

**GREATER PORTLAND TRANSIT DISTRICT (METRO)
REQUEST FOR PROPOSALS
CONSULTING AND PROJECT MANGEMENT SERVICES
FOR AUTOMATED FARE COLLECTION SYSTEM
RFP #2018-005**

Sealed proposals are requested for providing CONSULTING AND PROJECT MANAGEMENT SERVICES for AUTOMATED FARE COLLECTION SYSTEM for the Greater Portland Transit District (GPTD), and should be submitted in a sealed envelope, clearly marked as Consulting Services for Automated Fare Collection”, and be received **at GPTD offices**, 114 Valley Street, Portland, ME 04102, no later than Thursday, **November 8, 2018, at 2:30 p.m.** Proposals received after that date and time will not be accepted.

Firms must be registered with the GPTD Finance Office in order to submit a package. Receipt of this document directly from GPTD indicates registration. Should a firm receive this Request from a source other than GPTD, please contact 207-517-3020 to ensure that your firm is listed as a vendor for this RFP.

QUESTIONS

All questions should be made in writing and directed to by e-mail to lshaw@gpmetro.org and be received at least five business days prior to the opening date, **no later than Tuesday, October 30, 2018**. Questions received after this time will not be addressed. Responses from GPTD that substantially alter this RFP will be issued in the form of a written addendum.

FEDERAL REQUIREMENTS

GPTD receives funding from the Federal Transit Administration and as such is required to follow federal procurement regulations and to require its consultants and contractors to understand and adhere to those requirements. Firms should also be aware of FTA requirements for contracts, attached as part of this solicitation, which will be included in the contract with the successful proposer.

The selected firm will be required to sign “Certification Regarding Debarment, Suspension, Other Ineligibility, and Involuntary Exclusion”, as enclosed in this RFP.

Firms should note that following announcement of an award decision, all submissions in response to this RFP will be considered public records available for public inspection pursuant to the State of Maine Freedom of Access Act.

INSURANCE and INDEMNIFICATION

The successful proposer shall agree to defend, indemnify and save GPTD harmless from all losses, costs or damages caused by his acts or those of his agents. Before signing the contract, the successful proposer will produce evidence that they have secured Public and Automobile Liability insurance coverage in amounts not less than \$400,000 per person and occurrence for bodily injury, death and property damage, protecting the contractor and GPTD, and naming GPTD as an additional insured from such claims; Worker's Compensation insurance; and Professional Liability insurance in an amount not less than \$1,000,000 for errors and omissions.

RESERVATION OF RIGHTS

GPTD reserves the right to reject any or all proposals, or to waive any informality, should it be deemed in the best interest of GPTD to do so.

During the evaluation process, GPTD reserves the right to request additional information or clarifications from proposers. Firms are also noticed that GPTD, as required by FTA, will conduct a check with the System for Awards Management (SAM) for any disbarment or disqualification from being awarded work that is paid for with federal funds.

GPTD reserves the right to retain all packages submitted and to use any ideas in a package regardless of whether that firm is selected. Submission of a package indicates acceptance by the firm of the conditions contained in this request, unless clearly and specifically noted in the package submitted and confirmed in the contract between GPTD and the selected firm.

It is the custom of GPTD to pay its bills within 30 days following acceptance of the work, and following the receipt of correct invoices for all items covered by the contract. GPTD is exempt from the State's sales and use tax as well as all Federal excise taxes

October 16, 2018

Ellen Sanborn
Finance Director

INTRODUCTION

METRO provides fixed-route bus service throughout the Greater Portland region including the communities of Brunswick, Falmouth, Freeport, Gorham, Portland, South Portland, Westbrook, and Yarmouth. METRO's 2017 annual ridership was 1.85 million and is anticipated to surpass 2.0 million in 2019 due to a series of expansions and customer enhancements implemented in 2018. Current, boardings-per-mile is approximately 2.0 with several routes experiencing overcrowding during peak periods.

Recent system improvements and projects have included: expanded express service between Portland, Yarmouth, Freeport and Brunswick, new institutional transit pass programs, bus stop and shelter improvements, new local bus routes and a new arterial Bus Rapid Transit route, real-time bus arrival technology, new buses with WI-FI, and an updated website.

The main administrative offices are at 114 Valley Street, Portland, ME 04102. A passenger facility is at 21 Elm Street, Portland, ME 04101.

