

# REQUEST FOR PROPOSALS

## Downtown Parkville Master Plan

*Planning Sustainable Places Program*

Requested by  
City of Parkville



**Monday, April 16, 2013**

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## REQUEST FOR PROPOSALS

### A. PURPOSE AND INTRODUCTION

The City of Parkville seeks consulting services to develop a Downtown Parkville Master Plan as part of the regional Planning Sustainable Places (PSP) Program.

The PSP Program provides local governments with financial support to advance detailed local planning and project development activities in support of *Creating Sustainable Places*, *Transportation Outlook 2040's* Activity Centers and Corridors framework, and the Mid-America Regional Council's (MARC) adopted policy statement on regional land use direction. The subject project is one of 18 planning studies across the region chosen for funding through the Planning Sustainable Places Program.

### B. CREATING SUSTAINABLE PLACES INITIATIVE

In October 2010, a consortium of more than 60 regional partners, led by the Mid-America Regional Council, received a \$4.25 million planning grant from the U.S. Department of Housing and Urban Development to advance the implementation of the Regional Plan for Sustainable Development, *Creating Sustainable Places*.

Creating Sustainable Places is not only a regional vision and plan to guide how we grow and develop, but a strategy for moving our communities from planning to action. This strategy includes the following steps:

- **Organizing for Success** – Building on the region's strong track record of collaboration to provide leadership, coordinate outreach and education activities, broaden public understanding of and involvement in sustainability issues, and strengthen stakeholder capacity to address them.
- **Enhancing Decision Making** – Developing new tools, policies and practices necessary to make sound investments and accelerate sustainable development.
- **Demonstrating New Models** – Applying these new tools to key corridors and activity centers through demonstration projects that can help transform the ways neighborhoods and communities grow and develop.

The Planning Sustainable Places Program (PSP) combines funds dedicated to the demonstration projects component of *Creating Sustainable Places* and the Livable Communities Surface Transportation Program to provide local governments with financial support to advance detailed local planning and project development activities. These projects will be consistent with the goals of *Creating Sustainable Places* and the region's long-range transportation plan, *Transportation Outlook 2040*.

The *Creating Sustainable Places* Initiative and *Transportation Outlook 2040* outline a need to focus efforts on promoting concepts consistent with sustainable communities and place a focus on advancing site specific and project specific activities in support of these objectives.

The new Planning Sustainable Places program will serve as a single local government assistance program intended to specifically respond to these goals and facilitate the following **program objectives**:

- Support the development and implementation of local activity center plans consistent with [Creating Sustainable Places principles](#), identified [regional activity centers](#), and the [land use policy direction](#) outlined in *Transportation Outlook 2040*.
- Support localized public engagement and community consensus building.
- Support the identification and conceptualization of land use strategies, transportation projects, and related sustainable development initiatives that help to realize and advance the objectives identified in the Creating Sustainable Places initiative and *Transportation Outlook 2040*.
- Support the conceptualization, development, and implementation of Creating Sustainable Places projects.

The focus of this request for proposals (RFP) is the **Downtown Parkville Master Plan**.

### C. PROJECT BACKGROUND

The City of Parkville and the City's project consultant are currently conducting a Parkville Regional Multi-Modal Access and Livable Community Study. The study was initiated to identify enhancements to increase multi-modal access in southern Platte County and the City of Parkville. This study is one of many recent implementation projects resulting from the [2009 Parkville Master Plan](#).

With the addition of a 140-acre regional park; bicycle/pedestrian trails along Route 9 and in the park; a potential second mainline railroad track through downtown; and development in and around downtown Parkville, there are concerns that transportation network congestion will detract from the livability of Parkville. Transportation is important to the success of growing communities, and the Downtown Parkville Livable Community Study (for short) will bring together a long-term planning vision for Parkville's transportation system and address on-going issues.

The Downtown Livable Community Study will determine feasibility and cost to improve multi-modal access through southern Parkville, including but not limited to the following: enhancing roadway corridors; expanding bicycle/pedestrian routes; reducing vehicle congestion; connecting trails; assessing environmental impacts and coordinating with stakeholders. In order to evaluate the alternatives, the study will address broad scenarios including no further development, some infill and major redevelopment. The study will result in recommended concepts for improvements but will not include strategies based on refined development and redevelopment strategies, or integrate the concepts into the greater plans for downtown Parkville.

