



**CITY OF GREELEY
Purchasing**

**Request for Qualifications
RFQ #F24-07-063**

Shared Micromobility Pilot Sole Operator

for

DEPARTMENT OF PUBLIC WORKS

**REQUEST FOR QUALIFICATIONS (RFQ)
RFQ #F24-07-063**

Procurement Contact: Margaret Almanzar
Email Address: Purchasing@greeleygov.com
Telephone Number: 970-350-9794

Qualifications must be received no later than the date indicated in the Schedule of Events below.

Qualifications received after this date and time will not be considered for award.

ONLY ELECTRONIC RFQ RESPONSES WILL BE ACCEPTED.

Email your RFQ Response to purchasing@greeleygov.com. Only emails sent to purchasing@greeleygov.com will be considered as responsive to the request for qualifications. **DO NOT** submit your RFQ Response to multiple email addresses. Emails sent to other City emails may be considered as non-responsive and may not be reviewed.

Qualifications shall be submitted in a single PDF file under 20MB. The Qualifications must not exceed 25 total pages, excluding cover letter, index or table of contents, front and back covers, billing rate schedule, any mandatory required exhibits, and title pages/separation tabs. Pages shall be 8 ½ x 11 inch except for up to four (4) pages of 11 x 17 inches. Eleven-point font or larger must be used for the qualifications and appendices. Resumes and billing rates, if included as an appendix are not considered part of the 25 pages.

The RFQ number and Project name must be noted in the subject line, otherwise the qualifications may be considered as non-responsive to the RFQ.

Electronic submittals will be held, un-opened, until the time and date noted in the RFQ documents or posted addenda.

Schedule of Events (subject to change)	All times are MST
RFQ Issued	7/22/2024
Pre-Qualification Conference	Not anticipated at this time
Inquiry Deadline	7/26/2024 by 2:00 p.m. via email to purchasing@greeleygov.com
Final Addendum Issued	8/2/2024
Qualifications Due Date	8/12/2024 by 2:00 p.m. via email to purchasing@greeleygov.com
Interviews (tentative)	Not anticipated at this time
Notice of Award (tentative)	8/23/2024

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2	Insurance
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4	Shared Micromobility Business License Requirements

“Public Viewing Copy: *The City is a governmental entity subject to the Colorado Open Records Act, C.R.S. §§ 24-72-200.1 et seq. (“CORA”). Any proposals submitted hereunder are subject to public disclosure by the City pursuant to CORA and City ordinances. Vendors may submit one (1) additional complete proposal clearly marked “FOR PUBLIC VIEWING.” In this version of the proposal, the Vendor may redact text and/or data that it deems confidential or proprietary pursuant to CORA. Such statement does not necessarily exempt such documentation from public disclosure if required by CORA, by order of a court of appropriate jurisdiction, or other applicable law. Generally, under CORA trade secrets, confidential commercial and financial data information is not required to be disclosed by the City. Proposals may not be marked “Confidential” or ‘Proprietary’ in their entirety. All provisions of any contract resulting from this request for proposal will be public information.”*

SECTION I. BACKGROUND, OVERVIEW, AND GOALS

A. Background

The City of Greeley is a home rule municipality with a council-manager form of government and is the county seat and the most populous municipality of Weld County, Colorado. Greeley is in northern Colorado and is situated 52 miles north-northeast of the Colorado State Capitol in Denver. According to the U.S. Census Bureau, the population of the city is roughly 111,000 which makes it the 12th-most populous city in Colorado. The City has an annual budget of ~\$490M with a fiscal year that starts Jan 1st, and employees over 1100 employees. Greeley is a major city of the Front Range Urban Corridor and home to the University of Northern Colorado which is a public baccalaureate and graduate research university with approximately 12,000 students and six colleges as well as Aims Community College, which has served the community since 1967. The heart of Downtown Greeley and the center of UNC's campus are approximately a 1.6-mile bike or scooter ride: the perfect opportunity to create additional micromobility connections between a campus and downtown environment.

Recent community surveys indicate residents' concern and interest in exploring ideas that address housing choice and affordability, traffic congestion and compatible development. The City Council recently established a vision that included a greater focus on all forms of transportation. The Greeley on the Go Transportation Master Plan adopted by the Greeley City Council in March 2023 calls out Transportation Investment for Quality of Life. The 2045 mobility network emphasizes multimodal connectivity that meets current and future travel demands.

Connected and seamless transportation networks provide community members with access to a variety of resources and allow for comfortable travel options by multiple modes. The Greeley on the Go vision was developed to ensure all community members can comfortably travel using a variety of modes. This vision states that Greeley will have: An ample, easy, and connected transportation system that provides seamless mobility to enrich lives and promote economic vitality.

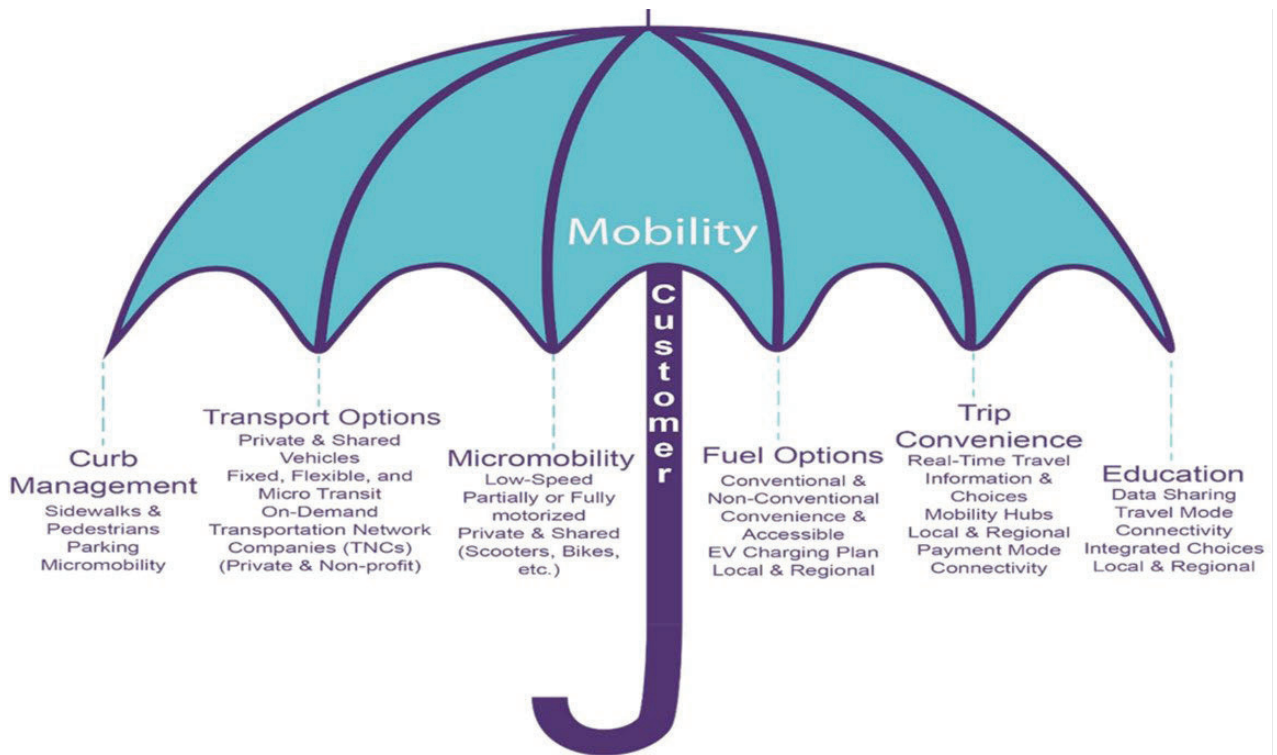
In preparation for this project, the City of Greeley conducted community and stakeholder outreach to understand priorities for shared micromobility in Greeley. Stakeholder and community engagement regarding shared micromobility further emphasized the importance of creating micromobility connections between UNC and Downtown from both the Downtown Development Authority and UNC stakeholders. Furthermore, both community members and stakeholders emphasized the importance and need to educate riders on proper parking and riding behavior, offering connections to key destinations, and the availability of both electric scooters and electric bicycles.

B. Shared Micromobility Pilot Overview

The City of Greeley (City) in partnership with the University of Northern Colorado (UNC) are requesting proposals to select one (1) qualified operator for a one (1) year pilot program to deploy shared micromobility devices in accordance with the City's new pilot Shared Micromobility Business License program. The goal of this RFQ is to identify the most qualified professional shared micromobility operator who will partner with the City and UNC to deploy a pilot program in accordance with the City and University's mobility goals. Identified components of the pilot are outlined in the provided Scope of Work. The City and UNC reserve the right to terminate the pilot program at any time.

C. Mobility Umbrella

As outlined in the Greeley on the Go Master Plan, the new recommended direction for Mobility Services (formally the Transit Division: Greeley-Evans Transit, GET) is that of integrated mobility that focuses on the user and their access to a variety of seamless, connected mobility options that facilitate a variety of trip types. This new vision for mobility integrates transit, on demand options, shared mobility, electric mobility, curb management, and micromobility services through a seamless user interface. As a next step in this integration, the City, in partnership with UNC and a selected shared micromobility vendor, would begin operations of shared micromobility in a pilot zone as outlined in the scope of work. Shared micromobility is viewed by the City as a key first and last mile mobility option to compliment Mobility Services' fixed route transit system. Additionally, the City views connections between UNC and downtown as initial hubs of potential ridership for shared micromobility.



D. Goals

Based on the recommendations from the City's 2045 Transportation Master Plan, the City plans to launch a one-year pilot for community members to rent shared e-scooters and e-bikes provided by a private business operator in downtown Greeley and surrounding areas as outlined in Figure a in the Scope of Services. At this time, the City of Greeley will have a single shared micromobility vendor.