Metro's current and near-term projected bus fleet is 44 and may approach 50 over the next 5 years. The bus fleet comprises 23 Compressed Natural Gas (CNG) buses and 22 Diesel buses. Metro will also be deploying two battery electric Protera buses in 2020. Buses range from 35 feet to 40 feet.

FARE COLLECTION BACKGROUND

Metro's current fare collection system utilizes GFI Cents-a-Bill registering fareboxes and a probing/vaulting system. The system is over 20 years old and requires replacement. Out of an anticipated \$2.1 million fare revenue budget, approximately 50% of fares currently comes from cash.

Table 1: Current Fare Pricing, Policies and Programs

Fare Product	Full	Reduced	Student	Children
LOCAL				
Single Trip (Cash)	\$1.50	\$0.75	\$0.75	Free under 6
Single Trip (Ticket)	\$1.50	\$0.75	x	x
Day Pass	\$5.00	x	x	x
10 Ride Ticket	\$13.50	\$6.75	x	x
Monthly Pass	\$45.00	x	x	x
EXPRESS				
Single Trip (Cash)	\$3.00	\$1.50	\$2.00	Free under 6
Single Trip (Ticket)	\$3.00	\$1.50	\$2.00	x
Day Pass	x	x	x	x
10 Ride Ticket	\$27.00	\$13.50	x	x
Monthly Pass	\$90.00	x	x	x

Fare media is sold at Metro's main office and passenger facility as well as at local supermarkets, city facilities and social service agencies.

Pass Products and Policies

- Paper Transfers – Free transfers are available and valid only when used by a passenger for a one-way ride from the transfer point to destination via the most direct and first connecting route. Transfers are acceptable between METRO and South Portland Bus routes.
- Reduced Fare Eligibility – Seniors citizen, persons with disabilities and Medicare cardholders are eligible for reduced fare in the single ride and 10 Ride Ticket categories.
- Day Passes – valid on Metro bus routes only; not honored on South Portland Bus Service (SPBS). There is no reduced fare day pass option. Visual validation.
- Ten Ride Ticket – Available in both full and reduced fare categories; Metro and SPBS cross-honor regular and reduced fare Ten Ride tickets. Visual validation and driver punch.
- Monthly Pass – Available only in the full fare category; Metro and SPBS cross-honor monthly passes. Visual validation.
- Student Fare – From September 1 to June 30, Metro allows students (K-12) to board for \$1.00 with valid school identification. From July to August, students are required to pay the full \$1.50 fare unless they possess a Summer Youth Pass. The Summer Youth Pass costs \$20.00 and is valid for unlimited use during July and August. Portland’s high school students are provided with an unlimited access transit pass based on negotiated rate per boarding paid by Portland Public Schools. Visual validation.
- Children – Two (2) children under five years old ride free with fare-paying adult. The full fare of \$1.50 is required for a third child.
- Institutional Pass Programs – there are four institutional pass programs including with the Portland Public Schools, University of Southern Maine, Southern Maine Community College, and the Baxter Academy.

STRATEGIC DIRECTION

METRO is planning for a next-generation fare collection/payment system that utilizes next generation technologies, is flexible in providing for new services and payment options, is scalable in expansion of existing services and system upgrades and provides security for the agency(ies) and public while improving the customer experience.

METRO has determined that the first phase of this next-generation system should be a transition to Account Based Ticketing (ABT) system with the following payment platforms: reloadable Smart Cards and a global fare payment Mobile App. As part of the vendor procurement, METRO will be looking for fare instruments and distribution options that serve a wide spectrum of customers, from the unbanked to those using smart media with mobile products. In particular, Metro is interested in an approach in which reloadable smart cards are available through a strong Point of Sale network so that passengers without bank accounts or smart phones can access the benefits of ABT.

Subject to consultant advice, METRO intends to layer this system on top of either the agency’s existing GFI cash fare boxes or replacement cash fare boxes.

Consulting and Project Management Services for Automated Fare Collection System

Longer-term, Metro is interested in systems that rely on an open architecture in order to increase the flexibility of the system and be designed to accommodate both closed loop and open payments utilizing a variety of fare media and additional payment options such as such as Apple Pay, Google Wallet, etc. Tremendous growth is expected to occur in mobile payments in the coming years and to the greatest extent possible METRO will be looking for ways to future-proof its investment.

