



FACILITY VIDEO SURVEILLANCE SERVER REPLACEMENT

REQUEST FOR PROPOSALS #2026-X

ISSUING OFFICE:

FORT WAYNE PUBLIC TRANSPORTATION CORPORATION

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Fort Wayne, Indiana 46808

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Submit by Monday, August 14, 2026, by 4 P.M.

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SECTION 1 – INTRODUCTION

1.1 OVERVIEW

Fort Wayne Public Transportation Corporation (CITILINK or FWPTC) is seeking proposals from qualified firm(s) for the purchase and replacement of two (2) existing video surveillance servers. One (1) located at 801 St. Francis Dr., Fort Wayne, IN 46808 and one (1) located at 121 West Baker Street, Fort Wayne, IN 46802.

1.2 PROCURING AGENCY AND CONTRACTING OFFICER

Procuring Agency:	Fort Wayne Public Transportation Corporation 801 St. Francis Dr., Fort Wayne, IN 46808
Contracting Officer:	Junior Rodriguez IT Manager E-mail: jar@fwcitilink.com Fax: (260) 436-7729

1.3 SOLICITATION AND PROJECT SCHEDULE

The following is the solicitation and project schedule for this procurement.

Event	Date and Time
Request for Proposal Released	Wednesday, August 5, 2026
Questions and Requests for Clarifications Due via email: jar@fwcitilink.com	Monday, August 10, 2026; 12:00 P.M. EST (Noon)
CITILINK responds to Questions and Requests for Clarification	Wednesday, August 12, 2026; 12:00 P.M. EST (Noon)
Proposals Due:	Friday, August 14, 2026; 4:00 P.M. EST
Initial Evaluation Period Complete	Wednesday, August 19, 2026
Anticipated Contract Award	Friday, August 21, 2026

1.4 PROPOSAL EVALUATION CRITERIA

EVALUATION CRITERIA	POSSIBLE POINTS
Firm and Team Qualifications and Experience	20
Project Organization and Staff Plan	10
Implementation and Project Management Plan	15
Proposed System, Services, and Technical Approach	35
Price Proposal/Cost	20
TOTAL POINTS POSSIBLE	100

1.5 PROPOSALS

To be considered, submittals must be received by the due date and time. The receiving time in CITILINK's lobby located at 801 St. Francis Dr., Fort Wayne, IN 46808 will be the governing time for acceptability of proposals. This solicitation does not commit CITILINK to award a contract. CITILINK reserves the right to accept or reject any or all proposals received as a result of this request.

1.6 COMMUNICATION

All communication, including questions, MUST BE IN WRITING and directed to the Contracting Officer identified in Section 1.2 of this RFP. Communication must be by email to the Contracting Officer.

Proposers and their representatives must not make contact, or communicate with, any CITILINK employee, representatives, Board members or consultants other than the Contracting Officer with regard to any aspect of this RFP or offers. Communication with any CITILINK employee, representative, Board member or consultant other than the Contracting Officer may result in the offender's proposal being rejected.

1.7 LOCATION OF DOCUMENTS AND ADDENDA

Relevant documents and any updates to this RFP including addenda will be made available to all potential proposers who have contacted CITILINK for a copy of the RFP, and also posted on the Citilink website procurement page as linked below:

- <https://www.fwcitilink.com/resources-plans/#pbo>

The RFP, addenda, and any updates may also be picked up at CITILINK headquarters, 801 St. Francis Dr., Fort Wayne, IN 46808, Monday-Friday, 8:00 AM – 5:00 PM.

1.8 DISCLOSURE

All information in a proposer's offer is subject to disclosure under the provisions of the Indiana Access to Public Records Act (IC 5-14-3-1 et seq.) This act also provides for the complete disclosure of contracts and attachments thereto except as exempted by law.

END OF SECTION

SECTION 2 – SCOPE OF WORK

2.1 GENERAL INFORMATION

Fort Wayne Public Transportation Corporation (CITILINK) was established in 1968 to provide public transportation services within the city of Fort Wayne, Indiana. CITILINK is a division of local government established separately from city and county government, although the seven-member Board of Directors is appointed by the Fort Wayne Mayor and City Council. Fort Wayne is the second largest city in the State of Indiana.

2.2 SUMMARY

CITILINK seeks qualified providers for the replacement of two facility surveillance servers in their respective locations while maintaining existing POE cameras. CITILINK is looking for the following at each location:

- A. A rack-mounted network video recorder with embedded IP VMS.
- B. A 19” rack mount network video recording system with embedded video management software, providing available storage of at least 200 TB at a data transfer rate of up to 600 Mbps, with 30 fps frame rates.

CITILINK requests interested parties submit their proposal by the submission deadline of **4:00 PM on (8/14/2026)**.

PLEASE NOTE: Any reference in this RFP to a specific manufacturer, hardware, parts, brand, or software is for the purpose of establishing minimum requirements only.

2.3 CITILINK CAMERAS

2.3.1 LEESBURG CAMERAS

Leesburg is Citilink's Headquarters and is located at 801 St. Francis Dr., Fort Wayne, IN 46808. There are currently 19 POE cameras set up with interest to expand in the future. The information for our current cameras is as follows:

Count	Camera Name	Camera Type
1	Barn Entrance	Axis P3364
2	Barn Entrance 2	Axis P3364
3	Cash Room	Axis M5014
4	Dispatch Door	Axis P3364
5	Dispatch Hallway - Quad	Axis M3007
6	Driver Lot 1	Axis P3364
7	Driver Lot 2	Axis P3364
8	Driver Lot 3	Axis P3364
9	Driver Lounge Entrance	Axis P3364
10	Front Gate	MEGApix DWC-MB45WiATW
11	Front Lot Entrance (North)	Axis P3364
12	Front Lot Entrance (South)	Axis P3364
13	Lobby-Inside	MEGApix DWC-VSDG04MI
14	Parking Lot East	Axis P1427-E
15	Receiving Door	Axis P3364
16	Shop Floor (1-9)	Axis M3037
17	Washbay	Axis P3364
18	Washbay Cashbox-Gas	Axis M3026
19	Washbay Drive	Axis P3364