During the 12-month pilot program, which would launch in Summer/Fall 2024, the public will be able to rent these shared micromobility devices while the City and University better understand long-term needs for Shared Micromobility in the City of Greeley. Key pilot study goals include evaluating:

- Options for residents to access shared-use micromobility;
- Impacts of shared-use micromobility businesses on public space;
- The effectiveness of impact mitigation strategies to reduce those impacts;
- The performance of evolving transportation modes; and
- Any necessary pilot business license amendments needed for a long-term agreement with a shared micromobility operator or provider(s).

Related project objectives include implementing the following goals and supporting objectives from the City of Greeley's Transportation Master Plan:

- 2.1 Create and maintain a safe, connected, local and regional layered multimodal transportation network that offers a variety of transportation choices.
- 2.2 Expand and improve existing mobility choices that connect and strengthen the region, city, and neighborhoods.
- 3.2.1 Maximize multimodal access options to community facilities such as schools, health services, libraries, and recreational sites.
- 4.1 Integrate transportation infrastructure that builds on Greeley's reputation as an attractive place for businesses to locate... 4.1.1. Modernize street infrastructure and enhance walkability, streetscape amenities, and multimodal connections in the Downtown and UNC districts.

SECTION II. STATEMENT OF WORK

A. Scope of Services

The City of Greeley and UNC are requesting proposals from qualified companies interested in operating shared micromobility services within the City of Greeley. At this time, the operations of shared micromobility devices will be limited to the shared micromobility pilot zone (figure a), but the City may, in writing from the Project Manager, notify the operator to amend this pilot area based on Council Direction or administrative direction from City Manager or Public Works leadership. The awarded company will be responsible for the operation, build, finance, installation, ownership, maintenance, and promotion of the service and must apply for and maintain good standing with the City of Greeley's Shared Micromobility Business License.

The proposer must have a verifiable proven track record of operating a successful self-service micromobility sharing services. Through this RFQ, the City intends to select one company to operate shared micromobility in the City of Greeley and the University of Northern Colorado and partner with the City and University to make the pilot successful within the community. The City will enter into an agreement with the successful company to receive exclusive access to the city's infrastructure on city-owned real estate, parks, sidewalks, and other rights-of-way deemed practicable and acceptable to the City; the University will enter into an agreement with the successful company to receive exclusive access to the University of Northern Colorado campus.

The company shall provide, install, and operate their service at its own risk and expense. The successful company shall be required to enter into an agreement with the city and obtain and maintain all necessary permits and licensing per city code and ordinances to fulfill the service requirements as set forth herein.

The pilot period will last for a 12-month period from the launch of service. Then, City and University staff in partnership with the selected shared micromobility operator will bring collected data and feedback to the City of Greeley City Council and the University of Northern Colorado leadership to review during the last quarter of the program to determine long-term implementation of the shared micromobility business licensing program. Based on the outcome of the pilot program, the City and UNC may elect at their sole option one or more of the following:

1. Discontinue the shared micromobility device program and revoke the business license(s);
2. Renew the existing Agreements for one (1) year with the option to renew for up to an additional four (4) one-year terms for a total of up to five (5) years;
3. Renegotiate the terms of the Agreement based on the City and UNC's learnings from the pilot program particularly as it relates to the financial model, business licensing standards, and other operational considerations;
4. Not renew the Agreement and initiate a new RFP/RFQ to select a new operator or to select multiple operators for the shared micromobility devices;
5. Such other direction at the City and UNC's sole discretion.

C. Definitions

Shared micromobility means a transportation option providing either dockless or docked devices for short-term rental for point-to-point trips among multiple users where the devices are intended to remain in the public right-of-way or other areas permitted, even when not being rented/used by a user; that are part of a shared fleet; and that use software applications ("apps") to locate, reserve, check out, and process payment for the use of those devices.

Shared micromobility device or "device" means any lightweight, low-powered or human-powered vehicular unit, including, but not limited to, bicycles, electrical assisted bicycles and electric scooters, either dockless or docked, that is part of a shared fleet operating in the city.

Dockless device means a bicycle, electric scooter, electrical assisted bicycle or other city-approved device that does not require a fixed apparatus or infrastructure for its parking, receipt, or return.

Docked devices consist of shared micromobility devices such as a bicycle, electrical assisted bicycle, electric scooter, or other city-approved device that can be rented from an automated station or "docking station" or "docks" and can be returned at the same station or another station belonging to the same system.

Operator means a person or company that owns and operates a shared micromobility fleet and service integrating on-board technology allowing a user to utilize either docked or dockless devices remotely in

designated rights-of-way. The term "operator" includes any employee, agent or independent contractor hired by the operator.

C. Shared Micromobility Pilot Zone

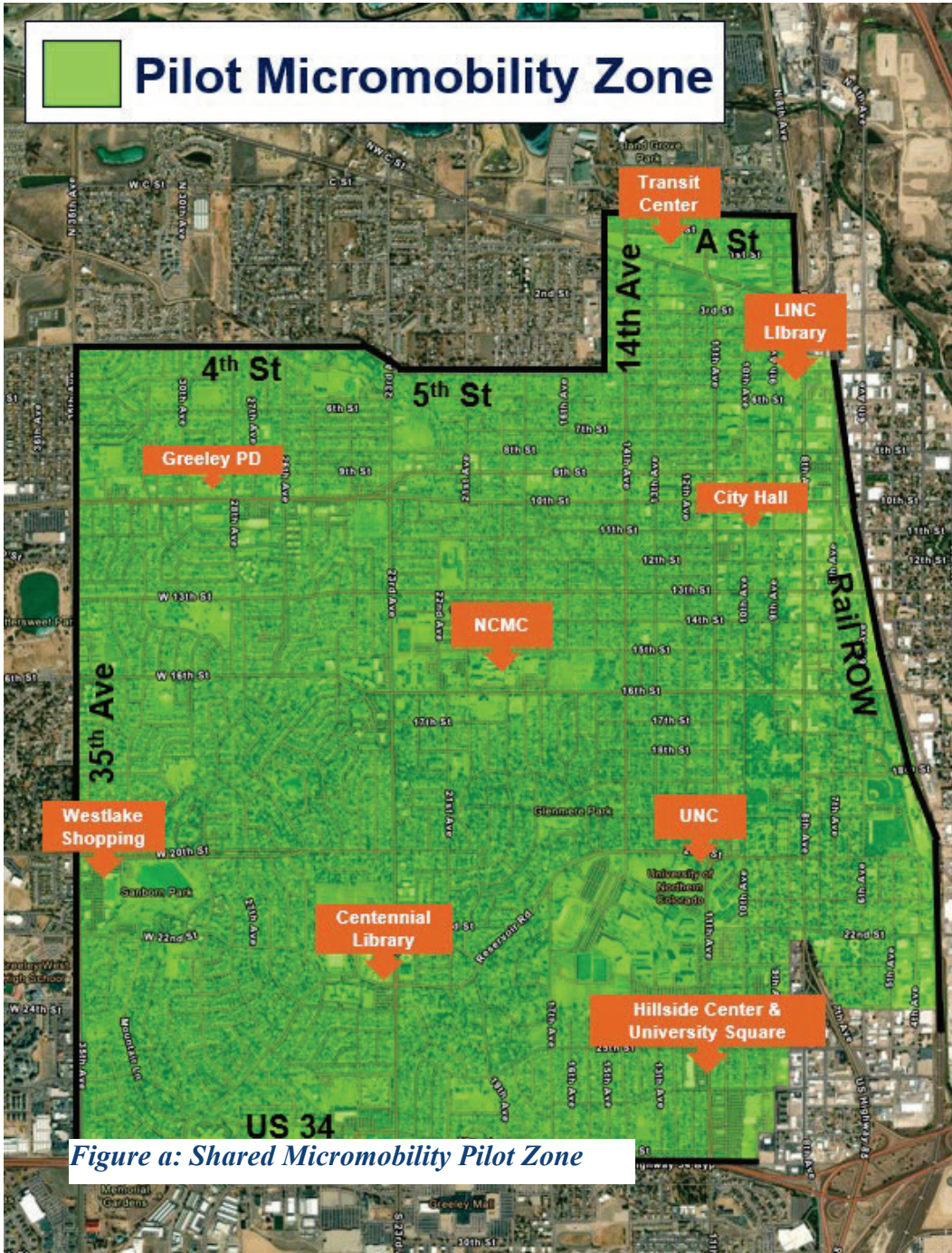


Figure a: Shared Micromobility Pilot Zone

The Shared Micromobility Pilot Zone acts as an initial pilot area for shared micromobility operations within the City of Greeley. This area includes Downtown Greeley, the University of Northern Colorado, and surrounding areas. The operator will need to be able to limit the use of shared micromobility devices by the public outside this pilot zone.

This “Pilot Zone” is defined by the following boundaries as displayed by figure a:

- Western Boundary: 35th Avenue
- Southern Boundary: US34/City of Greeley Municipal Boundary
- Eastern Boundary: Union Pacific Railroad Right-of-Way
- Northern Boundary: Generally, 4th/5th Streets with the exception of 14th to 8th Avenues, which extend to A Street (to include the Greeley Regional Transit Center).

This 6.7 square mile area is populated by approximately 42,000 residents, with key activity centers including Downtown Greeley, UNC, the Northern Colorado Medical Center, and additional

commercial areas such as Hillside Center/University Square, 10th Street, and the Westlake Shopping Center.

The City of Greeley may determine to change this Pilot Zone during the duration of the pilot based upon City Council, City Manager, or Public Works leadership’s directive. The City will provide written notice to the operator if any changes in the pilot zone occur. The City in partnership with the Operator will need to establish additional geofenced areas such as “no ride”, “no park”, “required parking”, or “slow down” zones as needed to maintain safety and system operations in the public space/ right-of-way. Outcomes from the pilot will determine next steps on the operating area for shared micromobility after the pilot period.