An open architecture will reduce reliance on a central system supplier for the interface of new devices or services. This flexibility may enable separate competitive procurements designed to lower acquisition costs and encourage responses that incorporate the best products and services.

Metro is seeking to advance the following strategic objectives as part of this project:

- Improve (i.e., simplify and accelerate) the customer experience in terms of payment options and steps to making payment.
- Shifts the accessibility of discounts to rides taken versus. Dollars spent (i.e., fare capping).
- Increase transit system usage, market penetration and fare revenue.
- Improve equity in the cost of using transit.
- Lower the total cost of system ownership.
- Reduce the use of cash as form of payment.
- Improve access to data and analytics for planning.
- Allow easy scalability for service expansion and partner transportation agencies (including ADA Paratransit Services).
- Allow inter-operability with rider sharing services.
- Support unlimited expansion of institutional pass programs.
- Leverage existing smart card/gift card networks for Metro Fare card distribution.
- Minimizes or eliminates the involvement of the bus operator in the fare payment process.
- Improves safety and security of bus operators and riders by reducing use of cash and reducing conflict situations.

SCOPE OF WORK

METRO is seeking consultant assistance to 1) advise the agency in determining the most long- term advantageous automated fare payment and collection system and prepare a written concept of operations, 2) prepare the technical and/or performance based specifications for a procurement of an automated fare payment system along with any associated third party service providers, and 3) participate in vendor evaluation and selection, and 4) serve as the agency's project manager during deployment of the new system.

Note that any firm or company responding to this RFP who are also a provider of automated fare equipment, if they were awarded a contract for this work, would be excluded from submitting a proposal for the fare collection system.

Metro's goal is to launch an ABT system in conjunction with fare pricing and policy changes which will be determined using the ABT system design. Metro is seeking consultant assistance for the following elements:

- 1. Planning Phase** – evaluate and recommend transit fare payment and collection technology solutions that provide customers with account-based ticketing and smart phone/smart card fare payment options. *Metro wishes to determine the business case for replacing aging registering fare boxes with new replacement registering fareboxes as a way to continue accepting cash while advancing next generation account-based ticketing solutions under a separate platform. Metro also wishes to evaluate and determine the potential for moving to a cashless system.*

The Planning Phase shall commence upon Notice to Proceed (NTP) and will conclude with the delivery of a final Concept of Operations (ConOps) document. Under the direction of Metro's Project Manager (PM), the Consultant will lead the Project Team in developing and writing a Concept of Operations (ConOps).

The ConOps is a formal document that describes the need for the project and provides a user-oriented view of the integrated system. The ConOps will explain how the system is expected to work once the system is in operation and provides a description of the system's technical, business, and functional objectives and the fare payment transaction processes that it needs to support.

The ConOps will include the following elements:

- a) Information on the state of the transit fare payment industry; emerging trends on fare payment and collection systems as it relates to small transit systems and Metro's goals stated above; guidance on fare pricing strategies under an cash + ABT system
- b) A recommended strategy based on Metro's goals for replacing existing fare collection equipment to ensure continuation of cash payments while layering a new fare payment system based on account-based ticketing that supports fare payment and validation using mobile apps and smart cards
- c) Requirements gathering and documentation to support development of scopes of work for procurements and validation of installed systems
- d) Preliminary Procurement Strategy
- e) Preliminary Capital Cost Estimates
- f) Short and long-range fare revenue estimates
- g) Estimates for third party fees, based on estimated fare activity
- h) Preliminary Implementation/Transition Plan including milestones and timeline
- i) Preliminary Validation Plan
- j) Opportunities and obstacles to expand to or integrate the system with other regional transit providers including Amtrak Downeaster, Casco Bay Lines Ferry Service, South

Portland Bus Service, Shuttlebus Zoom and ADA Paratransit

The Planning Phase must conclude within 45 days of the Notice to Proceed.

- 2. Procurement Phase** – provide technical assistance with the development of a procurement strategy, draft scopes of work using performance-based specifications, participate in the evaluation of proposals. The Procurement phase will include activities leading to release of one or more RFPs for Vendor selection within 30 days of the completion of Phase 1.
- 3. Implementation Phase** – provide project management activities leading to project implementation. The Implementation phase will implement all components of the integrated system and carry through to the rollout and the final transition to the next generation fare collection system by August 1, 2019.
- 4. Performance Validation Phase** – provide system monitoring and performance evaluation activities for 30 days following implementation.