2.3.2 BAKER STREET CAMERAS

Baker Street is Citilink's central transportation hub and is located at 121 W. Baker Street, Fort Wayne, IN 46802. There are currently 40 POE cameras set up. The information for these cameras is as follows:

Count	Camera Name	Camera Type
1	Bay A #8 Glenbrook	MEGApix DWC-MV82WiATW
2	Bay B #3 Canterbury	MEGApix DWC-MV82WiATW

3	Bay C #4 Parkview	Axis M3114
4	Bay D #1 Waynedale	Axis M3114
5	Bay E #6 Franke Park	Axis M3114
6	Bay F #10 New Haven	Axis M3114
7	Bay G #7 Creighton Oxford-Anthony	Axis M3114
8	Bay H #8 Southtown	Axis M3114
9	Bay I #9 Brooklyn-Taylor	Axis M3114
10	Bay J #6 McKinnie	Axis M3114
11	Bay K #3 Village Woods	MEGApix DWC-MV82WiATW
12	Bay L	Axis M3114
13	Bay M #1 Northcrest	Axis M3114
14	Bay N #2 Georgetown	Axis M3114
15	Bay O #4 Wells-Ludwig	Axis M3114
16	Bay P #9 Saint Francis-Gateway	MEGApix DWC-MV82WiATW
17	Bay Q #2 Times Corner	Axis M3114
18	Bay R	Axis M3114
19	Break Room 1	Axis P3304
20	Break Room 2	Axis P3304
21	East Building Facing South	Axis P3344
22	Front Office	Axis P3304
23	Greyhound	Axis M3026
24	Lobby 1	Axis P3304
25	Lobby 2	Axis P3304
26	Lobby 3 PTZ	Axis M5014
27	N. Drive Ent. Calhoun	Axis M3114
28	N. Drive Ent. Harrison	Axis M3114
29	N.E. Facing East	Axis P3344
30	N.W. Building Facing East	Axis P3344
31	North Lane Facing East	Axis P3344
32	North Lane Facing West	Axis P3344
33	Outside Bench	Axis M3026
34	S. Drive Ent. Calhoun	Axis M3114
35	S. Drive Ent. Harrison	Axis M3114
36	South Entrance	Axis M3114
37	South Lane Facing East	Axis P3344
38	South Lane Facing West	Axis P3344
39	West Building Facing West	Axis P3344
40	West Canopy Facing East	Axis P3344

2.4 REFERENCES

2.4.1 ABBREVIATIONS

1. CPU – Central Processing Unit
2. fps - frames per second
3. HTTP - Hypertext Transfer Protocol
4. IP - Internet Protocol
5. JPEG - Joint Photographic Experts Group
6. MAC – Media Access Control
7. MJPEG - Motion JPEG
8. MPEG - Moving Pictures Experts Group
9. NVR – Network Video Recorder
10. PTZ – Pan, Tilt, and Zoom
11. RADASS – Resolution and Algorithmic Data Adaptive Scaling System
12. RTP - Real-Time Transport Protocol
13. RTSP - Real-Time Streaming Protocol
14. SSD – Solid State Drive
15. TB - Terabyte
16. UI –User Interface
17. VMS - Video Management System

2.4.2 DEFINITIONS

18. E-mapping – Images that can be used as a background in client software to show server and camera placement at a site.
19. Media Server – A server/controller for cameras and network connections including client connections and camera stream encoding to hard disks. A Server may function as a Media Server.
20. Motion sensitivity – Degree of pixelization change in a selected area of the video scene required to trigger a recording or alarm.

2.4.3 REFERENCE STANDARDS

21. Network

- a. IEEE - 802.3 Ethernet Standards

22. Video

- a. ISO / IEC 14496 – MPEG-4
 - 1) ISO / IEC 14496–10, MPEG-4 Part 10 (ITU H.264)
- b. ISO / IEC 10918 – JPEG
- c. ONVIF – Profile S

2.5 SUBMITTALS

A. Product Data

- 1. Manufacturer's printed or electronic data sheets
- 2. Manufacturer's installation and operation manuals
- 3. Warranty documentation

2.6 QUALIFICATIONS

- A. Manufacturer shall have a minimum of five years' experience in producing IP video equipment and software.
- B. Installers shall be trained and authorized by the Manufacturer to install, integrate, test, and commission the video system.
- C. Recent Similar Experience and References: Provide 3-7 examples of previous similar projects within the past five (5) years identifying each team member's role in the project. Include references for each project.
- D. Provide financial responsibility documentation which can include one of the following:
 - 1. The most recent year-end financial statement
 - 2. A current balance sheet and income statement if the year-end statements are more than 6 months old
 - 3. Bank reference if either of the above are not available.

2.7 LICENSE AND SUPPORT

- A. Licenses issued by the Manufacturer for camera recording shall not expire for the life of the camera.

2.8 WARRANTY

- A. The product shall carry a five (5) year warranty with on-site, Next Business Day replacement.

END OF SECTION

SECTION 3 - FUNCTIONAL REQUIREMENTS

3.1 NETWORK VIDEO RECORDER

A. The Network Video Recorder (“NVR”) shall be a 19” rackmount video recording system and IP Video Management System Media Server.

B. Performance

1. The NVR shall be able to record dual video streams at an aggregate data rate of 600 Mbps.
2. Resolution: HD 1080p
3. Number of remote clients: unlimited

C. Network Connections: Dual Gigabit Ethernet (RJ-45)

D. Operating System: Windows OS Or Equivalent that meets client hardware requirements listed in Section 3.3 of this RFP

E. Dedicated Storage: 2 x 240GB NVMe SSD (RAID1)

F. Hardware

1. Storage: raw 200 TB at a minimum
 - a. Number of Drives: 12x 3.5” SATA HDD
2. Processor: Dual Intel® Xeon® Silver processor Or Equivalent that meets client hardware requirements listed in Section 3.3 of this RFP
3. Memory: 32GB (4x 8GB)
4. Power Supply: Dual 750 W redundant
5. Video:
 - a. Graphics card Nvidia Quadro P400 GPU Or Equivalent that meets client hardware requirements listed in Section 3.3 of this RFP
 - b. Interfaces: 3 x mini Display Port (1 x mini-DP to true HD adapter included)
6. Additional Interfaces