C. Eligibility, Prerequisites, and Compliance:

1. The Operator selected under this Request for Qualifications (RFQ) to participate in the pilot program will be required to enter into a separate Licensing Agreements with both the City and UNC. The Service Agreements are subject to negotiation and mutual agreement at the City's and UNC's sole discretion.
2. The Operator will be required to obtain the City of Greeley's Shared Micromobility Business License and maintain good standing with this license throughout the pilot. The Shared Micromobility Business License process states that the City has the ability to deny or revoke such licenses based on the criteria established by the Licensing process and agreement. Licensing Requirements are attached.
3. The Operator must establish designated parking areas ("street corrals" or "parking boxes") in partnership with the City of Greeley and UNC as requested. The City and UNC will determine whether parking is incentivized or mandatory in these designated parking areas. All facilities will be constructed and maintained by the Operator, to the City's and University's codes and specifications.
4. Any shared mobility device that is staged on private property will count toward the Operator's total fleet size limit if the onboard technology will allow the user to check it out at any point.
5. During the pilot program, it is anticipated that the Operator will initially deploy between 100 and 300 devices in the pilot area. However, the City and UNC will seek input from the Operator to optimize deployment quantity. Additional devices may be allowed, at the City's and UNC's discretion, particularly in high-usage locations. During UNC's summer and winter break periods, the number of devices may be temporarily reduced as deemed reasonable by the Operator as mutually agreed upon by UNC and the City. During winter storms, the number of devices may be temporarily reduced as deemed necessary by the City and Operator. These details will be proposed in the operator's Proposed Fleet Operations, Deployment, Distribution, and Service Plan as a component of their Shared Micromobility Business License Application. The City may negotiate standards in and the components of this plan as part of the Licensing Agreement contracting and negotiation process.
6. The City in partnership with UNC may adjust device fleet size requirements and limits based on Operator-provided utilization data, Operator performance, and operational outcomes.
7. The Operator must work with the City and UNC to deploy geofenced "no ride", "slow down", "no parking", "required parking," and "rider alert" zones for planned situations (such as large events) and on-call in emergency situations.
8. The Operator shall provide the City and UNC access to a live tracking and data dashboard to view reports of shared micromobility device usage (daily, by time of day, hours of usage, etc.), ridership, vehicle deployments, popular travel corridors, travel speed, and origin/destination trends.
9. Operator shall provide the City and UNC a monthly updated list of all currently deployed devices, their unique identification numbers, and upon request, user identification related to any ongoing criminal investigation. Operator will also cooperate with any ongoing criminal investigation that involves an e-scooter user.
10. The Operator shall provide the city the following information in monthly reports:
 - a. Customer service complaints/requests;
 - b. Customer service complaint/request response time;
 - c. Community outreach/education events/initiatives and participation;
 - d. Collision and injury reporting involving shared micromobility devices;
 - e. Vehicle repairs and maintenance; quantity of vehicles disposed;
 - f. Changes in staffing
11. The awarded Operator must adhere to all City of Greeley Municipal Code sections. The City has the right to amend its City Code at any time and the licensed Operator must comply with any such amendments as applicable.

D. Period of Award

The completion date of providing the required qualifications shall be submitted August 12, 2024, by 2:00 p.m. via email to purchasing@greeleygov.com.

If the City desires to extend the contract, no later than thirty (30) days prior to expiration, the City's Purchasing Contact may send a notice in writing to the vendor requesting operator pricing for the next twelve-month period. After the City evaluates the operator licensing qualification from the vendor, it will determine whether to extend the contract. All awards and extensions are subject to annual review of performance by the operator and City priorities. The provisions of the foregoing paragraphs with respect to extensions of the terms of the contract shall be null and void if the contract has been terminated or revoked during the initial term or any extension thereof. All decisions to extend the contract are at the option of the City.

E. Minimum Mandatory Qualifications of Offeror

Any offeror (including subcontractors) is required to meet the following minimum qualifications to qualify for selection.

Include an itemized description of how your company meets each of the minimum mandatory qualifications. Failure to meet or exceed these requirements will disqualify your response.

- Should be registered with SAM.gov or have the ability to be registered with SAM.gov within 15 days of the notice of selection;
- Should meet all necessary requirements to conduct business in the State of Colorado; and
- Include a full City of Greeley Shared Micromobility Business License Application as part of this RFQ submission.

SECTION III. ADMINISTRATIVE INFORMATION

A. Issuing Office

The City's contact name listed herein is to be the sole point of contact concerning this RFQ. Offerors shall not directly contact other personnel regarding matters concerning this RFQ or arrange meetings related to such.

B. Official Means of Communication

All official communication from the City to offerors will be via postings on an electronic solicitation notification system, the Rocky Mountain Bid System (www.rockymountainbidsystem.com). The Purchasing Contact will post notices that will include, but not be limited to, qualification document, addenda, award announcement, etc. It is incumbent upon offerors to carefully and regularly monitor the Rocky Mountain Bid System for any such postings.

C. Inquiries

Prospective offerors may make written inquiries by email before the written inquiry deadline concerning this RFQ to obtain clarification of requirements. There will be opportunity to make inquiries during the pre-qualification conference, if any. No inquiries will be accepted after the deadline. Inquiries regarding this RFQ (be sure to reference RFQ number) should be referred to:

E-Mail: Purchasing@greeleygov.com
Subject Line: RFQ #F24-07-063

Response to offerors' inquiries will be published as addenda on the Rocky Mountain Bid System in a timely manner. Offerors cannot rely on any other statements that clarify or alter any specification or other term or condition of the RFQ.

Should any interested offeror, sales representative, or operator find any part of the listed qualifications, specifications, terms and conditions to be discrepant, incomplete, or otherwise questionable in any respect, it shall be the responsibility of the concerned party to notify the Purchasing Contact of such matters immediately upon discovery.

D. Insurance

The successful contractor will be required to provide a Certificate of Insurance (Exhibit 3) or other proof of insurance naming the City of Greeley as "additional insured". Coverage must include COMMERCIAL GENERAL LIABILITY coverage with minimum limits of \$2,000,000, and WORKER'S COMPENSATION coverage with limits in accordance with State of Colorado requirements.

COMPREHENSIVE AUTOMOBILE LIABILITY with minimum limits for bodily injury and property damage coverage of at least \$1,000,000, plus an additional amount adequate to pay related attorneys' fees and defense costs, for each of Operator's owned, hired or non-owned vehicles assigned to or used in performance of this agreement.

The City shall be named as additional Insured for General and Auto Liability Insurance.

Awarded offeror must present the City with proof of Insurance Coverage as required by the City's Shared Micromobility Business Licensing Standards.

E. Modification or Withdrawal of Qualifications

Qualifications may be modified or withdrawn by the offeror prior to the established due date and time.

F. Minor Informalities

Minor informalities are matters of form rather than substance evident from the response or insignificant mistakes that can be waived or corrected without prejudice to other vendors. The Purchasing Manager may waive such informalities or allow the vendor to correct them depending on which is in the best interest of the City.

G. Responsibility Determination

The City will make awards only to responsible offerors. The City reserves the right to assess offeror responsibility at any time in this RFQ process and may not make a responsibility determination for every offeror.

H. Acceptance of RFQ Terms

A qualification submitted in response to this RFQ shall constitute a binding offer. The autographic signature of a person who is legally authorized to execute contractual obligations on behalf of the offeror shall indicate acknowledgment of this condition. **A submission in response to this RFQ acknowledges acceptance by the offeror of all terms and conditions as set forth herein.**

I. Protested Solicitations and Awards

Right to protest. Any actual or prospective offeror who is aggrieved in connection with the solicitation or award of a contract must protest in writing to the City Manager as a prerequisite to seeking judicial relief. Protestors are urged to seek informal resolution of their complaints initially with the Purchasing Manager. A protest shall be submitted within ten (10) calendar days after such aggrieved person knows or should have known of the facts giving rise thereto. A protest with respect to an invitation for bids or request for qualifications shall be submitted in writing prior to the opening of bids or the closing date of qualifications, unless the aggrieved person did not know and should not have known of the facts giving rise to such protests prior to bid opening or the closing date for qualifications.

1. Stay of procurement during protests. In the event of a timely protest under Subsection (A) of this Section, the Purchasing Manager shall not proceed further with the solicitation or award of the contract until all administrative and judicial remedies have been exhausted or until the City Manager

makes a written determination on the record that the award of a contract without delay is necessary to protect substantial interest of the City. (Ord. 75, 1984 §2 (part))

J. Confidential/Proprietary Information

All qualifications will be confidential until a contract is awarded and fully executed. At that time, all qualifications and documents pertaining to the qualifications will be open for public inspection, except for material that is proprietary or confidential. However, requests for confidentiality can be submitted to the Purchasing Contact provided that the submission is in accordance with the following procedures. This remains the *sole responsibility* of the offeror. The Purchasing Contact will make no attempt to cure any information that is found to be at a variance with this procedure. The offeror may not be given an opportunity to cure any variances after qualification opening. **Neither a qualification in its entirety, nor billing rates will be considered confidential/proprietary.** Questions regarding the application of this procedure must be directed to the Purchasing Contact listed in this RFQ.

K. Acceptance of Qualifications Content

The contents of the qualification (including persons specified to implement the project) of the successful offeror shall become contractual obligations into the contract award. Failure of the successful offeror to perform in accordance with these obligations may result in cancellation of the award and such offeror may be removed from future solicitations.

L. RFQ Cancellation

The City reserves the right to cancel this RFQ at any time, without penalty.

M. Negotiation of Award

In the event only one (1) responsive qualification is received by the City, the City reserves the right to negotiate the award for the services with the offeror submitting the qualification in lieu of accepting the qualification as is.

N. Contract

A sample copy of the contract award the City will use to contract for the services specified in this RFQ is attached as Exhibit 2. The attached contract is only a sample and is not to be completed at this time. **A submission for this RFQ indicates acceptance of the terms and conditions of the contract.**

O. RFQ Response/Material Ownership

All material submitted regarding this RFQ becomes the property of the City of Greeley, unless otherwise noted in the RFQ.

P. Incurring Costs

The City and University are not liable for any cost incurred prior to issuance of a legally executed contract and/or a purchase order.