SUBMISSION REQUIREMENTS

Firms should submit information that demonstrates the capability to perform the various tasks associated with the project, and address the following as a minimum:

1. A description of the firm, resumes and related project experience of the employees who would be working with GPTD
2. A list of similar projects with the name, address and telephone number of a contact person to check references
3. Firm's experience coordinating the development of bid specifications and process, and project implementation experience
4. The firm's current and projected workload and its ability to meet schedules for this project
5. Other factors that would be helpful in evaluating the consultant for this project
6. Qualifications of sub-consultants, if any
7. Price proposal for each phase of work

SELECTION PROCESS AND CRITERIA

Proposals will be evaluated by GPTD staff and scored according to the following Selection Criteria. GPTD may elect to interview with one or more of the highest scoring firm(s), after which those firms will be re-scored based on information from those interviews.

GPTD reserves the right to solicit information about the consultant from all sources available to them and to request additional information from the firm or their references. Each proposal will be scored according to the following criteria:

Qualifications and relevant individual experience	35 points
Completeness of proposal and understanding of the project	25 points
Price Proposal	25 points
References	15 points

**COMPLETE AND RETURN THIS PAGE
PROPOSAL**

The UNDERSIGNED hereby declares that he, she or they are the only person(s), firm or corporation interested in this proposal as principal; that it is made without any connection with any other person(s), firm or corporation submitting a bid for the same.

The UNDERSIGNED hereby declares that they have read and understand all conditions as outlined herein, and that the proposal is made in accordance with same.

The UNDERSIGNED hereby declares that any person(s) employed by METRO, Maine, who has direct or indirect personal or financial interest in this proposal, or in any profits which may be derived therefrom has been identified and the interest disclosed by separate attachment. Please include in your disclosure any interest which you know of.

This Proposal acknowledges the receipt of Addenda No.: _____

COMPANY NAME: _____
(Individual, Partnership, Corporation, Joint Venture)

AUTHORIZED SIGNATURE: _____ DATE: _____
(Officer, Auth. Individual, Owner)

PRINT NAME & TITLE: _____

ADDRESS: _____

ZIP CODE

TELEPHONE: _____ FAX: _____

FEDERAL TAX I.D. NUMBER: _____

NOTE: All proposals must bear the handwritten signature of a duly authorized member or employee of the organization making the proposal.

**PLEASE FILL IN THE FOLLOWING INFORMATION FOR ANY SUB-CONTRACTED
WORK FOR THIS CONTRACT**

	Name of Contractor	Service or Trade	DBE? Y/N
1	_____	_____	_____
2	_____	_____	_____
3	_____	_____	_____
4	_____	_____	_____

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
OTHER INELIGIBILITY, AND INVOLUNTARY EXCLUSION**

The Respondent, _____, certifies, by submission of this proposal, that neither it nor its principals or subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or involuntarily excluded from participation in this transaction by any Federal Department or Agency.

The Respondent agrees to comply with the requirements of 2 CFR Part 180, Subpart C, as adopted and supplemented by U.S. DOT regulations at 2 CFR Part 1200, while this Request for Proposals (“RFP”) is pending and throughout the period of any contract that may arise from this RFP. The Respondent further agrees that it and its affected subcontractors will provide immediate written notice to Greater Portland Transit District (“GPTD”) if at any time the Respondent learns that his/her subcontractor’s certification was erroneous when submitted or has become erroneous because of changed circumstances.

By submitting this proposal and affixing a signature below, the Respondent certifies that the above statement is a material representation of fact upon which reliance is placed by GPTD. If it is later determined that the Respondent knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, GPTD may terminate this transaction for cause of default.

If the Respondent is unable to certify to any of the statements in this certification, the Respondent shall attach an explanation to this certification.

The Respondent certifies or affirms the truthfulness and accuracy of the contents of the statement submitted on or with this certification and understands that the provisions of 31 U.S.C. §§ 3801-3812 are applicable thereto.