- a. USB
- 7. Certification: UL listed, CE, FCC, ONVIF, NDAA/TAA

3.2 VIDEO MANAGEMENT SYSTEM SOFTWARE

- A. The IP Video Management System (“IPVMS”) shall be a software package hosted on the NVR for comprehensive management of live and recorded video, and which supports multiple operating system platforms, mobile client applications, user customization, bandwidth control and scalability.
- B. General Functionality - The IPVMS shall possess, as a minimum, the following characteristics:
 - 1. Up to 600 Mbps throughput per server
 - 2. No limitation on overall number of cameras supported by system
 - 3. Server and camera configuration from a single window
 - 4. Ability for a User to log in and view multiple sites-based user permissions and configuration
 - 5. Seamless transition from live view to recording function
 - 6. Customizable layout views
 - 7. On screen PTZ control with programmable presets and tours
 - 8. Definition and display of regions of interest
 - 9. Ability to search recorded video by frames involving motion, log entries, and thumbnail previews
 - 10. IPVMS server and network health monitoring
 - 11. E-mapping
 - 12. Ability to export and review one day of video in one minute
- C. Detailed Functions
 - 1. Automatic discovery
 - a. Camera – The IPVMS shall provide a mechanism for automatic camera and server discovery.
 - 1) Upon discovery, the IPVMS shall have the ability, if selected, to
 - a) Add the device to the system if not previously added

- b) Configure optimal image settings for the primary video stream from the device
 - 2) The IPVMS shall provide for the manual addition of devices that cannot be automatically discovered.
- b. Encoder – The IPVMS shall discover network-connected video encoders and display active channels on the encoder.
- c. Digital video recorder – The IPVMS shall have the ability to discover digital video recorders connected to the network.
- 2. Device Management - The IPVMS shall provide for management of devices and system functionality, as follows:
 - a. Camera and encoder management
 - 1) Full listing of all registered devices with associated properties
 - a) Device name
 - b) Manufacturer
 - c) Model
 - d) Firmware version
 - e) IP address
 - f) MAC address
 - g) Media server hosting the device
 - 2) System configuration tools
 - a) Sort and filter device data
 - b) Select and open device
 - c) Rename device
 - d) View device history
 - e) Add device
 - f) Add video stream from device
 - g) Delete device
 - h) Export device list to file in HTML or CSV file format
 - i) Simultaneous multiple device configuration
 - 3) Camera and encoder configuration
 - a) Device authentication
 - b) Image parameters: brightness, contrast, saturation, hue

- c) Audio recording for audio-equipped cameras
 - d) Aspect ratio
 - e) PTZ, including home position, presets and tours
 - f) Fish-eye camera properties, including dewarping
 - g) Recording schedule
 - h) Proprietary camera parameters
 - i) Secondary stream quality parameters
 - 4) Recording parameters
 - a) Recording modes
 - i. Constant
 - ii. Record on motion
 - iii. Constant low quality, switching to high quality on motion
 - iv. Do not record
 - v. Min-max recording time
 - b) Recording quality
 - c) Frames per second
 - d) Schedule
 - i. Day of week
 - ii. Hour
 - 5) Motion
 - a) Support for both hardware (camera) and software motion detection
 - b) Definition of detection regions and regions exclude from detection (masks)
 - c) Sensitivity
- 3. Events and actions
 - a. The IPVMS shall support the following types of events and actions:
 - 1) Events
 - a) Motion on camera
 - b) Camera disconnection/malfunction
 - i. A camera shall be considered disconnected if no signal has been received for more than 10 seconds.
 - c) Storage failure – The NVR is unable to write data to storage.

- d) Network issue – no data transfer between camera and NVR, resulting in packet loss and subsequent frame drop
 - e) Camera IP address conflict
 - f) Camera alarm input signal
 - g) NVR failure
 - h) Media Server conflict – Multiple Media Servers or NVR’s attempt to manage a common camera
 - i) Licenses not configured
 - j) E-mail not set for Users
 - k) E-mail server not configured
 - l) E-mail sending error
 - m) Storage not configured
 - n) NVR started
- 2) Actions - The IPVMS shall support the creation of rules linking actions to events.
- a) Visual Notifications
 - i. Notifications shall be one of the following types: system messages indicating improper configuration, warnings of critical events, non-critical event notification.
 - ii. Additional information concerning a notification shall be available on the UI by hovering a mouse over the notification.
 - iii. Clicking on a notification shall initiate a corresponding action.
 - b) Visual Event Indication – The IPVMS shall allow the highlighting a specific object in a scene if too many cameras are opened, creating difficulty in locating a specific camera.
 - c) E-Mail Notifications – The IPVMS shall allow configuration of e-mail settings to support an e-mail notification function.
 - d) Start recording on camera upon camera motion or alarm input signal on camera.
 - e) Trigger camera output, configurable for duration of event or for a fixed time period.
 - i. There shall be a configurable auto-reset function for the output when a fixed time period has been selected for output duration.
 - f) Play sound

- i. A library of sounds shall be available, which shall be capable of having sounds added, edited, or removed.
 - ii. Specific events may be configured to generate specific sounds.
- g) Speak pre-configured text
- h) Write to system log
 - i. The IPVMS shall be configurable to allow all events with rules to be written to the system log.
 - ii. The IPVMS shall allow configuration to allow only certain events to be written to the system log.
 - iii. Logged events shall include date and time of event, event source, action performed, recipient of the action, and optional descriptive text.
 - iv. Event logs shall be capable of being sorted, filtered, and searched.

4. Viewing Video

- a. The IPVMS shall allow the viewing of live and recorded video streams through the web browser, Manufacturer client software and Manufacturer mobile applications.
 - 1) Supported video streams shall include ONVIF Profile S, RTSP, and HTTP.
- b. Resource management
 - 1) In the event of insufficient bandwidth between client and Media Server, the IPVMS shall automatically adjust the video stream to lower resolution to conserve bandwidth.
 - 2) In the event of insufficient processing power in the CPU of the client machine, the IPVMS shall automatically adjust the video stream to lower resolution reduce CPU load.
 - 3) The IPVMS shall auto-pause live video during periods of inactivity to conserve bandwidth.
- c. Layout management – Cameras, local videos, and images shall not be restricted in terms of location, size, or orientation.
 - 1) The IPVMS shall support the construction of customized screen layouts.

