.

Withholding

The Municipality of Anchorage 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 the 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 the 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, the Municipality of Anchorage may, after written notice to the 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.

Payrolls and basic records

Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three 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, the 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.

(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Municipality of Anchorage 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 part 5.

This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and

may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

- (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the 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:
 - (a) That the payroll for the payroll period contains the information required to be maintained under 29 CFR part 5 and that such information is correct and complete;
 - (b) 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;
 - (c) 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.
- (3) 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 (3)(ii)(B) of this section.
- (4) The falsification of any of the above certifications may subject the 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.

The contractor or subcontractor shall make the records required under paragraph (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 the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the 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.

Apprentices and trainees

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 Bureau of Apprenticeship and Training 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 the 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 the 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 Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the 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.

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, the 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.

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.

Subcontracts: The contractor or 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. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

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.

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.

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 the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

Certification of eligibility: By entering into this contract, the contractor certifies that:

- (a) Neither it (nor he or she) nor any person or firm who has an interest in the 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).
- (b) 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).
- (c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

Contract Work Hours and Safety Standards Act. The Contractor agrees to comply with section 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. section 333, and applicable DOL regulations, " Safety and Health Regulations for Construction " 29 CFR Part 1926. Among other things, the Contractor agrees that it will not require any laborer or mechanic to work in unsanitary, hazardous, or dangerous surroundings or working conditions.

The Contractor also agrees to include the requirements of this section in each subcontract. The term "subcontract" under this section is considered to refer to a person who agrees to perform any part of the labor or material requirements of a contract for construction, alteration or repair. A person who undertakes to perform a portion of a contract involving the furnishing of supplies or materials will be considered a "subcontractor" under this section if the work in question involves the performance of construction work and is to be performed: (1) directly on or near the construction site, or (2) by the employer for the specific project on a customized basis. Thus, a supplier of materials, which will become an integral part of the construction is a "subcontractor" if the supplier fabricates or assembles the goods or materials in question specifically for the construction project and the work involved may be said to be construction activity. If the goods or materials in question are ordinarily sold to other customers from regular inventory, the supplier is not a "subcontractor." The requirements of this section do not apply to contracts or subcontracts for the purchase of supplies or materials or articles normally available on the open market.

- (1) 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.
- (2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States 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 (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 (1) of this section.

- (3) **Withholding for unpaid wages and liquidated damages** - The Municipality of Anchorage 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 the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.
- (5) **Payrolls and basic records** - Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three 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, the 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.

Copeland Anti-Kickback Act. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

24. Contract Work Hours and Safety Standards Act

The CONTRACTOR agrees to comply, and assures the compliance of each third party CONTRACTOR and each SUBCONTRACTOR at any tier of the Project, with the following employee protection requirements for contract employees

- (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 (1) of this section the CONTRACTOR and any SUBCONTRACTOR responsible therefore shall be liable for the unpaid wages. In addition, such CONTRACTOR and SUBCONTRACTOR shall be liable to the United States 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 (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 (1) of this section.
- (c) **Withholding for unpaid wages and liquidated damages:** The CONTRACTOR 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 the CONTRACTOR or SUBCONTRACTOR under any such contract or any other Federal contract with the same prime CONTRACTOR, or any other federally-assisted contract subject to the Contract Work Hours and Safety

Standards Act, which is held by the same prime CONTRACTOR, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or SUBCONTRACTOR for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

- (d) **Subcontracts:** The CONTRACTOR or SUBCONTRACTOR shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the SUBCONTRACTORS to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any SUBCONTRACTOR or lower tier SUBCONTRACTOR with the clauses set forth in this section.

25. Bonding Requirements for Construction Activities Exceeding \$100,000

The Contractor shall be required to obtain performance and payment bonds as follows:

Performance bonds

- (a) The penal amount of performance bonds shall be 100 percent of the original contract price, unless the Municipality of Anchorage determines that a lesser amount would be adequate for the protection of the Municipality of Anchorage.
- (b) The Municipality of Anchorage may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The Municipality of Anchorage may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

Payment bonds

- (a) The penal amount of the payment bonds shall equal:
 - o Fifty percent of the contract price if the contract price is not more than \$1 million.
 - o Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
 - o Two and one half million if the contract price is more than \$5 million.
- (b) If the original contract price is \$5 million or less, the Municipality of Anchorage may require additional protection.