Signature of Authorized Official

Date

Printed Name of Authorized Official

Company Name

FTA THIRD PARTY CONTRACTING REQUIREMENTS

- A. Federal Requirements; Changes Thereto.** Contractor shall at all times comply with Federal Transit Administration (“FTA”) Circular 4220.1F, as may be amended from time to time, and all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in any grant agreement between FTA and GPM and any standard terms and conditions attached thereto (“Grant Agreement”), as they may be amended or promulgated from time to time during the term of this contract. Contractor’s failure to so comply shall constitute a material breach of this contract. Anything to the contrary herein notwithstanding, all FTA mandated terms and conditions set forth in FTA Circular 4220.1F, as may be amended from time to time, and the Grant Agreement shall be deemed to control in the event of a conflict with other provisions contained in this contract. Contractor shall not perform any act, fail to perform any act, or refuse to comply with GPM requests which would cause GPM to be in violation of any FTA terms and conditions. Contractor agrees to include this contract term, as modified to apply to each subcontractor, in each subcontract issued pursuant to this contract.
- B. No Federal Government Obligations to Third Parties.** Contractor acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the Grant Agreement, absent the Federal Government’s express written consent, the Federal Government shall not be subject to any obligations or liabilities to Contractor or any other person or entity that is not a party to the Grant Agreement. Contractor agrees to include this contract term, as modified to apply to each subcontractor, in each subcontract issued pursuant to this contract.
- C. Conflict of Interest.** By entering into this contract with GPM to perform or provide work, services, or materials, Contractor has thereby covenanted that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any interest, which conflicts in any manner or degree with the work, services, or materials required to be performed and/or provided under this contract and that it shall not employ any person or agent having any such interest. In the event that Contractor or its agents, employees, or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such interest to GPM and take action immediately to eliminate the conflict or to withdraw from this contract, as GPM may require.
- D. False or Fraudulent Statements or Claims.**
1. Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801-3812, and U.S. Department of Transportation (“DOT”) regulations, “Program Fraud Civil Remedies,” 49 CFR Part 31, apply to Contractor’s activities in connection with this Project. Contractor certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with the Grant Agreement or the project for which the contract work is being performed. In addition to other penalties that may apply, Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal Government, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, to the extent the Federal Government deems appropriate.

2. Contractor further acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal Government or includes a false, fictitious, or fraudulent statement or representation in any agreement with the Federal Government in connection with this project or any other Federal law, the Federal Government reserves the right to impose on Contractor the penalties of 49 U.S.C. § 5323(l), 18 U.S.C. § 1001, or other applicable Federal law to the extent the Federal Government deems appropriate.
3. Contractor agrees to include these contract terms, as modified to apply to each subcontractor, in each subcontract issued pursuant to this contract.

E. Access to Records. Contractor agrees to:

1. Provide to GPM, the FTA Administrator, the U.S. Secretary of Transportation, and the U.S. Comptroller General or their duly authorized representatives access to all records to the extent required by 49 U.S.C. § 5325(g). Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed;
2. Maintain all books, records, accounts, and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract except in the event of litigation or settlement of claims arising from the performance of this contract. In such case, Contractor agrees to maintain same until GPM, the FTA Administrator, the U.S. Secretary of Transportation, and the U.S. Comptroller General or their duly authorized representatives have disposed of all such litigation, appeals, claims, or exceptions related thereto, or until the end of the regular three-year period, whichever is later, pursuant to 49 CFR Part 18.42.
3. Comply with all applicable State of Maine record retention requirements and applicable provisions of the Maine Freedom of Access Law, 1 M.R.S.A. § 401, *et seq.*
4. Include these contract terms, as modified to apply to each subcontractor, in each subcontract issued pursuant to this contract.

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

1. Nondiscrimination in Federal Public Transportation Programs. Contractor agrees to comply, and assures that each subcontractor will comply, with the provisions of 49 U.S.C. § 5332, which prohibits discrimination (including discrimination in employment or business opportunity), exclusion from participation in employment or business opportunity, or denial of program benefits in employment or business opportunity on the basis of race, color, creed, national origin, sex, disability, or age. Contractor further agrees to comply with FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," as amended, to the extent consistent with applicable Federal laws, regulations, and guidance, and other applicable Federal guidance that may be issued.
2. Nondiscrimination—Title VI of the Civil Rights Act. Contractor agrees to, and assures that each subcontractor will, prohibit discrimination based on race, color, or national origin and comply with (i) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d *et seq.*, (ii) DOT

regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of Civil Rights Act,” 49 CFR Part 21, (iii) U.S. Department of Justice (“DOJ”), “Guidelines for the enforcement of Title VI, Civil Rights Act of 1964,” 28 CFR § 50.03, and (iv) all other applicable Federal guidance that may be issued.