- 2) Layouts shall support interchangeable backgrounds, including schematic maps and building layouts.
- 3) A layout's appearance shall be capable of being altered via the following functions:
 - a) Zoom
 - b) Moving and swapping items
 - c) Resizing items
 - d) Fit-in view
 - e) Changing distance between items
 - f) Changing cell aspect ratio
- 4) The IPVMS shall allow the creation of up to 64 zoom windows for each camera.
 - a) Camera dewarping shall be employed to correct distortions in fisheye cameras
- 5) Layouts shall be capable of being saved or locked to prevent accidental deletion.
- 6) The IPVMS shall support layouts with multiple windows spanning multiple monitors.
- 7) Layouts shall be capable of being assigned to specific users.
- 8) The IPVMS shall support camera dewarping on 360° and 180° fisheye cameras and presentation of 90°, 180°, and 360° views on the fly.
- d. Video Recording
 - 1) IPVMS shall allow for designation of the recorded video storage based on hard disk or network-based storage configuration.
 - 2) The IPVMS shall be capable of dual stream recording of video from an IP camera with multi-stream capability.
 - 3) The IPVMS shall provide capability for video recording in the following modes:
 - a) Instant
 - b) Constant
 - c) Upon motion or alarm event
 - d) Constant, low quality, switching to high quality on motion or alarm
 - e) Scheduled

- f) Min-Max recording time per camera
 - i. A user shall have the ability to specify the minimum and maximum amount of days for which footage can be recorded from cameras, selectable by camera.
- 4) Quality and frames per second shall be configurable parameters for video recording.
- 5) The IPVMS shall provide pre-alarm recording functionality.
- 6) The IPVMS shall allow for recording of audio, when present
- e. Video Playback
 - 1) Users shall be able to seamlessly switch between live and archived video on a camera.
 - 2) The following playback controls shall be available:
 - a) Fast forward
 - b) Fast forward up to 16x
 - c) Rewind
 - d) Fast rewind up to 16x
 - e) Frame by frame advance
 - f) Frame by frame reverse
 - g) Previous/next recorded fragment
 - h) Panning through a time line using mouse or keyboard shortcuts
 - 3) Multiple cameras
 - a) The IPVMS shall allow users to navigate multiple cameras.
 - b) Multiple cameras displaying at the same time shall be capable of being synchronized.
 - 4) Available search methods
 - a) Calendar
 - b) Motion-highlighted fragments
 - c) Thumbnail
 - d) Time stamp
 - 5) The IPVMS shall allow playback of video files stored local to the Client machine.
 - a) Local media files shall be automatically indexed by the IPVMS.

- f. Forensic Analysis
 - 1) The IPVMS shall have the following features to support forensic analysis:
 - a) Full screen mode
 - b) Screen zoom
 - c) Image rotation
 - d) Fish-eye camera video and image dewarping
 - e) Image enhancement – gamma, black level, and white level
- 5. Export
 - a. The IPVMS shall allow single camera export in AVI, MKV, and executable EXE formats with time stamps.
 - b. The IPVMS shall allow the exporting of multiple video in a format supported by the IPVMS viewer or in a Windows-executable bundle.
 - 1) All standard IPVMS features, including search, playback, and single camera video export shall be usable on a multiple video export.
 - c. The IPVMS shall provide watermarking for exported video.
 - d. Screenshot functionality shall be available for both cameras and local video files in PNG or JPG formats.
 - e. It shall be possible to create a screen recording from several displays with audio narration and various levels of video quality.
 - f. The IPVMS shall support export to the following sources:
 - 1) On-board camera SD card
 - 2) USB flash drive
 - 3) USB HDD
- 6. User interface (UI) – The UI shall provide the following controls and features:
 - a. Main video display view, showing video from cameras or local files
 - b. Navigator bar at top of screen to include
 - 1) NVR status and means to connect or disconnect
 - 2) Window control
 - 3) Screen recording button
 - 4) Main menu providing
 - a) Server connection

- b) Local video file access
 - c) Layout control
 - d) Screen recording
 - e) System settings access
- 5) Tabs, representing different screen layouts
- c. Playback panel for local stored videos and streams recorded from live video
- d. Resource tree depicting all servers, cameras, local files, users, and available layouts
- e. Notifications of system events
- 7. Failover
 - a. Multi-server environment – In the event of a NVR or Media Server failure, when two or more Media Servers are configured in the system, the IPVMS shall provide for migration of camera support to an alternate Media Server and back to the original when restored.
 - b. No Single Point of Failure - All servers in a system shall continuously synchronize system configuration settings creating a reliable cluster of servers.
- 8. System level features shall include:
 - a. Firmware upgrade
 - b. Remote system upgrade with no loss of existing files
 - c. Back up and restoration of system settings
 - d. Automatic system re-indexing upon interruption of storage connection
 - e. Reset to factory default
 - f. Set date, time, and NTP server synchronization
 - g. User access control – the IPVMS shall provide user roles as follows:
 - 1) Administrator – full system control
 - 2) Advanced Viewer - ability to implement configuration, search, view, and export functions as defined by Administrator
 - 3) Viewer – Live and Playback and restricted to camera in assigned layouts

- 4) Live Viewer – Live View only with no playback and restricted to camera in assigned layouts
- 5) Custom - rights (up to Administrator) determined by Administrator
- h. Ability for system administrators to upgrade an entire system (all servers and clients in a system, regardless of operating system or device type) to a newer version
- i. View and export camera settings
- j. View system logs

3.3 MINIMUM CLIENT HARDWARE REQUIREMENTS

All proposals must meet or exceed the minimum client hardware requirements listed below while ensuring compatibility with Citilink’s system.