26. Seismic Safety

The 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. The CONTRACTOR also agrees to ensure that all work performed under this contract including work performed by a SUBCONTRACTOR is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

CONTRACT PROVISIONS THAT APPLY FOR NON-CONSTRUCTION ACTIVITIES EXCEEDING \$100,000

Clauses	Professional Services and A&E	Operations/ Management	Rolling Stock	Construction	Materials & Supplies
Contract Work Hours & Safety Standards Act >\$100,000	X	X	X	See above	X

27. Contract Work Hours and Safety Standards Act

The Contractor agrees to comply with the following employee protection requirements:

- (a) In accordance with Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. Section 327 through 332, the Contractor agrees and assures that, for the Project, the wages of every mechanic and laborer will be computed on the basis of a standard work week of 40 hours, and that each worker will be compensated for work exceeding the standard work week at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The Contractor agrees that determinations pertaining to these requirements will be made in accordance with applicable U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act), 29 CFR Part 5.
- (b) The requirements of this Subsection do not apply to a third party contract for the purchase of supplies, materials or articles ordinarily available on the open market.

CONTRACT PROVISIONS THAT APPLY FOR TRANSIT OPERATIONAL ACTIVITIES AND SAFETY SENSITIVE FUNCTIONS

Clauses	Professional Services and A&E	Operations/ Management	Rolling Stock	Construction	Materials & Supplies
Transit Employee Protection Arrangements		X			
Charter Service Operations		X			
School Bus Operations		X			
Drug Abuse and Testing Requirements and Alcohol Testing Requirements		X			

28. Transit Employee Protective Arrangements.

The CONTRACTOR agrees to the comply with applicable transit employee protective requirements as follows:

- (a) General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the 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. A 5333(b), and U.S. DOL guidelines at 29 CFR 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. The CONTRACTOR agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.
- (b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, the CONTRACTOR agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The CONTRACTOR agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.
- (c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the CONTRACTOR agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

The CONTRACTOR also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

29. Charter Bus Requirements

The CONTRACTOR agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

30. School Bus Requirements

The CONTRACTOR agrees to comply with 69 U.S.C. 5323(f) and 49 CFR Part 605, which provides that recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

31. Drug-Free Workplace and Substance Abuse

The CONTRACTOR agrees to comply with the following Federal substance abuse regulations:

- (a) Drug-Free Workplace. U.S. DOT regulations, "Drug-Free Workplace Requirements (Grants)," 49 CFR Part 29, Subpart F, as modified by 41 U.S.C. §§ 702 *et seq.*
- (b) Alcohol Misuse and Prohibited Drug Use. FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655, to the extent applicable. The CONTRACTOR agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 655, produce any documentation necessary to establish its compliance with Parts 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of California, or the City of Fairfield, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 655 and review the testing process. The CONTRACTOR agrees further to certify annually its compliance with Part 655 before February 15 and to submit the Management Information System (MIS) reports before February 15 to Management Analyst II, 2000 Cadenasso Drive, Fairfield, CA 94533. To certify compliance the CONTRACTOR shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

CONTRACT PROVISIONS THAT APPLY FOR TRANSIT REVENUE VEHICLES

Cluses	Professional Services and A&E	Operations/ Management	Rolling Stock	Construction	Materials & Supplies
Bus Testing Requirements			X		
Pre-Award and Post-Delivery Audit Requirements			X		
TVM Certifications			X		

32. Bus Testing

The CONTRACTOR OR MANUFACTURER agrees to comply with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following:

- (a) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the Municipality of Anchorage which will be prior to the Municipality of Anchorage's final acceptance of the first vehicle.
- (b) A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.
- (c) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the Municipality of Anchorage prior to Municipality of Anchorage's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
- (d) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the Municipality of Anchorage of such a vehicle and the details of that vehicle's configuration and major components.