3. Nondiscrimination on the Basis of Sex. Contractor agrees to comply, and assures that each subcontractor will comply, with Federal prohibitions against discrimination on the basis of sex, including (i) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 *et seq.*; (ii) DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 CFR Part 25; and (iii) Federal transit law, specifically 49 U.S.C. § 5332.
4. Nondiscrimination on the Basis of Age. Contractor agrees to comply, and assures that each subcontractor will comply, with Federal prohibitions against discrimination on the basis of age, including (i) the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, which prohibits discrimination on the basis of age; (ii) U.S. Equal Employment Opportunity Commission (“EEOC”) regulations, “Age Discrimination in Employment Act,” 29 CFR Part 1625, which implements the Age Discrimination in Employment Act; (iii) the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, which prohibits discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal funds; (iv) U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 CFR Part 90, which implements the Age Discrimination Act of 1975, and (v) Federal transit law, specifically 49 U.S.C. § 5332.
5. Nondiscrimination on the Basis of Disability. Contractor agrees to comply, and assures that each subcontractor will comply, with the following Federal laws and regulations against discrimination on the basis of disability: (i) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities; (ii) the Americans with Disabilities Act of 1990 (“ADA”), as amended, 42 U.S.C. § 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; (iii) the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities; (iv) Federal transit law, specifically 49 U.S.C. § 5332, which includes disability as a prohibited basis for discrimination; (v) DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 CFR Part 37, “Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 CFR Part 27, and “Transportation for Individuals with Disabilities: Passenger Vessels,” 49 CFR Part 39; (vi) Joint U.S. Architectural and Transportation Barriers Compliance Board (“ATBCB”) and DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 CFR Part 1192 and 49 CFR Part 38; (vii) DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 CFR Part 35, and “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 CFR Part 36; (viii) EEOC regulations, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 CFR Part 1630; (ix) U.S. Federal Communications Commission regulations,

“Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities,” 47 CFR Part 64, Subpart F; (x) ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 CFR Part 1194; (xi) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 CFR Part 609; and (xii) all other applicable laws and amendments pertaining to access for seniors or individuals with disabilities, and applicable Federal civil rights and nondiscrimination guidance.

6. Equal Employment Opportunity. Contractor agrees to, and assures that each subcontractor will, (i) prohibit discrimination on the basis of race, color, religion, sex, or national origin and comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.*; (ii) facilitate compliance with Executive Order 11246, “Equal Employment Opportunity,” as amended by Executive Order 11375, “Amending Executive Order 11246, Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note, and as further amended by Executive Order 13672, “Further Amendments to Executive Order 11478, Equal Employment Opportunity in the Federal Government, and Executive Order 11246, Equal Employment Opportunity,” by ensuring that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their race, color, religion, national origin, disability, age, sexual origin, gender identity, or status as a parent; and (iii) comply with Federal guidance pertaining to Equal Employment Opportunity laws and regulations, and prohibitions against discrimination on the basis of disability. Contractor further agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor further agrees to comply with any implementing requirements that FTA may issue.
7. Contractor agrees to include these contract terms, as modified to apply to each subcontractor, in each subcontract issued pursuant to this contract.

G. Disadvantaged Business Enterprises. To the extent authorized by applicable Federal law and regulation, Contractor agrees to, and assures that each subcontractor will, facilitate participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as Disadvantaged Business Enterprises (“DBEs”), as follows:

1. Contractor agrees to comply with (i) Section 1101(b) of SAFTEA-LU, “Moving Ahead for Progress in the 21st Century” (MAP-21), 23 U.S.C. § 101; (ii) DOT regulations, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs,” 49 CFR Part 26, and (iii) Federal transit law, specifically 49 U.S.C. § 5332.
2. Contractor will not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Contractor agrees to carry out applicable requirements of 49 CFR Part 26 in the administration of this contract and the award and administration of any subcontract issued pursuant to this contract. Failure by 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 GPM deems appropriate, which may include, but is not limited to withholding monthly progress

payments, assessing sanctions, liquidated damages, or disqualifying Contractor from future bidding as non-responsible.