A. Client supported OS:

- 1. Windows:
 - a. 10/ 10 Pro
 - b. 11/ 11 Pro
- 2. Windows Server:
 - a. 2016
 - b. 2019
 - c. 2022
- 3. Ubuntu LTS:
 - a. 16.04
 - b. 18.04
 - c. 20.04
- 4. MAC OS X
 - a. 12 “Monterey”
 - b. 13 “Ventura”

B. PC, Linux OS or Mac

- 1. Processor: Minimum: Intel® Core i3® 4th gen processor
- 2. Graphics card: Minimum: Integrated Intel® graphics

- 3. System RAM: Minimum: 8 GB
- 4. Storage: Minimum: 256GB SSD
- 5. Network Interface: 1Gbps (RJ-45)
- c. Mobile Client:
 - 1. Acceptable Operating Systems
 - a. Google Android
 - b. Apple IOS
 - c. Appropriate App Store Availability

END OF SECTION

SECTION 4 – EXECUTION

4.1 INSTALLERS

- A. Contractor personnel shall comply with all applicable state and local licensing requirements.
- B. Contractor personnel shall be factory trained and certified to install, service, and maintain the system.

4.2 PREPARATION

- A. Camera and encoder compatibility shall be verified prior to deployment.
- B. The network design and configuration shall be verified for compatibility and performance with the IPVMS.
- C. Network configuration shall be tested and qualified by the contractor prior to camera installation.

4.3 INSTALLATION

- A. Contractor shall follow all manufacturer-published installation procedures and guidelines.
- B. Products shall be installed in areas consistent with manufacturer recommendations.

END OF SECTION

SECTION 5 - FEDERAL TERMS AND CONDITIONS

This Contract is federally-assisted, and as such, the following federal terms and conditions apply.

5.1 NO OBLIGATION BY THE FEDERAL GOVERNMENT

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

5.2 AMERICANS WITH DISABILITIES ACT(ADA)

The contractor 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, 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 to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §domesti§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

5.3 FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

Before entering into any agreement, the Contractor must certify that it:

- (1) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (2) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

If the prospective Contractor cannot so certify, CITILINK agrees to refer the matter to the FTA and not to enter into any agreement with the Contractor without the FTA's written approval.

5.4 ACCESS TO RECORDS

- A. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
- B. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$350,000.
- C. 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 the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with 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.
- D. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- E. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or

expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

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

5.5 CHANGES TO FEDERAL REQUIREMENTS

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract in compliance with 49 CFR Part 18.

5.6 CIVIL RIGHTS, NONDISCRIMINATION, AND DISADVANTAGED BUSINESS ENTERPRISES

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

national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

2. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

C. Disadvantaged Business Enterprises (DBEs)

1. This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation varies from year to year.
2. A DBE means a for-profit small business concern that is at least 51% owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51% of the stock is owned by one or more such individuals, and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
3. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such

other remedy as CITILINK deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

4. Contractors must pay subcontractors for satisfactory performance of their contracts no later than 30 days following the receipt of each payment made by CITILINK to the prime contractor. This includes the prompt return of retainage payments from the prime contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. CITILINK may apply appropriate penalties for failure to comply with these terms and conditions. Any delay or postponement of payment among parties may take place only for good cause, and only with the prior written permission of CITILINK. Contractors must include in their subcontracts language providing the appropriate alternative dispute resolution mechanisms to resolve payment disputes. Prime contractors will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.
5. The Contractor must promptly notify CITILINK, 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 CITILINK.

5.7 SAFE OPERATION OF MOTOR VEHICLES

- A. General. The Safe Operation of Motor Vehicles requirements apply to all federally funded third party contracts. In compliance with Federal Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. Section 402 note, FTA encourages each third-party contractor to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company owned, rented, or personally operated vehicles, and to include this provision in each third-party subcontract involving the project. Additionally, recipients are required by FTA to include a Distracted Driving clause that addresses distracted driving, including text messaging in each of its third-party agreements supported with Federal assistance. The Safe Operation of Motor Vehicles requirements flow down to all third-party contractors at every tier.
- B. Safe Operation of Motor Vehicles Seat Belt Use. The Contractor is encouraged to adopt and promote 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. The terms "company-owned" and "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or CITILINK.
- C. Distracted Driving. The Contractor 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 Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

5.8 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor is prohibited from obligating or expending Federal funds to:

- a. Procure or obtain;
- b. Expend or renew a contract to procure or obtain; or
- c. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- d. As described in Public Law 115-232, Section 889, “covered telecommunications equipment or services” is: Telecommunications equipment produced by Huawei Technologies Company or ZTA Corporation (or any subsidiary or affiliate of such entities).
- e. For public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hanzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- f. Telecommunications or video surveillance services provided by such entities or using such equipment.
- g. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or other Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- h. Contractor shall not provide covered telecommunications equipment or services in the performance of this contract.

5.9 PATENT RIGHTS AND INVENTIONS DEVELOPED UNDER FEDERALLY ASSISTED AGREEMENTS

a) General. CITILINK agrees that:

1. Depending on the nature of the Underlying Agreement, the Federal Government may acquire patent rights when CITILINK or a Third Party Participant produces a patented or patentable invention, improvement, or discovery;
2. The Federal Government's rights arise when the patent or patentable information is conceived or reduced to practice with federal assistance provided through the Underlying Agreement; or
3. When a patent is issued or patented information becomes available as described in the preceding section 17(a)(2) of this Master Agreement, the Recipient will notify FTA immediately and provide a detailed report satisfactory to FTA.

b) Federal Rights. CITILINK agrees that:

1. Its rights and responsibilities and each Third Party Participant's rights and responsibilities in that federally assisted invention, improvement, or discovery will be determined as provided in applicable federal laws, regulations, requirements, and guidance, including any waiver thereof; and
2. Unless the Federal Government determines otherwise in writing, irrespective of its status or the status of any Third Party Participant as a large business, small business, state government, state instrumentality, local government, Indian tribe, nonprofit organization, institution of higher education, or individual, the Recipient will transmit the Federal Government's patent rights to FTA, as specified in 35 U.S.C. § 200, et seq., and 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) License Fees and Royalties. Consistent with the applicable U.S. DOT Common Rules, FWPTC agrees that license fees and royalties for patents, patent applications, and inventions produced with federal assistance provided through the Underlying Agreement are program income, and must be used in compliance with applicable federal requirements.

5.10 SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

a) Types of Information. To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:

1. The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;
 2. The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and
 3. The amount of federal assistance FTA has provided for a State Program or Project.
- b) Documents. The State agrees to provide the information required under this provision in the following documents:
1. applications for federal assistance,
 2. requests for proposals or solicitations,
 3. forms,
 4. notifications,
 5. press releases, and
 6. other publications.