Q. Utilization of Award by Other Agencies

The City of Greeley reserves the right to allow other State and local governmental agencies, political subdivisions, and/or school districts to utilize the resulting award under all terms and conditions specified and upon agreement by all parties. Usage by any other entity shall not have a negative impact on the City of Greeley in the current term or in any future terms.

R. Non-Discrimination

The offeror shall comply with all applicable state and federal laws, rules and regulations involving non-discrimination on the basis of race, color, religion, national origin, age or sex.

S. News Releases

Neither the City, University, nor the offeror, shall make news releases pertaining to this RFQ prior to execution of the contract without prior written approval of the other party. Written consent on the City's behalf is provided by the City of Greeley's Department of Communications and Engagement.

T. Certification of Independent Price Determination

1. By submission of this qualification each offeror certifies, and in the case of a joint qualification each party, thereto certifies as to its own organization, that in connection with this procurement:
 - a) The billing rates in this qualification have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
 - b) Unless otherwise required by law, the billing rates which have been quoted in this qualification have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening, directly or indirectly to any other offeror or to any competitor; and
 - c) No attempt has been made or will be made by the offeror to induce any other person or operator to submit or not to submit a qualification for the purpose of restricting competition.
2. Each person signing the Request for Qualification form of this qualification certifies that:
 - a) He/she is the person in the offeror's organization responsible within that organization for the decision as to the qualifications and prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to (1.a) through (1.c) above; or
 - b) He/she is not the person in the offeror's organization responsible within that organization for the decision as to the qualifications and prices being offered herein but that he/she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (1.a) through (1.c) above, and as their agent does hereby so certify; and he/she has not participated, and will not participate, in any action contrary to (1.a) through (1.c) above.
3. A qualification will not be considered for award where (1.a), (1.c), or (2.) above has been deleted or modified. Where (1.b) above has been deleted or modified, the qualification will not be considered for award unless the offeror furnishes with the qualification a signed statement which sets forth in detail the circumstances of the disclosure and the City's Purchasing Manager, or designee, determines that such disclosure was not made for the purpose of restricting competition.
4. The Contract Documents may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document. The Contract Documents, including all component parts set forth above, may be executed and delivered by electronic signature by any of the parties and all parties consent to the use of electronic signatures.

U. Taxes

The City of Greeley is exempt from all federal excise taxes and all Colorado State and local government sales and use taxes. Where applicable, contractor will be responsible for payment of use taxes.

V. Assignment and Delegation

Neither party to any resulting contract may assign or delegate any portion of the agreement without the prior written consent of the other party.

W. Availability of Funds

Financial obligations of the City of Greeley payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. In the event funds are not appropriated, any resulting contract will become null and void without penalty to the City.

X. Standard of Conduct

The successful operator shall be responsible for maintaining satisfactory standards of employees' competency, conduct, courtesy, appearance, honesty, and integrity, and shall be responsible for taking such disciplinary action with respect to any employee as may be necessary.

The City may request the successful operator to immediately remove from this assignment any employee found unfit to perform duties due to one or more of the following reasons:

1. Neglect of duty.
2. Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions or fighting.
3. Theft, vandalism, immoral conduct or any other criminal action.
4. Selling, consuming, possessing, or being under the influence of intoxicants, including alcohol, or illegal substances while on assignment for the City.

Agents and employees of contractor or operator working in City facilities shall present a clean and neat appearance. Prior to performing any work for the City, the operator shall require each of their employees to wear ID badges or uniforms identifying: the operator by name, the first name of their employee and a photograph of their employee if using an ID badge. Their employee shall wear or attach the ID badge to the outer garments at all times during the performance of the Scope of Work.

Y. Damages for Breach of Contract

In addition to any other legal or equitable remedy the City may be entitled to for a breach of this Contract, if the City terminates this Contract, in whole or in part, due to contractor's breach of any provision of this Contract, contractor shall be liable for actual and consequential damages to the City.

Z. Other Statutes

1. The signatory hereto avers that he/she is familiar with Colorado Revised Statutes, 18-8-301, et seq. (Bribery and Corrupt Influence) and 18-8-401, et seq. (Abuse of Public Office) as amended, and that no violation such provisions is present.
2. The signatory hereto avers that to his/her knowledge, no City of Greeley employee has any personal or beneficial interest whatsoever in the service or property described herein. See CRS 24-18-201 and CRS 24-50-507.

SECTION IV. QUALIFICATION SUBMISSION

Following are the response requirements for this RFQ. All specific response items represent the minimum information to be submitted. Deletions or incomplete responses in terms of content or aberrations in form may, at the City's discretion, render the qualification non-responsive.

RFQ responses must be emailed to purchasing@greeleygov.com. Only emails sent to purchasing@greeleygov.com will be considered as responsive to the request for qualifications. **DO NOT** submit your RFQ Response to multiple email addresses. Emails sent to other City emails will be considered as non-responsive and will not be reviewed.

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The RFQ number and Project name must be noted in the subject line, otherwise the qualifications may be considered as non-responsive to the RFQ.

Electronic submittals will be held, un-opened, until the time and date noted in the RFQ documents or Posted addenda.

To facilitate the evaluation, offeror shall submit and organize all responses in the same order as listed in Section V. Statement of Qualifications that are determined to be at a variance with this requirement may not be accepted.

Late proposals will not be accepted. It is the responsibility of the offeror to ensure that the Statement of Qualifications are received at the City of Greeley's Purchasing Division on or before the qualifications due date and time.

SECTION V. RESPONSE FORMAT

The following items are to be included in your qualifications, in the order listed. Deviation from this may render your qualifications non-responsive.

A. Cover Letter

Include a cover letter introducing your company, summarizing your qualifications, and any other areas of the RFQ you may want to emphasize. This letter should also provide principal contact information for this RFQ, including address, telephone number, fax number, e-mail, and website (if applicable).

B. Use of Subcontractors/Partners

There may be areas for use of subcontractors or partners in this project. If you are utilizing this approach, your qualifications must list the subcontractors/partners, their area(s) of expertise, and include all other applicable information herein requested for each subcontractor/partner. Please keep in mind that the City will contract solely with your company, therefore subcontractors/partners remain your sole responsibility.

C. Minimum Mandatory Qualifications

Include an itemized description of how your company meets each of the minimum mandatory qualifications outlined in Section II, E. Failure to meet or exceed these requirements will disqualify your response.

D. Company Information

1. Provide the following information as listed: Company Name, Address, Phone Number, and Names of Principals.
2. Identify the year in which your company was established and began providing shared micromobility services.
3. Describe any pending plans to sell or merge your company.
4. Provide a comprehensive listing of all the services you provide.

D. Evaluation Criteria

Evaluation Criterion #1 - e.g., Company and Personnel Qualifications

1. Describe your customer service philosophy.
2. Provide information from at least three projects of similar scope (provide examples of similar size and scope of Greeley if available). Include, at a minimum, the following information:
 - a. Company name; b. Contact name; c. Phone number; d. Email address; e. Brief description of the project scope and value; and f. Status of the project to date, and current ridership.

The City reserves the right to contact the references provided in your qualifications as well as other references without prior notification to you.

3. Provide an organizational structure (flow chart), showing all personnel who will work on executing the Scope of Services, including any hiring needed to perform the Scope of Services. Please note that any changes in key personnel, especially the Project Manager, from those proposed in the proposal will need to be approved by the City. The City reserves the right to cancel the contract if there is a significant change in the staffing plan and personnel proposed to work on the project. Would you intend to have a centralized office/warehouse in the Greeley area? If the office/warehouse location is known, what is the proposed distance from that office/warehouse to the following address: 1636 10th Ave, Greeley, CO 80639 (near the center of the proposed pilot area)?
4. List the names of the subcontractors you expect to use, if any, the services to be provided by the subcontractors and the amount of time that each is expected to spend on the project. Also, include the names and resumes of the key subcontractor personnel who will be working on the project, if any.
5. Staffing Matrix: Provide a staffing matrix that graphically depicts the key personnel identified in above, who worked on the example projects listed above, and what their role was with respect to each example project. List the roles and responsibilities each of those personnel will have with respect to the proposed scope of work and availability of the staff to work on the scope of work.
6. Provide a specific timeline for the execution of the scope of work for the pilot. Show milestones and completion dates on the schedule including the deployment of devices, anticipated education/marketing/outreach, etc.
7. Describe the methods and timeline of communication your company will use with the City's project manager, other involved City staff, and other interested parties.

Evaluation Criterion #2 – e.g., Approach to Scope of Work

1. Describe any project approaches or ideas that you would apply to this project and that you feel would enhance the quality of your services and best facilitate the goals and objectives outlined within this RFQ.
2. Please describe your assessment of the City of Greeley as a shared micromobility marketplace. Describe the system you would provide to the City of Greeley including fleet size, types of vehicles proposed, phasing, anticipated launch timeline, and general concept for vehicle parking (e.g. stations, bike racks, incentivized parking vs mandatory parking requirements, etc.) in the current pilot area during the pilot timeframe. Please note potential service area and fleet size expansion after the pilot period from your company's perspective.
3. Please describe the types of outreach, marketing, engagement, and education your company would provide to promote the use of the system, ensure equitable access, and reach people with disabilities, older adults, low-income residents, diverse populations, and traditionally underserved populations.
4. Please describe how you will provide shared micromobility service with minimal management and financial contributions from the City of Greeley and sustain service. Detail your proposed pricing structure(s) for public riders/users.

5. Please describe how your company would discourage users from parking shared micromobility devices in a way that:
 - disrupts the flow of traffic (either on sidewalks or roadways),
 - blocks ADA pathways and access points,
 - blocks business access points, or
 - is left on private property.

Please outline your company's standard operating procedure and response time for receiving a complaint from the public that a device has been parked incorrectly.