3. Contractor agrees to include these contract terms, as modified to apply to each subcontractor, in each subcontract issued pursuant to this contract.

H. Small & Minority Businesses; Women’s Business Enterprises. Contractor agrees to take all necessary affirmative steps to assure that minority firms, women’s business enterprises, and labor surplus area firms are used when possible. Affirmative steps include: (i) placing qualified small & minority businesses and women’s business enterprises (“SMBWBEs”) on solicitation lists; (ii) assuring that SMBWBEs are solicited whenever they are potential sources; (iii) dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by SMBWBEs; (iv) establishing delivery schedules, where requirements permit, that encourage participation by SMBWBEs; and (v) using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce. Contractor agrees to include this contract term, as modified to apply to each subcontractor, in each subcontract issued pursuant to this contract.

I. Debarment and Suspension. This contract is a covered transaction for purposes of 49 CFR Part 29. Accordingly:

1. Contractor agrees to review, and assures that all subcontractors will review, the U.S. General Services Administration (“GSA”) “System for Award Management,” <https://www.sam.gov>, if required by DOT regulations, 2 CFR Part 1200, and the Excluded Parties Listing System at <http://epls.arnet.gov> before entering into any contracts. Contractor further agrees to and assures that all subcontractors will enter into no arrangement to participate in the development or implementation of this project with any party that is debarred or suspended, pursuant to DOT regulations, “Nonprocurement Suspension and Debarment,” 2 CFR Part 1200; U.S. Office of Management and Budget (“OMB”), “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 CFR Part 180, including any amendments thereto; Executive Orders Nos. 12549 and 12689, “Debarment and Suspension,” 31 U.S.C. § 6101 note; and other applicable Federal laws, regulations, or guidance regarding participation with debarred or suspended subcontractors. Contractor agrees to comply with said requirements throughout the period of this contract.
2. Contractor certifies that neither it nor its principals or subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or involuntarily excluded from participation in this transaction by any Federal Department or Agency.
3. Contractor certifies that the above statement is a material representation of fact upon which reliance is placed by GPM. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, GPM may terminate this transaction for cause of default.
4. Contractor agrees to include these contract terms, as modified to apply to each subcontractor, in each subcontract issued pursuant to this contract.

J. Fair Labor Standards. Contractor agrees to comply, and assures that all subcontractors will comply, with the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201, *et seq.*, to the extent that the FLSA applies to employees performing project work involving commerce, and as the Federal Government otherwise determines applicable.

K. Employee Protections—Wage and Hour Requirements. Contractor agrees to comply, and assures that all subcontractors will comply, with all applicable Federal laws and regulations providing wage and hour protections for nonconstruction employees, including (i) Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3702, and other relevant parts of that Act, 40 U.S.C. § 3701 *et seq.*, and U.S. Department of Labor (“DOL”) regulations, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to Contract Work Hours and Safety Standards Act,” 29 CFR Part 5. Accordingly, Contractor shall comply with the following contract terms and insert said terms in full in any contract or subcontract, if the contract or subcontract may require or involve the employment of laborers or mechanics and if it is not contemplated that the contract or subcontract will be a contract for supplies, materials, or articles ordinarily available in the open market or any other type of contract exempt from the Contract Work Hours and Safety Standards Act, pursuant to 40 U.S.C. § 3701(b):

1. Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; Liability For Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard work week of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. Withholding For Unpaid Wages And Liquidated Damages. GPM shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

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

L. Energy Conservation. Contractor agrees to comply with the mandatory energy efficiency standards and policies within the applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. § 6321 *et seq.*

M. Environmental Protection. Contractor agrees to comply with all applicable requirements of the National Environmental Policy Act of 1969 (“NEPA”), as amended, 42 U.S.C. §§ 4321-4335, consistent with Executive Order No. 11514, as amended, “Protection and Enhancement of Environmental Quality,” 42 U.S.C. § 4321 note; FTA statutory requirements on environmental matters, 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with NEPA, as amended, 40 CFR Part 1500 *et seq.*; joint Federal Highway Administration (“FHA”)-FTA regulations, “Environmental Impact and Related Procedures,” 23 CFR Part 771 and 49 CFR Part 622; and any other applicable State and Federal environmental laws and regulations.