5.11 DOMESTIC PREFERENCES FOR PROCUREMENTS

FWPTC should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

5.12 PROCUREMENT OF RECOVERED MATERIALS

CITILINK must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner

that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

CITILINK should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

5.13 TERMINATION CLAUSES

- a) Termination for Convenience (General Provision). CITILINK may terminate this Contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to CITILINK to be paid the Contractor. If the Contractor has any property in its possession belonging to CITILINK, the Contractor will account for the same, and dispose of it in the manner CITILINK directs.
- b) Termination for Default [Breach or Cause] (General Provision). If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the Contract is for services, the Contractor fails to perform in the manner called for in the Contract, or if the Contractor fails to comply with any other provisions of the contract, CITILINK 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 CITILINK 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, CITILINK, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

- c) Opportunity to Cure (General Provision). CITILINK 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 CITILINK'S satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from CITILINK setting forth the nature of said breach or default,

CITILINK 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 CITILINK from also pursuing all available remedies against Contractor and its sureties for said breach or default.

- d) Waiver of Remedies for any Breach. In the event that CITILINK elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by CITILINK shall not limit CITILINK'S remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
- e) Termination for Convenience (Professional or Transit Service Contracts). CITILINK, 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, FWPTC shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.
- f) Termination for Default (Supplies and Service). If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, CITILINK may terminate this contract for default. CITILINK shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

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

- g) Termination for Default (Transportation Services). If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, CITILINK may terminate this contract for default. CITILINK 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 CITILINK goods, the Contractor shall, upon direction of CITILINK, protect and preserve the goods until surrendered to CITILINK or its agent. The Contractor and CITILINK 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 CITILINK.

- h) Termination for Default (Construction). If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure 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, CITILINK may terminate this contract for default. CITILINK shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, CITILINK 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 CITILINK 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 CITILINK 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 FWPTC, acts of another Contractor in the performance of a contract with FWPTC, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. the Contractor, within [10] days from the beginning of any delay, notifies CITILINK in writing of the causes of delay. If in the judgment of CITILINK, the delay is excusable, the time for completing the work shall be extended. The judgment of CITILINK 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 CITILINK.

- i) Termination for Convenience or Default (Architect and Engineering). CITILINK may terminate this contract in whole or in part, for CITILINK'S convenience or because of the failure of the Contractor to fulfill the contract obligations. CITILINK 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 CITILINK, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

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

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 CITILINK.

- j) Termination for Convenience of Default (Cost-Type Contracts). CITILINK may terminate this contract, or any portion of it, by serving a notice or termination on the Contractor. The notice shall state whether the termination is for convenience of CITILINK 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 CITILINK, or property supplied to the Contractor by CITILINK. If the termination is for default, CITILINK 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 CITILINK and the parties shall negotiate the termination settlement to be paid the Contractor.

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

If, after serving a notice of termination for default, CITILINK 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, CITILINK, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

5.14 NOTIFICATION OF FRAUD, WASTE, ABUSE, OR MISCONDUCT TO THE U.S. DOT INSPECTOR GENERAL

CITILINK must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which CITILINK is located, if CITILINK has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance.

This responsibility occurs whether the Project is subject to this Agreement or another agreement between CITILINK and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of CITILINK.

It also applies to contractors and subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of CITILINK. In this paragraph, “promptly” means to refer information without delay and without change. This notification provision applies to all divisions of CITILINK, including divisions tasked with law enforcement or investigatory functions.

5.15 DEBARMENT AND SUSPENSION CERTIFICATION REQUIREMENTS

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

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by CITILINK. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to CITILINK, the Federal Government may pursue available remedies, including

but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

5.16 BYRD ANTI-LOBBYING AMENDMENT AND LOBBYING CERTIFICATION AND DISCLOSURE STATEMENTS

Clause and specific language therein are mandated by 49 CFR Part 19, Appendix A. Modifications have been made to the Clause pursuant to Section 10 of the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]

Lobbying Certification and Disclosure of Lobbying Activities for third party contractors are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.110(d)

Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that contractors file the certification required by 49 CFR Part 20, Appendix A. Modifications have been made to the Lobbying Certification pursuant to Section 10 of the Lobbying Disclosure Act of 1995.

Use of "Disclosure of Lobbying Activities," Standard Form-LLL set forth in Appendix B of 49 CFR Part 20, as amended by "Government wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

5.17 CLEAN AIR AND WATER REQUIREMENTS

A. Clean Air Act

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401, et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
2. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

B. Clean Water Act

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

5.18 ENERGY CONSERVATION ACT

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. These requirements are set forth in 42 U.S.C. §§ 6321, et seq., and 49 CFR Part 18.

5.19 REMEDIES FOR BREACH OF CONTRACT

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

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

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

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

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

5.20 FLY AMERICA

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.

5.21 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

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

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.

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.

5.22 PREVENTION OF HUMAN TRAFFICKING (22 U.S.C. §7104(g); 2 C.F.R. PART 175)

Contractor agrees that it and its employees that participate in recipient's grant or funding award, may not:

- a) Engage in severe forms of trafficking in persons during the period of time that Agency's Award is in effect;
- b) Procure a commercial sex act during the period of time that Agency's Award is in effect; or use forced labor in the performance of Agency's Award or sub agreements thereunder.

5.23 PRIVACY ACT

Should CITILINK or Contractor, or any of its third-party contractors, sub-recipients, or their employees administer any system of records on behalf of the Federal Government, the Privacy Act of 1974, 5 U.S.C. § 522(a), imposes information restrictions on the party managing the system of records. For purposes of the Act, when the Contract involves the operation of a system of records on individuals to accomplish a government function, the recipient and any third-party contractors, sub-recipient and their employees involved therein are subject to the Act. The requirements of the Act, including the civil and criminal penalties for violation of the Act, apply to those individuals involved. Failure to comply with the terms of this Act will make this Contract subject to termination.

5.24 PROMPT PAYMENT

The Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than thirty (30) days after the Contractor's receipt of payment for that work. In addition, the Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this contract is satisfactorily completed. The Contractor must promptly notify CITILINK, 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 Agency.