33 Pre-Award and Post-Delivery Audit Requirements

The CONTRACTOR agrees to comply with 49 U.S.C. § 5323(l) and FTA's implementing regulation at 49 CFR Part 663 and to submit the following certifications:

- (a) Buy America Requirements: The CONTRACTOR shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder/Offeror certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
- (b) Solicitation Specification Requirements: The CONTRACTOR shall submit evidence that it will be capable of meeting the bid specifications.
- (c) Federal Motor Vehicle Safety Standards (FMVSS): The CONTRACTOR shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

34. TVM Certifications

The CONTRACTOR, as a condition of being authorized to propose transit revenue vehicles has during the Proposal Submission Period, has submitted the goals provided for in 49 CFR Part 23, Subpart D, Section 23.67 (b) to the FTA Administrator, and, the FTA Administrator has either approved them or not disapproved them. Failure to comply with this provision shall disqualify the CONTRACTOR.

MISCELLANEOUS CONTRACT PROVISIONS THAT MAY APPLY

Cluses	Professional Services and A&E	Operations/ Management	Rolling Stock	Construction	Materials & Supplies
Patent Rights	X				
Recycled Products >\$10,000		X		X	X
Conformance with ITS Architecture and Standards	X	X	X	X	X
Americans with Disabilities Act	A&E	X	X	X	X
Notification of Federal Participation >\$500,000	X	X	X	X	X

35. Patent Rights (Only Experimental, Development or Research Work)

The following requirements apply to each contract involving experimental, developmental, or research work:

- (a) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.
- (b) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.
- (c) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

36. Recycled Products (for awards over \$10,000)

To the extent applicable, the CONTRACTOR agrees to comply with U.S. EPA regulations, "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 CFR Part 247, implementing section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and otherwise provide a competitive preference for products and services that conserve natural resources and protect the environment and are energy efficient.

37. Conformation with ITS Architecture and Standards

To the extent applicable, the CONTRACTOR agrees to conform to the National Intelligent Transportation System (ITS) Architecture and Standards as required by section 5206(e) of TEA-21, 23 U.S.C. § 502 note, and comply with

FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" 66 Fed. Reg. 1455 et seq., January 8, 2001, and other Federal requirements that may be issued.

38. Americans with Disabilities

The Contractor agrees to comply with the requirements of 49 U.S.C. § 5301(d) which states the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The Contractor also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, and 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 persons with disabilities, including any subsequent amendments thereto.

39. Notification of Federal Participation for Contracts (for awards over \$500,000)

To the extent required by law, in the announcement of any third party contract award for goods or services (including construction services) having an aggregate value of \$500,000 or more, the Municipality of Anchorage agrees to specify the amount of Federal assistance intended to be used to finance that acquisition and to express that amount of that Federal assistance as a percentage of the total cost of that third party contract.

Other Federal Requirements:

Full and Open Competition – In accordance with 49 U.S.C. § 5325(h) all procurement transactions shall be conducted in a manner that provides full and open competition.

Prohibition Against Exclusionary or Discriminatory Specifications – Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

Conformance with ITS National Architecture – Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg. 1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

Access Requirements for Persons with Disabilities – Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

Notification of Federal Participation – To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

Interest of Members or Delegates to Congress - No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

Ineligible Contractors and Subcontractors - Any name appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

Other Contract Requirements - To the extent not inconsistent with the foregoing Federal requirements, this contract shall also include those standard clauses attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the recipient.

Compliance With Federal Regulations - Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Real Property - Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 49 CFR 18.31-18.34, 49 CFR 19.30-19.37, 49 CFR Part 24, 49 CFR 5326 as amended by Map-21, 49 CFR part 18 or 19, 49 USC 5334, applicable FTA Circular 5010, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Access to Services for Persons with Limited English Proficiency - To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

Environmental Justice - Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1) Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance,

Environmental Protections – Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

Geographic Information and Related Spatial Data – Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

Geographic Preference

All project activities must be advertised without geographic preference, (except in A/E under certain circumstances, preference for hiring veterans on transit construction projects and geographic-based hiring preferences as proposes to be amended in 2 CFR Part 1201).