N. Preference for Recycled Products. Contractor agrees to provide a competitive preference for products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and EPA “Comprehensive Procurement Guidelines for Products Containing Recovered Materials,” 40 CFR Part 247.

O. Contract Termination Requirements.

Opportunity to Cure. GPM in its sole discretion may, in the case of a termination for breach or default, allow Contractor 30 days 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 GPM’s satisfaction the breach or default or any of the terms, covenants, or conditions of this contract within 10 days after receipt by Contractor of written notice from GPM setting forth the nature of said breach or default, GPM shall have the right to terminate the contract without any further obligation to Vendor. Any such termination for default shall not in any way operate to preclude GPM from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Termination for Convenience. GPM shall have the right to terminate this Agreement at any time for its convenience, in whole or from time to time in part, upon prior written Notice to **CONTRACTOR**. If Agreement is terminated by the **GPM** for convenience, the **GPM** shall pay the **CONTRACTOR** for any unpaid, unrecovered, or unrecoverable out-of-pocket costs for supplies, materials and/or services provided or amounts expended or incurred in reliance on this Agreement prior to the effective date of such notice.

After receipt of a notice of termination, and except as otherwise directed by the GM, Contractor shall:

- (i) stop work under the contract on the date and to the extent specified in the Notice of Termination;
- (ii) place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under the contract as is not terminated;
- (iii) terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination;
- (iv) assign GPM, in the manner at the times, and to the extent directed by the GM, all of the rights, title, and interest of Contractor under the orders and subcontracts so terminated, in which case GPM shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- (v) settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the GM, to the extent he may require which approval or ratification shall be final for all the purposes of this clause;
- (vi) transfer title to GPM and deliver in the manner at the times and to the extent if any, directed by the GM the work in process, completed work, supplies, and other material produced as part of, or acquired in connection with the performance of the work terminated, and the completed or partially completed plans, information and other property which, if the contract had been completed, would have been required to be furnished to GPM;
- vii) complete performance of such part of the work as shall not have been terminated by the Notice of Termination; and take such action as may be necessary, or as the GM may direct, for the protection or preservation of the property related to this contract, which is in the possession of Contractor and in which GPM has or may acquire an interest.

Settlement of claims under this Termination for Convenience clause shall be in accordance with paragraphs (c) through (m) of the clause contained in the Federal Acquisition Regulation (FAR) Part 52, Subpart 52.249-2, except that wherever the word "Government" or "Contracting Officer" appears it shall be deleted and "GPM" shall be substituted in lieu thereof.

Dispute Resolution. Any dispute among the Parties arising out of or relating to this contract shall be resolved in accordance with this Section.

1. Negotiation. The Parties shall negotiate in good faith and attempt to resolve any dispute, controversy, or claim arising out of or relating to this contract ("Dispute") within 30 days after the date that a Party has given written notice of such Dispute to the other Party.
2. Arbitration. If the Dispute has not been resolved within 30 days, any Party may serve written notice on the other Party of a request for non-binding mediation. The mediation shall be conducted in Maine by a mediator mutually agreeable to the Parties, shall not exceed one full day or two half days in length, and shall be completed within 90 days from the date of receipt of notice of a request for

mediation by the last Party to receive notice. In the event that the Parties are unable to agree on a mediator within 30 days, or to resolve the dispute through mediation within 90 days, the Parties reserve the right to file a civil action in a court of competent jurisdiction located in Cumberland County, Maine. This dispute resolution mechanism shall be binding upon the successors, assigns, foreclosing mortgagee, and any trustee or receiver of the Parties.

3. Performance During Dispute. Unless otherwise directed by GPM, Contractor shall continue performance under this contract while matters in dispute are being resolved.
4. Claims for Damages. Should either Party suffer injury or damage to person or property because of any act or omission of the Party or of any of his employees, agents, or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other Party within a reasonable time after the first observance of such injury of damage.
5. Rights and Remedies. The duties and obligations imposed by this contract and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. No action or failure to act by GPM or Contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

FTA Vested Interest. The Parties acknowledge that FTA has a vested interest in the settlement of any dispute, breach, default, or litigation involving the project, and has the right to participate in any dispute resolution as it may choose to do.