6. Please describe how your company encourages riders to practice safe and responsible riding behavior. Please provide programmatic examples your company has worked on in other peer agencies/municipalities. Detail standard reporting procedures when one of your company's devices is involved in a crash or a rider has sustained an injury.
7. Please describe how your company's technology integrates with other mobility options such as transit, on-demand transportation, and other transportation options including existing or planned capabilities for payment integration. Describe your company's thoughts and capacity to integrating your services into a Mobility-as-a-Service application in partnership with the City of Greeley as the City works to achieve its integrated mobility service model. This would likely occur after the pilot period. The city is seeking partnerships who will help achieve an integrated mobility model.
8. Please attach example schematics of the devices proposed to be deployed in this scope of work. Outline how these vehicles/devices comply with safety standards established by the Consumer Product Safety Commission as well as Federal, State, and Local regulations. Include maximum speeds, vehicle functionality, GPS average accuracy, average vehicle lifespan, and recommended maintenance schedules.
9. Please attach example schematics of standard "street corrals"/ designated parking areas your company would propose for this scope of work. The City of Greeley and UNC have the right to work with your company to amend these designs.

F. Qualification Acknowledgement

Include this form as provided in Exhibit 1.

G. Certificate of Insurance

A sample Certificate of Insurance is provided in Exhibit 3.

H. Debarment Form

Include this form as provided in Exhibit 4.

SECTION VI. EVALUATION AND AWARD

A. Qualifications Evaluation

All qualifications submitted in response to this RFQ will be evaluated by a selection committee in accordance with the criteria described below. Total scores will be tabulated, and the highest ranked operator will enter into negotiations.

If the City requests presentations by short-listed offerors, committee members may revise their initial scores based upon additional information and clarification received in this phase. Please note that presentations have been tentatively scheduled per the Schedule of Events on the first page of this RFQ. If your company is invited to give a presentation to the committee, these dates may not be flexible.

In preparing responses, offerors should describe in detail how they propose to meet the specifications as detailed in the previous sections. Specific factors will be applied to qualification information to assist the City in selecting the most qualified offeror for this contract. Following are the evaluation criteria that will be used. Criteria will be assigned a points value.

List Evaluation Criteria here:

- | | | |
|----|---------------------------------------|-----------|
| 1. | Company and Personnel Qualifications: | 40 Points |
| 2. | Approach to Scope of Work: | 60 Points |

A presentation and/or demonstration may be requested by short-listed offerors prior to award. However, a presentation/demonstration may not be required, and therefore, complete information should be submitted with your qualifications.

B. Determination of Responsibility of the Offeror

The City of Greeley awards contracts to responsible offerors only. The City reserves the right to make its offeror responsibility determination at any time in this RFQ process and may not make a responsibility determination for every offeror.

The City of Greeley's Municipal Code defines a "Responsible Offeror" as one who has "the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance." The City reserves the right to request information as it deems necessary to determine an offeror's responsibility. If the offeror fails to supply the requested information, the City shall base the determination of responsibility upon any available information or may find the offeror non-responsible if such failure is unreasonable.

COOPERATIVE PURCHASING STATEMENT

The City of Greeley encourages and participates in cooperative purchasing endeavors undertaken by or on behalf of other governmental jurisdictions. To the extent, other governmental jurisdictions are legally able to participate in cooperative purchasing endeavors; the City of Greeley supports such cooperative activities. Further, it is a specific requirement of this proposal or Request for Qualifications that pricing offered herein to the City of Greeley may be offered by the vendor to any other governmental jurisdiction purchasing the same products. The vendor(s) must deal directly with any governmental agency concerning the placement of purchase orders, contractual disputes, invoicing, and payment. The City of Greeley shall not be liable for any costs or damages incurred by any other entity.

**EXHIBIT 1
QUALIFICATION ACKNOWLEDGEMENT**

The offeror hereby acknowledges receipt of addenda numbers _____ through _____.

Falsifying this information is cause to deem your qualification nonresponsive and therefore ineligible for consideration. In addition, falsification of this information is cause to cancel a contract awarded based on one or both of the above preferences.

By signing below, you agree to all terms & conditions in this RFQ.

Original Signature by Authorized Officer/Agent

Type or printed name of person signing

Company Name

Title

Phone Number

Vendor Mailing Address

Fax Number

City, State, Zip

Qualifications Valid Until (at least for 90 days)

E-Mail Address

Website Address

Project Manager:

Name (Printed)

Phone Number

Vendor Mailing Address

Fax Number

City, State, Zip

Email Address

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

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

PRODUCER ABC Insurance Company P. O. Box 1234 Anywhere, USA	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	PRODUCER CUSTOMER ID #:	
	INSURER(S) AFFORDING COVERAGE	
INSURED Sample Certificate	INSURER A : Financial Rating of A	NAIC #
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y					EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y				<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
City of Greeley is named as Additional Insured on General Liability and Automobile Liability. Waiver of subrogation is included on Workers Compensation. This insurance is primary and noncontributory to insurance policies held by the City.

CERTIFICATE HOLDER City of Greeley 1000 10th St Greeley, CO 80631-3808	CANCELLATION No material change or cancellation of this policy shall be effective without ten (10) days prior written notice to the City of Greeley. AUTHORIZED REPRESENTATIVE
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EXHIBIT 3
DEBARMENT/SUSPENSION CERTIFICATION STATEMENT
(Include one for each sub-operator as applicable)

The proposer certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal, State, County, Municipal or any other department or agency thereof. The proposer certifies that it will provide immediate written notice to the City if at any time the proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstance.

UEI # (Optional) _____

Name of Organization _____

Address _____

Authorized Signature _____

Title _____

Date _____

**EXHIBIT 4
SHARED MICROMOBILITY BUSINESS LICENSE REQUIREMENTS**

City of Greeley Shared Mobility Business License Requirements

I. Operator Requirements

- a. “Operator” means a person or company that owns and operates a shared micromobility fleet and service integrating on-board technology allowing a user to utilize either docked or dockless devices remotely in designated rights-of-way. The term “operator” includes any employee, agent, or independent contractor hired by the operator.
- b. Maintain a contractual agreement/licensing agreement with the City of Greeley to provide shared micromobility services in accordance with City standards as negotiated between the City and the Shared Micromobility Business.

II. Device Requirements:

a. Device Minimum Safety Standards

- i. All vehicles must comply with safety standards established by the Consumer Product Safety Commission and all other federal, state, and city safety standards:
 - 1. For e-bikes/ electric-assist bicycles, refer to CPSC Public Law “107-319” for maximum engine wattage. These standards are evolving, so as the CPSC, State, and Federal recommendations evolve, the City may require or request fleet standards are updated by the operator.
 - 2. All vehicles must be certified as safe to operate under any applicable standard by Underwriters Laboratories or an equivalent safety rating agency.
- ii. All devices/vehicles must have a unique identifier prominently displayed on both sides of each vehicle. This ID number will correlate with any records of that unique device.
- iii. Each device must be equipped with on-board GPS, capable of providing real-time location data.
- iv. Each device must be equipped with brakes, reflectors, and lights meeting state and local law.
- v. Speed Requirements

1. The maximum electric assist speed of devices are as follows:

Shared Micromobility Device Maximum Speed	
Device Type	Maximum Speed
eScooters	15 mph
Class 1-eBikes	20 mph
Other Shared Micromobility Devices	20 mph or as determined by the City depending on vehicle specifications.
Slow Zone	5-12 mph, as determined by the City and UNC for such area(s)
Non-electric assist, eScooters	Approximately 0-3 mph
Non-electric assist, eBikes	Approximately 0-10 mph
Prohibited spaces	User must walk vehicle, vehicle makes alert noise to indicate a prohibited area

- 2. Devices must be able to have “slow down” zones that reduce the speed as required by the City. This will likely be deployed in high-pedestrian areas and/or during events.
- vi. In the case of an immediate equipment safety issue of limited spread, devices must be able to be remotely locked by the operator when they are reported or believed to be inoperable or unsafe to ride until the device is removed, repaired, and placed back into public service. Operators must be able to turn off the vehicle upon notification of a safety hazard, then remove the vehicle from service when necessary.
- vii. In the case of an immediate equipment safety issues of an unknown scale, operators must immediately disable all potentially affected vehicles upon notification, then removed vehicles from city streets within 24 hours until further investigation can be completed. Relaunch must be approved by the City.

b. Batteries

- i. Operators must detail battery safety practices in the Fleet Operations, Deployment, Distribution, and Service Plan, including:
 - 1. How operators will charge, store, and dispose of batteries, including timelines for disposal and contracts in place for disposal.
 - 2. The operator’s prior incidents involving battery tampering and procedures for preventing future incidents of battery tampering.
 - 3. Information regarding the battery management system(s) the operator uses, including where this information is stored and the level of information about battery health that the operator is receiving.
 - 4. How the operator identifies at-risk vehicles and how the operator responds to these identified risks.
- c. Geofencing
 - i. Operators must provide geofencing to limit and control the use of devices to specified service areas. Geofencing can include functionalities such as “no ride”, “no park”, “incentivized parking”, and “required parking” areas as specified by the City in public space and by UNC on UNC property.
 - ii. Devices must be able to be limited to specified service areas. When the device leaves the service area, the device should alert the user that the device is out of the service area, both in-app and through an audible noise from the device itself.
 - iii. Operators must be able to deploy a geofenced area within 48-hours notice of a planned occurrence (such as an event, street maintenance, a new shared micromobility parking area, etc.) or by-demand for emergency situations (such as severe weather or another emergency).
 - iv. Operators shall include an in-app explanation of geofencing.
 - v. The City reserves the right to determine restricted or limited access areas. The City will notify the operator of such restricted or limited areas, whether temporary or permanent, with a minimum of 48 hours notice.
 - vi. The City shall provide operators with shapefiles to indicate geofenced borders.
- d. App Communication/ Issue Reporting
 - i. Customers/Users and the public must be provided with specified mechanisms including both a phone number and an in-app feature to notify the operator that there is a safety or maintenance issue with their vehicle.
- e. Device Maintenance and Safety Plan
 - i. The Operator must develop and share with the City their Device Maintenance and Safety Plan. This should include detailed information about equipment maintenance and inspection schedules, repair, safe battery handling practices, and staffing/training. This includes:
 - 1. Operators must conduct full maintenance checks on each vehicle in their fleet, once a month at minimum.
 - 2. Operators should conduct weekly on-street checks on all heavily-used vehicles and repair/replace components as needed on an ongoing basis.
 - 3. Operators should provide a signed certification for all maintenance actions.
 - 4. Operators must keep a record of maintenance activities, including but not limited to vehicle identification number and maintenance performed. This will be sent to the City on a monthly basis.
 - ii. Operators must notify the City any incidents/crashes/injuries with any devices in their fleet in public or private space; including but not limited to: crashes, structural integrity issues, fires, tampering, damaged/leaking batteries, and electrical/charging issues.