The following clauses will be incorporated into any contract arising from this competitive procurement:

The prime contractor is required to pay each subcontractor under this contract for satisfactory performance of its contracts no later than thirty (30) days from receipt of each payment received by the prime contractor from CITILINK. Any delay or postponement of payment between prime and subcontractors may take place only for good cause, and with CITILINK's prior written approval. CITILINK will establish, as part of the contract between the Prime Contractor and CITILINK, a schedule of values detailing the project activities and timelines for work performed by the GC and all subcontractors. Retainage release payments will be established based upon this schedule of values. The prime contractor must return retainage payments to each subcontractor within 30 days after the subcontractors' work is satisfactorily completed. Any delay or postponement of payment between prime and subcontractors may take place only for good cause, and with CITILINK's prior written approval. CITILINK will monitor all payment schedules for inclusion of work performed by subcontractors. CITILINK will contact, at random, subcontractors to ensure that payments for satisfactory completed work have been received. If an occurrence is found in which a subcontractor was not paid by the Prime, the prime contractor will not be reimbursed for work performed by

subcontractors, unless and until the prime contractor pays the subcontractors and ensures that the subcontractors continue to be promptly paid for work performed. If a prime contractor determines subcontractor work to be unsatisfactory, it must notify CITILINK immediately, in writing, and state the reasons. Failure to comply with this requirement will be construed to be a breach of contract and subject to contract termination.

5.25 CONFLICT OF INTEREST

- A. The Contractor, by entering into the Contract with CITILINK, has thereby covenanted that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any interest, which conflicts in any manner or degree with the work, services, or materials required to be performed or provided under the Contract and that it shall not employ any person or agent having such interests. In the event that the Contractor or its agents, employees, or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such interest to CITILINK and take action immediately to eliminate the conflict or to withdraw from this Contract, as CITILINK may require.
- B. The Contractor also certifies that to the best of its knowledge, no CITILINK Board Member or employee, or employee or officer of any agency interested in the Contract has a pecuniary interest in the business of the Contractor or with the Contract and that no person associated with the Contractor has any interest that would conflict in any manner or degree with the performance of the Contract.
- C. The Contractor, by entering into a Contract with CITILINK further covenants: 1) that no person or selling agency except bona fide employees or designated agents or representatives of the Contractor has been employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid; and 2) that no gratuities were offered or given by the Contractor or any of its agents, employees or representatives, to any official, member, or employee of CITILINK or other governmental agency with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this service.

5.26 INTELLIGENT TRANSPORTATION SYSTEM PROJECTS

All ITS projects funded with Mass Transit Funds from the Highway Trust Funds shall use applicable ITS standards and interoperability tests that have been officially adopted through rulemaking by the United States Department of Transportation (US DOT). (Also see 5206(e) of the Transportation Equity Act for the 21st Century, Public Law 105-178, 112 Stat. 547, pertaining to conformance with the National Intelligent Transportation Systems Architecture and Standards.)

5.27 CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards pursuant to 23 CFR § 940. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

5.28 Veterans Employment Preference

Recipients and subrecipients of Federal financial assistance under this chapter shall ensure that contractors working on a capital project funded using such assistance give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the Contract. This subsection shall not be understood, construed or enforced in any manner that would 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.

5.29 RIGHTS TO INVENTIONS

If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and FWPTC wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” FWPTC must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

5.30 CARGO PREFERENCE – Use of United States Flag

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 FTA recipient (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.

5.31 SEVERABILITY

The Contractor agrees that if any provision of this agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect.

5.32 DISADVANTAGED BUSINESS ENTERPRISE

The Contractor, subrecipient or subcontractor 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 C.F.R part 26 in the award and administration of DOT-assisted contracts. 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 CITILINK deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Further, recipients must establish a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the recipient makes to the prime contractor. 49 C.F.R. § 26.29(a).

Finally, for contracts with defined DBE contract goals, each FTA recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the recipient's written consent; and that, unless the recipient's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

5.33 INCORPORATION OF FTA TERMS

These terms and conditions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, as amended, 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 Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any CITILINK requests that would cause CITILINK to be in violation of the FTA terms and conditions.

5.34 RESOLUTION OF DISPUTES, BREACHES, OR OTHER LITIGATION

Rights and Remedies of CITILINK

CITILINK shall have the following rights in the event that CITILINK deems the Contractor guilty of a breach of any term under the Contract.

1. The right to take over and complete the work or any part thereof as Citilink for and at the expense of the Contractor, either directly or through other contractors;
2. The right to cancel this Contract as to any or all of the work yet to be performed;
3. The right to specific performance, an injunction or any other appropriate equitable remedy; and
4. The right to money damages.

For purposes of this Contract, breach shall include failure to honor the Contract in any respect.

Rights and Remedies of Contractor

Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by CITILINK, the Contractor expressly agrees that no default, act or omission of CITILINK shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless CITILINK directs Contractor to do so) or to suspend or abandon performance.

Remedies

Substantial failure of the Contractor to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, CITILINK will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Agreement by the Contractor before CITILINK takes action contemplated herein, CITILINK will provide the Contractor with sixty (60) days written notice that CITILINK considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

Disputes

CITILINK and the Contractor intend to resolve all disputes under this Agreement to the best of their abilities in an informal manner. To accomplish this end, the parties will use an Alternative Dispute Resolution process to resolve disputes in a manner designed to avoid litigation. In general, the parties contemplate that the Alternative Dispute Resolution process will include, at a minimum, an attempt to resolve disputes through communications between their staffs, and, if resolution is not reached at that level, a procedure for review and action on such disputes by appropriate management level officials within CITILINK and the Contractor's organization.

In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not

be limited in such proceeding to the issue of whether the Authority acted in an arbitrary, capricious or grossly erroneous manner.

Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with CITILINK's direction or decisions made thereof.

Performance during Dispute

Unless otherwise directed by CITILINK, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages

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

Rights and Remedies

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

5.35 CONTRACTOR E-VERIFY PROGRAM

The Contractor must verify through Affidavit that it does not knowingly employ any unauthorized aliens. Pursuant to Indiana Code I.C. §22-5-1.7, the Contractor is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the Contract term. Also, Contractor shall include in related subcontracts a requirement that subcontractors performing work or providing services

pursuant to the Contract utilize the E-Verify system to verify employment eligibility of all new employees hired by the subcontractor during the Contract term.