Organizational Conflicts of Interest

The Recipient agrees that it will not enter into a procurement that involves a real or apparent organizational conflict of interest described as follows: (1) When It Occurs. An organizational conflict of interest occurs when the Project work, without appropriate restrictions on certain future activities, results in an unfair competitive advantage: (a) To that Third Party Participant or another Third Party Participant performing the Project work, and (b) That impairs that Third Party Participant's objectivity in performing the Project work, or (2) Other. An organizational conflict of interest may involve other situations resulting in fundamentally unfair competitive

conditions, (3) Disclosure Requirements. Consistent with FTA policies, the Recipient must disclose to FTA, and each of its Subrecipients must disclose to the Recipient: (a) Any instances of organizational conflict of interest, or (b) Violations of federal criminal law, involving fraud, bribery, or gratuity violations potentially affecting the federal award, and (4) Failure to Disclose. Failure to make required disclosures can result in remedies for noncompliance, including debarment or suspension.

Federal Single Audit Requirements for State Administered Federally Aid Funded Projects

Non Federal entities that expend \$750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A 133, "Audits of States, Local Governments, and Non Profit Organizations" (replaced with 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" effective December 26, 2014 as applicable). Non Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non Federal entities that expend less than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B--Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency the New York State Department of Transportation, the New York State Comptrollers Office and the U.S. Governmental Accountability Office (GAO).

Non Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments.

Veterans Preference. As provided by 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients:

- g. Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and
- h. Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

Safe Operation of Motor Vehicles.

a. Seat Belt Use. The Recipient agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by:

- i. Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles, and
 - j. Including a "Seat Belt Use" provision in each third party agreement related to the Award.
- b. Distracted Driving, Including Text Messaging While Driving. The Recipient agrees to comply with:
- l. Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225),
 - m. U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, and

n. The following U.S. DOT Special Provision pertaining to Distracted Driving:

(a) Safety. The Recipient agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Recipient owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award,

(b) Recipient Size. The Recipient agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving, and

(c) Extension of Provision. The Recipient agrees to include the preceding Special Provision of section 34.b(3)(a) – (b) of this Master Agreement in its third party agreements, and encourage its Third Party Participants to comply with this Special Provision, and include this Special Provision in each third party subagreement at each tier supported with federal assistance.

Catalog of Federal Domestic Assistance (CFDA) Identification Number

The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass-through entity.

The CFDA number for the Federal Transit Administration, Nonurbanized Area Formula (Section 5311) is 20.509. A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," (replaced with 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" effective December 26, 2014 as applicable) agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

CONTRACT SERVICE/SUPPLY

NAME AND ADDRESS OF CONTRACTOR

NAME AND ADDRESS OF DEPARTMENT OR AGENCY OF THE MUNICIPALITY ADMINISTERING THIS CONTRACT:

**MUNICIPALITY OF ANCHORAGE
ANCHORAGE, AK 99510**

THIS CONTRACT, entered into by the MUNICIPALITY OF ANCHORAGE and the Contractor named above, WITNESSETH that the parties hereto mutually agree as follows:

1. **Scope of the Contract**

.....in accordance with the attached Scope of Work or Specifications.

2. **Total Contract Value**

The not to exceed contract amount is _____ **Dollars (\$ _____)**. **This is a non-encumbering contract. Purchase Orders will be issued to fund projects/services applicable to this contract. Contractor shall not begin work authorized under this Contract until a purchase order is issued.** The Municipality of Anchorage does not guarantee any minimum or maximum quantity of material or services to be processed under this contract. The Contractor shall furnish all services described above, for the amount stated, in strict accordance with the Contract Documents.

3. **Period of Performance**

Time Schedule for performance shall be Month X, XXXX through Month X, XXXX, with an option to renew for X (#) additional one (1)-year periods, upon mutual consent of both parties and lawful appropriation of funds.

4. **Contract Documents**

A. All documents, including but not limited to Specifications, Statements of Work, General and Special Provisions, Bid Proposal, Insurance Requirements, and Addendums, of Invitation to Bid # _____ are attached and incorporated by reference.

B. Other _____

5. **Independent Contractor**

The Contractor shall provide services as an independent contractor to the Municipality. Except as this contract provided otherwise, the Municipality shall not supervise or direct the Contractor.

6. Compliance with Laws

The Contractor shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to its performance under this contract. All actions taken by the Contractor under this contract shall comply with all applicable statutes, ordinances, rules, and regulations. The Contractor shall pay all taxes pertaining to its performance under this contract.