III. Mobile Phone Application “App” Functionality Requirements:

- a. The operator must have a public-facing mobile phone application which a user/customer may rent a shared micromobility device with. Users must be able to see the location of active devices as well as that device’s current charge/status. The application must include boundaries of “no ride”, “no park”, “slow down”, and “incentivized parking” zones. Users must be able to report information on the functionality of the device to

alert the operator of any maintenance needed and users must be able to report devices parked incorrectly to alert the operator.

- b. This app must provide a means of electronically communicating to the user or customer when the device has been operated in non-permitted areas both at the time of such an occurrence happening and at the conclusion of the trip. Each occurrence shall be recorded for data/reporting purposes.
- c. This app must provide a means of electronically communicating to the user or customer when the device has been parked in non-permitted areas. Each occurrence shall be recorded for data/reporting purposes.
- d. This app must have functionality to verify a user/customer's age if requested by the City of Greeley.
- e. The application must have functionality to provide riders/users with education on both how to ride safely (including rules of the road) as well as how to park correctly. The City may require users to pass a short quiz prior to being able to unlock a shared micromobility device.
- f. Users should be able to report in the application if a device is malfunctioning and/or inoperable, parked incorrectly, or of any other issues related to the operation of the device or application.

IV. Licensing Process:

- a. The initial pilot phase will last a period of 12 months.
- b. The City of Greeley will accept Shared Micromobility Business License Applications as part of a Request for Qualifications process in Spring 2024. At this time, the City of Greeley is conducting a one-year pilot program to evaluate the Shared Micromobility Business Licensing Process. After that pilot, this Shared Micromobility Business License Application may be updated or amended as needed.
- c. The City has the right to revoke the Shared Micromobility Business License if the operator fails to meet the terms of their License Agreement/Contract. The operator must remain in good standing throughout the duration of the license. Examples of actions which could cause the City to revoke such license include:
 - i. Service being operated in a manner that constitutes a nuisance or is injurious to public health, safety, and welfare;
 - ii. Service being operated that violates any condition of the license agreement or city-approved application, plan, or applicable laws;
 - iii. The operator fails to pay fines, penalties and fees, or damages lawfully assessed upon it;
 - iv. The operator fails to collect its vehicles within 30 days of receiving written notice from the city of impoundment.

V. City Fees and Bonds

- a. If the City incurs any costs for addressing or abating any license violations, including impound fees, costs to recover a vehicle from a waterway, or other ancillary costs, including repair or maintenance of public property, the operator should reimburse the City for those costs within thirty (30) days.
- b. Operators must hold in escrow sufficient funds to cover the cost of removing all equipment from the public right-of-way and UNC's campus. This would be used in the case of the operator ceasing operations or is otherwise required by the City to remove equipment.

VI. Parking Requirements

- a. The operator must develop and share with the City and UNC a Parking Management Plan with the following components:
 - i. How the operator will deploy geofencing capabilities,
 - ii. How the operator will communicate with customers about appropriate parking locations,
 - iii. How the operator will detect and move improperly parked vehicles and respond to city requests, and
 - iv. How the operator's staff will rebalance service and train their staff to ensure vehicles are parked correctly.
- b. The operator must establish designated parking areas ("street corrals" or "parking boxes") in partnership with the City of Greeley and UNC as requested. The City and UNC will determine whether parking is incentivized or mandatory in these designated parking areas. All facilities will be constructed and maintained by the Operator, to the City's and University's codes and specifications. The operator should provide proposed schematics for designated parking areas that the City and UNC may work with the operator to establish a final standard design. All locations for designated parking areas must be approved by the City and/or UNC (depending on the property owner for the location of the parking area).

- i. Designated Parking Areas must be marked with neutral, non-branded, or universal-branded signage to best inform customers of where vehicles
 - c. General Parking Requirements / Parking in Public Space (City-owned property):
 - i. Devices should not be parked within 10' of a crosswalk or curb ramp.
 - ii. Devices parked on sidewalks may only be parked not blocking the flow of traffic or ADA compliance, preferably in the "street furniture zone".
 - iii. A minimum 6' clear path is required for all sidewalk corral locations.
 - iv. Devices shall not block bus loading areas in compliance with the ADA and shall not prevent bus operations from deploying ramps.
 - v. Devices shall not be parked on private property without the written permission of such private property owner. Devices parked on private property will be relocated in compliance with the agreed upon Fleet Distribution and Service Plan, and complaints from property owners of devices parked on their property shall be addressed in a timely manner. The operator shall keep a record of all written permission of such parking agreements with private property owners that the City may request to ensure compliance with this requirement.
 - d. Parking at UNC:
 - i. UNC will have specific on-campus camping parking requirements that the University and

VII. Operational Requirements:

- a. General
 - i. The Operator will be required to hire locally-stationed staff to implement this Device Maintenance and Safety Plan, oversee and manage operations, coordinate engagement efforts, and coordinate with the City.
 - ii. Operators must provide the City with the name and contact phone number for a senior-level local staff person who can liaise with the City any time (24/7) to address operational issues.
- b. Fleet Operations, Deployment, Distribution, and Service Plan
 - i. The operator will be required to submit a deployment plan as part of the Shared Micromobility Business License Application. This proposed Plan should incorporate the following components:
 - 1. Number of devices per device type in the proposed fleet,
 - 2. Schematics of each proposed device type in the proposed fleet (include how this device meets the device requirements),
 - 3. Recommended locations for designated parking areas,
 - 4. Recommended locations for high-use deployment,
 - 5. Recommended locations for equity-based deployment,
 - 6. Standards for relocation of a device (based on usage or other factors),
 - 7. Special Events Deployment Plan/Operations, and
 - 8. Any other details the operator would like to share with the City regarding their operations standards.
- c. Rebalancing and Fleet Redistribution
 - i. Operators are required to monitor the distribution of their fleet across the service area and rebalance their fleet within the service area to balance availability and meet demand.
 - ii. Operators are required to outlining how the operator will deploy and maintain a specified number of vehicles or % of fleet at high-priority locations as identified by the City and UNC (such as bus stops, the downtown area, etc.) as a component of the Proposed Fleet Operations, Deployment, Distribution, and Service Plan
 - iii. Operators will be required to rebalance devices outside of areas identified as high-priority that have not moved within a 48-hour timeframe to areas identified as high-priority or areas identified by the operator to need additional devices based on user demand.
- d. Fleet Size
 - i. The City and Operator will establish fleet minimums and maximums as part of the Licensing Agreement. This may include a ratio of electric scooters to electric bicycles. This will include a dynamic fleet cap to reflect city priorities.

- ii. The license may be revoked if an operator does not deploy a minimum number of vehicles within 60 days of the issuance of their license.
 - iii. The number of devices/vehicles and the service area for the operator must be approved in writing by the city prior to the operator implementing any changes outside the agreed upon fleet size and service area established by the license agreement.
- e. Fleet Relocation/Removal
- i. Inoperable, damaged, unsafe, irretrievable, and improperly parked devices must be addressed in a timely manner by the operator. Therefore, operators must:
 - 1. Remove inoperable, damaged, or unsafe vehicles from the public right-of-way within 48 hours; the operator shall remotely disable these vehicles until they are able to be removed;
 - 2. Remove devices/vehicles that interfere with, impede, or obstruct clear passage or accessibility on the public right-of-way within 2 hours of notice from the City or UNC;
 - 3. Recover vehicles that are irretrievable by the general public within 48 hours;
 - 4. Dispose of equipment if the company ceases operations in the City of Greeley.
 - ii. Any shared mobility device that is staged on private property will count toward the Operator's total fleet size limit if the onboard technology will allow the user to check it out at any point.
 - iii. The City and UNC reserve the right to move, remove, and permanently dispose of vehicles/devices at the operator's expense when the City or UNC find it necessary to remove equipment from public space or from the UNC campus property. This may occur due to an operator not responding within the required timeframe.
 - iv. The Operator must develop an Emergency Management/Severe Weather Plan to address fleet removals in case of severe weather and other emergencies. Such plans must be coordinated and filed with the City.
 - v. The Operator must work with the City to develop deployment/parking operations for special events and routine street maintenance.

VIII. Data and Reporting Requirements

- a. The operator shall provide access to both the City and UNC to a live dashboard for both organizations to view reports of shared micromobility device usage, ridership, vehicle deployments, popular travel corridors, travel speed, and origin/destination trends. This dashboard must allow the City and UNC to accurately determine license compliance, evaluate system performance and impact, and answer other planning, research, regulatory, and compliance questions.
- b. Operator shall provide the City and UNC a monthly updated list of all currently deployed devices, their unique identification numbers, and upon request, user identification related to any ongoing criminal investigation. Operator will also cooperate with any ongoing criminal investigation that involves an e-scooter user.
- c. The City reserves the right to:
 - i. Specify new data formats and requirements as new technology is developed,
 - ii. Share data with third-party researcher/organizations to fulfill planning, research, regulatory, or compliance needs,
 - iii. Hire a third party to perform security audit(s) at any time the city determines an audit is warranted,
 - iv. Request additional aggregated reports to ensure system safety, and licensing compliance,
 - v. Suspend or revoke permits of operators found to be submitting incomplete or inaccurate data, and
 - vi. Require that companies send an opt-in user survey to all users for the City to better understand the users of a system for planning purposes.
- d. Mobility Data and User Privacy:
 - i. Operators must develop, implement, and share a privacy policy that complies with relevant state and federal laws/acts. At a minimum, the policy should include:
 - 1. Recognition that trip data can become personally identifiable information, especially when combined with other data sources, and should be treated as such in policy and practice.
 - 2. Defined limitations on collection, storage, or usage of any personal data or personally identifiable information of program participants to the satisfaction of the city.
 - 3. Protocols for who has access to data and what to do in the case of data breach.