5.36 TRANSIT EMPLOYEE PROTECTIVE ARRANGEMENTS

The Contractor agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

1. U.S. DOL Certification. Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.
2. Special Warranty. When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.
3. Special Arrangements. The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

APPENDIX A

REQUIRED FORMS and CERTIFICATIONS

(Must be completed and included)

REPRESENTATIONS AND CERTIFICATIONS

REPRESENTATIONS

Proposer's firm is as: (check or complete all applicable boxes)

- ☐ an individual
- ☐ a partnership
- ☐ a non-profit organization
- ☐ a corporation, incorporated under the laws of the State of _____
- ☐ a limited liability corporation (LLC)
- ☐ other, _____

CERTIFICATIONS

(check applicable box)

1.Covenants Against Gratuities:

Neither Proposer nor any of its employees, representatives or agents have offered or given gratuities or will offer or give gratuities (in the form of entertainment, gifts or otherwise) to any director, officer or employee of CITILINK with the view toward securing favorable treatment in the awarding, amending, or the making of any determination with respect to Proposer selection or the performance of the Contract.

The undersigned Proposer certifies that the foregoing is true.

Date

Proposer

Authorized Representative

AGREEMENT OF SERVICES/PRODUCTS

TO: Fort Wayne Public Transportation Corporation
801 Saint Francis Drive
Fort Wayne, IN 46808

The undersigned hereby agrees to furnish the product(s)/services as listed in this agreement/proposal in accordance with the specifications on file with the Fort Wayne Public Transportation Corporation, which have been carefully examined and attached hereto.

Signed: _____

Printed Name: _____ Title: _____

Date: _____ Telephone: _____

For (Company): _____

Address: _____

CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT

All primary participants in contracts over \$25,000 shall be required to execute the certification listed below.

The Primary Participant (applicant for an FTA grant or cooperative agreement, or potential contractor for a major third-party contract), _____ certifies to the best of its knowledge and belief, that it and its principals:

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

(If the primary participant (applicant for an FTA grant, or cooperative agreement, or potential third-party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

THE PRIMARY PARTICIPANT (APPLICANT FOR AN FTA GRANT OR COOPERATIVE AGREEMENT, OR POTENTIAL CONTRACTOR FOR A MAJOR THIRD-PARTY CONTACT), CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 *ET SEQ.* ARE APPLICABLE THERETO.

The undersigned authorized representative for the _____ hereby certifies that
(entity)

the _____ has authority under State and local law to comply with the subject
(entity)

assurances and that the certification above has been legally made.

INDIANA E-VERIFY AFFIDAVIT

Contractor shall, in accordance with I.C. § 22-5-1.7, enroll and verify work eligibility status of all newly hired employees of Contractor through the E-Verify program or any other work authorization program approved by the United States Department of Homeland Security or the Department of Homeland Security. Contractor further understands that it is not required to verify work eligibility status of newly hired employees of Contractor through the E-Verify program if the E-Verify program no longer exists. Contractor certifies that it does not knowingly employ any unauthorized aliens.

Signature of Contractor's Authorized Official:_____

Name and Title of Contractor's Authorized Official:_____

Date:_____

CERTIFICATION REGARDING INVESTMENT AND INVESTMENT ACTIVITIES IN IRAN

The Contractor must agree to verify, complete, and comply with the Certification Regarding Investment and Investment Activities in Iran. The Contractor must comply with Indiana Code §5-22-16.5, et seq verifying that the Contractor is not engaged in any investment activities in Iran. False certification may result in the consequences set forth in Indiana Code §5-22-16.5.

The undersigned hereby certifies their compliance with Indiana Code §5-22-16.5

Entity Name (Name of Organization)

Authorized Signature

Printed Name

Title

Address

City, State, Zip Code

Date

LOBBYING

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

Lobbying Certification and Disclosure of Lobbying Activities for third-party contractors are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 C.F.R. §20.110(d)

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

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

Use of "Disclosure of Lobbying Activities," Standard Form-LLL set forth in Appendix B of 49 C.F.R. Part 20, as amended by "Government wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 C.F.R. Part 20.

Byrd Anti-Lobbying Amendment, 31 U.S.C. §1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. §1601, *et seq.*] - Contractors who apply or proposal for an award of \$100,000 or more shall file the certification required by 49 C.F.R. part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress or State legislature, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. §1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. §1352. Such disclosures are forwarded from tier to tier up to CITILINK.

49 C.F.R. PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all 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 was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

The Contractor, accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. §3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official:_____

Name and Title of Contractor's Authorized Official:_____

Date:_____

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352. For this RFQ, in Boxes 1, 2 and 3 – circle A; in Box 4 – put the Bidding firm’s name and address; Boxes 5, 7, 8 and 9 – leave blank; Box 6 has already been completed; Box 10 – put NA if Bidding firm does NOT participate in lobbying; Box 11 - read and complete neighboring box.

1. Type of Federal Action: (circle one) contract grant cooperative agreement loan loan guarantee loan insurance	2. Status of Federal Action: (circle one) bid/offer/application initial award post-award
3. Report Type: (circle one) initial filing material change For Material Change Only: year_____ quarter_____ date of last report_____	4. Name and Address of Reporting Entity: Prime Sub-awardee Tier_____, <i>if known</i>: Congressional District, <i>if known</i>:
5. If Reporting Entity in No. 4 is a Sub-awardee, Enter Name and Address of Prime: Congressional District, <i>if known</i>:	6. Federal Department/Agency:
Federal Program Name/Description: CFDA Number, <i>if applicable</i>:_____	8. Federal Action Number, <i>if known</i>:
9. Award Amount, <i>if known</i>: \$_____	10. a. Name and Address of Lobbying Registrant (<i>if individual, last name, first name, MI</i>): b. Individual Performing Services (<i>including address if different from No. 10a</i>) (<i>last name, first name, MI</i>):
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than	Signature:_____ Print Name:_____ Title:_____ Telephone No.:_____ Date:_____

\$10,000 and not more than \$100,000 for each such failure.	
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