7. Equal Employment Opportunity Contract Compliance

- A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, marital status or mental or physical handicap. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to the characteristics listed above. Such action shall include, without limitation, employment, upgrading, demotion or transfer, recruitment or recruiting advertising, lay-off or termination, rates of pay or other forms of compensation and selection for training including apprenticeship. The Contractor will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The contractor will comply with all laws concerning the prohibition of discrimination including, but not limited to Title 5 and Title 7 of the Anchorage Municipal Code.
- B. The Contractor shall state, in all solicitations or advertisements for employees to work on contract jobs, that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex, sexual orientation, or gender identity, marital status, or physical or mental handicap.
- C. The Contractor shall include the provisions of subsections A and B of this section in every subcontract or purchase order under this contract, so as to be binding upon every subcontractor or vendor of the Contractor under this contract.

8. Assignments

Unless the Municipality provides otherwise in writing, any assignment by the Contractor of its interest of any part of this contract or any delegation of its duties shall be void, and permit the Municipality to terminate this contract without liability for work performed.

9. Ownership, Publications, Reproduction and Use of Material

Unless the Municipality provides otherwise in writing, all data, documents and materials that the Contractor produces shall be the property of the Municipality, which shall retain the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data, documents or other materials. This exclusive right does not apply to any materials presently in the public domain or not subject to copyright.

10. Nonwaiver

The failure of either party to enforce a provision of this contract does not waive the provision or affect the validity of the contract or a party's rights to enforce any provision of the contract.

11. Jurisdiction and Choice of Law

Any civil action arising from this contract shall be brought in the trial courts for the Third Judicial District of the State of Alaska at Anchorage. The law of the State of Alaska governs this contract.

12. Integration

This document and all documents incorporated in it by reference are the entire agreement of the parties, and supersede all previous communications, representations, or agreements regarding this subject, whether oral or written, between the parties.

13. Termination of the Contractor's Services

The Contractor's services may be terminated in whole or in part:

- A. By mutual consent of the parties.
- B. For the convenience of Anchorage, provided that Anchorage notifies the Contractor, in writing, of its intent to terminate under this paragraph at least 15 days prior to the effective date of the termination.
- C. For cause, by either party where the other party fails in any material way to perform its obligations under this contract. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within fifteen (15) days after receiving the notice.

14. Duties Upon Termination

- A. If Anchorage terminates the Contractor's services for convenience, Anchorage shall pay the Contractor for unpaid services rendered to date of termination. Such payment shall constitute the Contractor's only right to compensation for Anchorage's decision to terminate for convenience.
- B. If the Contractor's services are terminated for cause, Anchorage shall pay the Contractor for all contractual services satisfactorily rendered prior to termination less any damages suffered by Anchorage because of the Contractor's failure to perform satisfactorily. Such payment shall constitute the Contractor's only right to compensation from Anchorage.
- C. If the Contractor receives payment exceeding the amount to which it is entitled under Subsection A or B of this section, he shall remit the excess to the Administrator within thirty (30) days.
- D. If the Contractor's services are terminated, for whatever reason, the Contractor shall receive no compensation under this contract, other than that explicitly allowed under this section.

15. Stop Work Order

The MOA may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the MOA shall either:

- A. Cancel the stop-work order; or
- B. Terminate the work covered by the order as provided in the Default, or the Termination for Convenience, clause of this contract.

If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The MOA shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if:

- A. The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- B. The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the MOA decides the facts justify the action, the MOA may receive and act upon the claim submitted at any time before final payment under this contract.

If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the MOA, the MOA shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

If a stop-work order is not canceled and the work covered by the order is terminated for default, the MOA shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

16. **Indemnity**

The Contractor shall indemnify defend, save and hold the Municipality harmless from any claim, lawsuit or liability, including costs and attorney's fees allegedly arising from loss, damage, or injury to persons or property occurring in the course of the Contractor's performance.

17. **Contract Interpretation**

In interpreting this contract, the documents that comprise it shall be given the following order of precedence:

- A. The Contract
- B. All Addenda
- C. The General and Special Provisions as set forth in the Invitation to Bid No. _____
- D. The Specifications
- E. The Contractor's Bid Proposal

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the Contract Date entered below.