4. Protocols for records retention in full accordance with local and state policies.
- ii. The operator must use a combination of common data formats and tools to gather and analyze data provided by shared micromobility companies including General Bikeshare Feed (GBFS) and Mobility Data Specification (MDS). These data formats must be available to the public for use in creating apps that may not be affiliated with the City or the operator's company.
- iii. Operators are restricted from collecting personal data related to race, gender, or religion except for survey data collected on an opt-in basis and for a public purpose expressly set forth by the city.
- iv. Operators are restricted from instituting retroactive changes to privacy policies or terms of use.
- e. The operator must provide the following as part of a monthly report to both the City and UNC:
 - i. Reports of correspondence received from customer inputs (such as the customer service hotline, email, and in-app reports). This should include telephone wait times, email response times, a description of the nature of each inquiry or complaint, and on-the-ground response time to address any issues from customers. This monthly report includes:
 1. Customer service complaints/requests;
 2. Customer service complaint/request response time;
 - ii. Community outreach/education events/initiatives and participation;
 - iii. Collision and injury reporting involving shared micromobility devices;
 - iv. Vehicle repairs and maintenance; quantity of vehicles disposed; and
 - v. Changes in staffing within that month.

IX. User Experience and Customer Service/Support Requirements:

- a. The operator must provide a 24/7 customer service/support hotline to respond to customer concerns by phone and online, and at a minimum provide:
 - i. Pricing information, cash access and discount membership services;
 - ii. Account troubleshooting and information on policies and terms and conditions for use; and
 - iii. Ways to report unsafe operations.
- b. The operator must establish a local customer service response team. Staff should be available to respond to urgent/emergency issues on a 24/7 basis. This local team should include, at a minimum:
 - i. General manager;
 - ii. Local fleet operations manager;
 - iii. Local public outreach manager; and
 - iv. A 24-hour contact person or persons, if different from above.
- c. The local response team should address complaints related to devices not meeting licensing standards made to the operator within 48 hours. This may include:
 - i. Devices parked incorrectly
 - ii. Devices not functioning correctly
 - iii. Uncharged devices
- d. The customer service center must be capable of accepting calls/re-routed information from existing City customer service centers as well as 311/211.
- e. Operator Customer Service must be able to receive and response to feedback in multiple languages; the City of Greeley has a large Spanish-speaking community as well as communities, among other languages, who speak:
 - i. Swahili
 - ii. Rohingya
 - iii. Kinyarwanda
 - iv. Tigrinya
 - v. Somali

X. Public Outreach

- a. The operator must develop and share with the City a proposed outreach and engagement plan outlining how the company will communicate on an ongoing basis with the public about their product and how to use it.
- b. This outreach and engagement plan should include the following components:
 - i. Expected staffing for outreach,
 - ii. Discounted rates and non-smartphone payment options,

- iii. Strategies to provide notice to pricing changes,
 - iv. Safety demonstrations and messaging,
 - v. Anticipated outreach materials/campaigns,
 - vi. Plans for inclusive public engagement/outreach including efforts for engagement in non-English languages and to historically disadvantaged communities,
 - vii. Frequency of in-person pop-up demonstrations and engagement efforts,
 - viii. Receiving feedback for system planning and operational changes.
- c. After the base outreach and engagement plan is reviewed, the City will work with the Operator to establish community connections and suggested outreach/engagement opportunities based on local needs and the City may make recommendations or suggestions for a final outreach/engagement plan.
 - d. The operator must have staff available to coordinate, run, and support city-initiated engagement and rider education efforts based on the approved outreach and engagement plan.

XI. Pricing

- a. All fees and costs (including penalties), the system’s terms of service/use, and user instructions should be easily accessible to the public, both online and printed. The City should be notified of such fees and costs 10 business days prior to public release.
- b. The operator must provide a two-month advance notification of upcoming user price increases. Notice should include in-app notification to existing customers as well as information on the project’s information page.
- c. The City encourages operators to offer income-based discounted payment programs for users enrolled in social support programs (SNAP, WIG, public housing, etc.) as acceptable income verification proxies for discount rates and memberships. Such programs should be advertised and easily accessible both in-app and online.
- d. The operator develops a cash-based payment program available at in-person locations within the service area for purchase.

XII. Insurance and Bond Requirements:

- a. The operator shall secure, on or before the effective date of the License Agreement, the following insurance covering all work and related activities under such License, keeping the required insurance in force at all times during the term of the License. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as “A-VIII” or better. Each policy shall contain a valid provision or endorsement stating “Should any of the above-described policies be canceled or non-renewed before the expiration date thereof, the issuing company shall send written notice to the City. Such written notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior.” If such written notice is unavailable from the insurer, the Operator shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s). Additionally, the Operator shall provide written notice of cancellation, non- renewal and any - reduction in coverage to the address above by certified mail, return receipt requested. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Operator. Operator shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this License are the minimum requirements, and these requirements do not lessen or limit the liability of the Operator. The Operator shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this License.
- b. The Operator shall provide a copy of the License to its insurance agent or broker. The operator may not commence Work under this License prior to placement of coverage. The operator must certify that the certificate of insurance they provide complies with all insurance requirements of this License.
- c. Commercial General Liability, Business Auto Liability, and Contractors Pollution Liability, Lime’s insurer(s), and any subcontractors’ insurer(s), shall include the City of Greeley, its elected and appointed officials, employees and volunteers as additional insured.
- d. For all coverages, the operator’s insurer shall waive subrogation rights against the City.

- e. The operator shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers, or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved by the Operator and appropriate to their respective primary business risks considering the nature and scope of services provided.
- f. Worker’s Compensation/ Employer’s Liability Insurance: The operator shall maintain the coverage as required by statute for each work location and shall maintain Employer’s Liability insurance with limits of at least \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. The operator expressly represents to the City, as a material representation upon which the City is relying upon in issuing this License, that none of the Contractor’s officers or employees who may be eligible under any statute or law to reject Workers’ Compensation Insurance shall effect such rejection during any part of the term of this License, and that any such rejections previously effected, have been revoked as of the date the operator signs any License.
- g. The Operator shall maintain a Commercial General Liability insurance policy with limits of at least \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.
- h. The Operator shall maintain Business Automobile Liability with limits of at least \$1,000,000 combined single limit applicable to all owned, hired, and non-owned vehicles used in performing the work under this License. If transporting hazardous material or regulated substances, the operator/contractor shall carry a pollution coverage endorsement and an MCS 90 endorsement on their policy. Transportation coverage under the Contractors Pollution Liability policy shall be an acceptable replacement for a pollution endorsement to the Business Automobile Liability policy.

XIII. Additional Documentation from Operator

- a. See the “Shared Micromobility Business License Checklist” for all required documentation with associated components.
- b. The City holds the right to request additional documentation from any applicant or operator to ensure compliance with business licensing requirements.

Shared Micromobility Business License Check List

This document is to aid Shared Micromobility Business License applicants to ensure they have included all components of the Shared Micromobility Business License Application.

Business License Required Document	Component(s) of Document	Included?
Business Application Form	- Must fill out a general business application form with the City of Greeley	<input type="checkbox"/>
Proposed Project Implementation Plan	<ul style="list-style-type: none"> - Project Management Team for the Greeley shared micromobility program - Organization Chart of local team/company support for the Greeley shared micromobility program - On-Call 24/7 senior-level contact(s) including name(s), position(s), phone number(s) - Project Timeline - Proposed local operations office/warehouse/base - Outline details of the live dashboard software the operator will provide to the City and UNC in compliance with the licensing requirements. - Outline how the Project Management Team will regularly coordinate with City and UNC staff to facilitate the program’s success 	<input type="checkbox"/>

Proposed Fleet Operations, Deployment, Distribution, and Service Plan	<ul style="list-style-type: none"> - Outline device schematics of each device type in the proposed fleet and how each device type meets the licensing standards including: safety standards, speed limits, and required device functionality. Devices must meet all federal, state, and local laws. - Outline battery safety practices as required by the license. - Outline Mobile Phone Application Functionality and how this functionality meets business license requirements. - Outline the proposed deployment plan, including: <ol style="list-style-type: none"> 1. Number of devices per device type in the proposed fleet (minimums and maximums) 2. Schematics of each proposed device type in the proposed fleet (include how this device meets the device requirements), 3. Recommended locations for designated parking areas, 4. Recommended locations for high-use deployment, 5. Recommended locations for equity-based deployment, 6. Standards for relocation of a device (based on usage or other factors), 7. Special Events Deployment Plan/Operations, and 8. Any other details the operator would like to share with the City regarding their operations standards. - Outline how the operator will deploy and maintain a specified number of vehicles or % of fleet at high-priority locations as identified by the City and UNC (such as bus stops, the downtown area, etc.) 	<input type="checkbox"/>
Proposed Device Maintenance and Safety Plan	<ul style="list-style-type: none"> - This should include detailed information about equipment maintenance and inspection schedules, repair, safe battery handling practices, and staffing/training. 	<input type="checkbox"/>
Proposed Fee Chart, including penalties	<ul style="list-style-type: none"> - Outline all service fees (for example, unlock fee, per minute fee, etc. as well as penalty fees for users) 	<input type="checkbox"/>
Proposed Parking Management Plan	<ul style="list-style-type: none"> - Proposed Designated Parking Area Schematics <p>Outline how the operator will:</p> <ul style="list-style-type: none"> - Deploy geofencing capabilities, - Communicate with customers about appropriate parking locations, - Detect and move improperly parked vehicles and respond to city/citizen requests, - Dispatch staff to rebalance services, and - Train staff to ensure vehicles are parked correctly. 	<input type="checkbox"/>
Operator's Terms of Use/Terms and Conditions and Privacy Policy	<ul style="list-style-type: none"> - Provide user Terms of Use/Terms and Conditions - Provide Privacy Policy meeting requirements outlined in the City's licensing requirements. 	<input type="checkbox"/>
Proposed Emergency Management/ Severe Weather Plan	<ul style="list-style-type: none"> - Provide a proposed an Emergency Management/Severe Weather Plan to address fleet removals in case of severe weather and other emergencies. 	<input type="checkbox"/>
Proposed Outreach and Engagement Plan	<ul style="list-style-type: none"> - Provide a proposed Outreach and Engagement Plan outlining how the company will communicate on an ongoing basis with the public about their product and how to use it. <p>The Outreach and Engagement Plan should include the following components:</p> <ul style="list-style-type: none"> - Expected staffing for outreach, - Discounted rates and non-smartphone payment options, 	<input type="checkbox"/>

	<ul style="list-style-type: none"> - Strategies to provide notice to pricing changes, - Safety demonstrations and messaging, - Anticipated outreach materials/campaigns, - Plans for inclusive public engagement/outreach including efforts for engagement in non-English languages and to historically disadvantaged communities, and - Frequency of in-person pop-up demonstrations and engagement efforts, - Receiving feedback for system planning and operational changes. 	
Insurance	<ul style="list-style-type: none"> - Must meet all Licensing Standards for insurance as outlined above. 	<input type="checkbox"/>

Note: The City may negotiate standards in and the components of the documents noted as “Proposed Plans” as part of the Licensing Agreement contracting and negotiation process.

Exhibit 2

Sample Contract

Click the link below to access the sample contract

[Professional Services F24-07-063 RFQ.pdf](#)

The following clauses are for inclusion into procurement documents, but can also be inserted into contractual agreements. However, additional clauses and certification may be required for contractual agreements.

ACCESS TO RECORDS AND REPORTS

1. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records. (a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
2. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
3. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information, including such records and information the contractor or its subcontractors may regard as confidential or proprietary, related to performance of this contract in accordance with 2 CFR § 200.337.
4. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

CHANGES TO FEDERAL REQUIREMENTS

Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and

Applicable changes to those federal requirements will apply to each Third Party Agreement and parties thereto at any tier.

CIVIL RIGHTS LAWS AND REGULATIONS

The following Federal Civil Rights laws and regulations apply to all contracts.

The Contractor and any subcontractor agree to comply with all the requirements prohibiting discrimination on the basis of race, color, or national origin of the Title VI of the Civil Rights Act of 1964, as amended 52 U.S.C 2000d, and U.S. DOT regulation "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of the Title VI of the Civil rights Act, "49 C.F. R. Part 21 and any implementing requirement FTA may issue.

1 Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to:

- a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.
- b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

2 Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

3 Nondiscrimination on the Basis of Age. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

4 Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Civil Rights and Equal Opportunity

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with 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, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Race, Color, Religion, National Origin, Sex. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., 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. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. 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, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, 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.

3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, 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.

4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

5. Promoting Free Speech and Religious Liberty. The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of \$150,000:

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.

(2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

Federal Water Pollution Control 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.

(2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA."

DEBARMENT AND SUSPENSION

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

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 the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, 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 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, 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.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

It is the policy of the Agency and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

The contractor 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 the Agency 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).

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 C.F.R. § 26.29(a).

Finally, for contracts with defined DBE contract goals, the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency's written consent; and that, unless the Agency'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).

ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action,

including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

FLY AMERICA

a) Definitions. As used in this clause—

1) "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. 2) "United States" means the 50 States, the District of Columbia, and outlying areas. 3) "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencies, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

e) Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all 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 request which would cause a violation of the FTA terms and conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. 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.

NOTICE TO FTA AND U.S. DOT INSPECTOR GENERAL OF INFORMATION RELATED TO FRAUD, WASTE, ABUSE, OR OTHER LEGAL MATTERS

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

(3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient 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, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to 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 the Recipient.

PATENT RIGHTS AND RIGHTS IN DATA

Intellectual Property Rights

This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant the Agency intellectual property access and licenses deemed necessary for the work performed under this Contract and in accordance with the requirements of 37 C.F.R. 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 FTA or U.S. DOT.

The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Contract and shall, at a minimum, include the following restrictions:

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

For purposes of this Contract, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

1. The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

a. Any subject data developed under the Contract, whether or not a copyright has been obtained; and

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

2. Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.

3. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall not be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

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

5. Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.

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

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, 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, or to a contractor, subcontractor, or other person, in connection with a project that is funded in whole or in part with Federal assistance originally provided by FTA

under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) 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.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

- a. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
 1. Procure or obtain;
 2. Extend or renew a contract to procure or obtain; or
 3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - i. For the purpose of 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, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the 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.
- b. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- c. See Public Law 115-232, section 889 for additional information.
- d. See also § 200.471.

PROMPT PAYMENT

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

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

The contractor must promptly notify the Agency, 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.

RESTRICTIONS ON LOBBYING

Conditions on use of funds.

- (a) No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: 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.
- (b) Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification, that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.
- (c) Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.
- (d) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, whether that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.
- (e) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form if that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.

Certification and disclosure.

- (a) Each person shall file a certification, and a disclosure form, if required, with each submission that initiates agency consideration of such person for:
 - (1) Award of a Federal contract, grant, or cooperative agreement exceeding \$100,000; or
 - (2) An award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000.

(b) Each person shall file a certification, and a disclosure form, if required, upon receipt by such person of:

- (1) A Federal contract, grant, or cooperative agreement exceeding \$100,000; or
- (2) A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000,

Unless such person previously filed a certification, and a disclosure form, if required, under paragraph (a) of this section.

(c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraphs (a) or (b) of this section. An event that materially affects the accuracy of the information reported includes:

- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
- (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
- (3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(d) Any person who requests or receives from a person referred to in paragraphs (a) or (b) of this section:

- (1) A subcontract exceeding \$100,000 at any tier under a Federal contract;
- (2) A subgrant, contract, or subcontract exceeding \$100,000 at any tier under a Federal grant;
- (3) A contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding \$150,000; or,
- (4) A contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement,

Shall file a certification, and a disclosure form, if required, to the next tier above.

(e) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (a) or (b) of this section. That person shall forward all disclosure forms to the agency.

(f) Any certification or disclosure form filed under paragraph (e) of this section shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31, U.S. Code.

(g) For awards and commitments in process prior to December 23, 1989, but not made before that date, certifications shall be required at award or commitment, covering activities occurring between December 23, 1989, and the date of award or commitment. However, for awards and commitments in process prior to the December 23, 1989 effective date of these provisions, but not made before December 23, 1989, disclosure forms shall not be required at time of award or commitment but shall be filed within 30 days.

(h) No reporting is required for an activity paid for with appropriated funds if that activity is allowable under either subpart B or C.

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-leased" refer to vehicles owned or leased either by the Contractor or Agency.

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 Contract.

SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

Applies to States –

a. 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,
- (6) other publications.

Termination for Convenience (General Provision)

The Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Agency'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 Agency to be paid the Contractor. If the Contractor has any property in its possession belonging to Agency, the Contractor will account for the same, and dispose of it in the manner Agency directs.

Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency 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 be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Agency that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)

The Agency, 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 Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency 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 Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Agency shall not limit Agency's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Convenience (Professional or Transit Service Contracts)

The Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Agency's interest. If this contract is terminated, the Agency shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency 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 Agency.

Termination for Default (Transportation Services)

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency 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 Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Agency or its agent. The Contractor and Agency shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

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

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 provision of this contract, Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Agency may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Agency resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Agency in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be 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 Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and 2. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract. 3. 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 Agency.

Termination for Convenience or Default (Architect and Engineering)

The Agency may terminate this contract in whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency 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 Agency's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall

allow no anticipated profit on unperformed services.

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

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 Agency

Termination for Convenience or Default (Cost-Type Contracts)

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

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

If, after serving a Notice of Termination for Default, the Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

OTHER RECOMMENDED CONTRACT REQUIREMENTS

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).

FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

(1) The contractor certifies that it:

(a) 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

(b) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.

(2) Flow-Down. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

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.

TRAFFICKING IN PERSONS

The contractor agrees that it and its employees that participate in the Recipient's Award, may not:

(a) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;

(b) Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or

(c) Use forced labor in the performance of the Recipient's Award or subagreements thereunder.

**GOVERNMENT-WIDE DEBARMENT AND SUSPENSION
(NONPROCUREMENT)**

Recipients, contractors, and subcontractors that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person (found below); or (c) adding a clause or condition to the contract or subcontract.

Instructions for Certification: Signing below indicates the prospective lower tier participant is providing the signed certification.

(1) It will comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 CFR part 180,

(2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:

a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:

1. Debarred,
2. Suspended,
3. Proposed for debarment,
4. Declared ineligible,
5. Voluntarily excluded, or
6. Disqualified

b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:

1. 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,
2. Violation of any Federal or State antitrust statute, or,
3. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,

c. It is 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 listed in the preceding subsection 2.b of this Certification,

d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,

e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,

f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:

1. Equals or exceeds \$25,000,
2. Is for audit services, or,
3. Requires the consent of a Federal official, and

g. It will require that each covered lower tier contractor and subcontractor:

1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
 - a. Debarred from participation in its federally funded Project,
 - b. Suspended from participation in its federally funded Project,
 - c. Proposed for debarment from participation in its federally funded Project,
 - d. Declared ineligible to participate in its federally funded Project,
 - e. Voluntarily excluded from participation in its federally funded Project, or
 - f. Disqualified from participation in its federally funded Project, and

(3) It will provide a written explanation as indicated on a page attached in FTA’s TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.,

Certification

Contractor: _____

Signature of Authorized Official: _____ Date _____ / _____ / _____

Name and Title of Contractor’s Authorized Official: _____

Federal Certifications

CERTIFICATION AND RESTRICTIONS ON LOBBYING

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

On behalf of _____ that:
(Name of Bidder/Company Name)

- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the 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.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, 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. 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.,

Name of Bidder/Company Name: _____

Type or print name: _____

Signature of authorized representative: _____ Date _____ / _____ / _____