MUNICIPALITY OF ANCHORAGE

VENDOR NAME

Signature

Signature of Authorized Representative

Printed Name

Printed Name

Title

Title

Date

Date

SAMPLE

Municipality of Anchorage Contractor Questionnaire

Contractors/Vendors wishing to qualify for award of a bid or proposal offered by the Municipality of Anchorage shall submit this completed form and any supplemental information requested by this form within five days following a request by the Purchasing Officer.

Contractor/Vendor Name: _____

Owner(s) of Company (if sole proprietorship or partnership): _____

List all Alaska construction contractor's registration numbers, registration types and expiration dates of the Alaska business licenses held by your company in the past three years:

Has your company changed names, business license number, or contractor registration number in the past three years?

Yes No

If "Yes," explain on a separate signed page, including the reason for the change.

Has any owner, partner or (for corporations) officer of your company operated any business offering similar services outlined in the bid or proposal under any other name in the past three years?

Yes No

If "Yes," explain on a separate signed page, including the reason for the change.

Certifications & Disclosures

For these questions & certifications, "company" includes any entity that shares or has shared majority ownership or control with your company. "Determination of violation" includes any citations, orders or recommendations issued to or against the company.

Debarment

1. In the last three years has your company been debarred from bidding on, or being awarded, a state or federal project?

Yes No

Occupational Safety & Health

Note: Only willful violations of state or federal occupational safety and health laws will result in disqualification; disclosure of other violations does not lead to automatic disqualification.

2. In the last three years has your company been determined to have committed a **willful violation** of state or federal occupational safety and health law? For purposes of this question, a state or federal occupational safety and health law includes laws enforced by

Municipality of Anchorage Contractor Questionnaire

the Occupational Safety and Health Administration (OSHA), Alaska Occupational Safety and Health (AKOSH), or another state's occupational safety and health agency.

Yes No

3. In the last three years, has the federal Occupational Safety and Health Administration (OSHA), Alaska Occupational Safety and Health (AKOSH), or another state's occupational safety and health agency, made a determination of violation against your company?

Note: If you have filed an appeal of a citation and the appropriate appeals board has not yet ruled on your appeal, you need not include information about it.

Yes No

If "Yes," attach a separate signed page describing each citation.

Wage & Hour

Note: Only willful violations of state or federal wage and hour laws will result in disqualification; disclosure of other violations does not lead to automatic disqualification.

4. In the last three years has your company been determined to have committed a **willful violation** of state or federal wage and hour law?

Yes No

5. In the last three years has there been a determination of violation of wage and hour laws against your company? Wage and hour violations include failure to pay minimum wages, overtime, or prevailing wages.

Yes No

If "Yes," attach a separate signed page describing each violation, identifying the claim by claimant, date, and status/outcome.

Unemployment Insurance & Workers' Compensation

6. In the last three years has there been a determination of violation of unemployment insurance or workers' compensation requirements against your company?

Yes No

If "Yes," attach a separate signed page describing each violation, identifying the claim by claimant, date, and status/outcome.

Licensing & Registration

7. If a license or certificate of fitness is required to perform any services provided by your company, has there been a determination of violation of any certificate of fitness requirements against your company in the last three years?

Municipality of Anchorage
Contractor Questionnaire

Yes No

If "Yes," attach a separate signed page describing each violation, identifying the claim by claimant, date, and status/outcome.

Subcontracting

8. I certify that all independent subcontractors engaged by my company meet the definition of an independent contractor under Alaska Statute 23.30.230.

Yes No

9. I understand that my company is responsible for ensuring that each subcontractor my company uses on the project completes this form and associated documentation. I will submit any disclosures required by Anchorage Municipal Code.

I understand

10. I understand that my company is responsible for providing this form and any associated documentation for each subcontractor hired after award within 30 days of hire, and that the subcontractor may not begin work on the project until such information is provided.

I understand

11. I understand that my company is responsible for ensuring that if any event, such as a violation or loss of coverage, causes the information submitted by the subcontractor to change, the subcontractor shall submit updated certifications or disclosures within 30 days of occurrence to the department contract administrator.

I understand

I declare under penalty of perjury that the foregoing is true and correct.

Dated: _____

(Signature)

(Printed name and title)

Right to Appeal: Anchorage Municipal Code provides that any person adversely affected in connection with the award of a municipal contract, including the Municipality's determination on responsibility, may request that the mayor or assembly refer the matter to the bidding review board.