With the livable community study concluding in spring 2013, the proposed Downtown Parkville Master Plan is a logical extension of the project. Downtown Parkville has a unique opportunity to create a truly sustainable future. Unlike many emerging activity centers,

downtown already has many of the components necessary for sustainability. With plans for improved transportation alternatives, greater housing choices, strategic infill and redevelopment, coordinated public and private investments and preservation of key natural resources, downtown Parkville can become a regional model for sustainability. However, to get there, common goals and objectives must be identified, a common vision developed, strategies, policies and plans identified and initiatives from multiple agencies must be identified. The Downtown Master Plan is the logical vehicle.

The study area for the Downtown Master Plan is the downtown area, bounded by the Missouri River on the South, Park University on the east, Twelfth Street on the north, and Crooked Road on the west. This area encompasses the historic commercial / office / mixed-use development on Main Street, infill development between the railroad tracks and river, the Park University campus and their over 500-acre endowment lands, over 200 acres of park land, State Highways 9 and FF, and the downtown residential neighborhoods.

The Downtown Master Plan should include a robust public involvement process building forward from the model developed from the Livable Community Study. During the Livable Community Study a “LetsTalkParkville.com” online forum was created through MindMixer. This online forum should be utilized in addition to other means of obtaining broad public participation. The use of town hall meetings/ open houses, stakeholder interviews, a survey, storefront charrettes or other consensus building tools is encouraged. The public engagement should identify common goals and objectives, identify priority projects, develop a common vision and develop well supported strategies, solutions and plans for implementation. This collaborative process will be supported by the City of Parkville and local project partners and their diverse stakeholders.

Beyond broad goals, objectives and implementation strategies, the Downtown Master Plan should drill down and develop strategic plans and strategies for corridor improvements, removal of blight, infill and redevelopment, and other site and corridor specific strategies. Although the plan will not result in construction documents, the Master Plan should build consensus around detailed plans, supporting implementation and coordination of public and private investments.

#### D. SCOPE OF SERVICES

Per the objectives of the Planning Sustainable Places Program, any plan created through this program **is required to include a robust public engagement process; integrated land use, transportation and environmental strategies; and an implementation plan.**

The Downtown Parkville Master Plan should include strategies and tools necessary to guide the sustainable development, infill and reinvestment in the Downtown Parkville area. The Plan should address the following priorities:

- Development of common goals and objectives, priority projects, a common vision and well supported strategies, solutions and plans for implementation.
- Development of strategic plans and strategies for corridor improvements, removal of

blight, infill and redevelopment, and other site and corridor specific strategies.

- Identification of potential public and private investments.
- Incorporation of plans for improved transportation alternatives, greater housing choices, strategic infill and redevelopment.
- Protection and enhancement of natural resources in the study area.
- Integration and enhancement of principles and strategies from the Parkville Regional Multi-Modal Access and Livable Community Study, the Parkville Master Plan and other partner agency plans.

#### E. STUDY SCHEDULE

The study shall commence **no later than two weeks after project award**. Project conclusion will include in-person presentation of deliverables no later than **November 30, 2013**.

#### F. PROPOSAL SUBMITTAL REQUIREMENTS

To be eligible for consideration, **one electronic** and **10 hard copies** (maximum of 20 pages, exclusive of required Attachments B through D) of the response to the RFP must be received by the City of Parkville at the address below no later than **5:00 p.m. CST, on Friday, May 3, 2013**. Late submittals will not be considered and will be returned to submitter unopened. The envelope package should be marked "**Downtown Parkville Master Plan**".

City of Parkville  
8880 Clark Avenue  
Parkville, Missouri 64152  
Attn: Sean Ackerson

Questions should be directed to Sean Ackerson, Assistant City Administrator at sackerson@parkvillemo.com or 816-741-7676.

The following items must be addressed in all proposals:

1. **PROPOSED PROJECT APPROACH:** Proposals should include a proposed approach to the project that demonstrates understanding of the project's objectives and local context, tentative schedule for project completion, and tentative public engagement process.
2. **QUALIFICATIONS:** Proposals should indicate general and specific qualifications in disciplines appropriate to this project and specifically convey the role of the proposer in each case cited. An emphasis and priority in evaluation will be placed on firms with qualifications and experience that have resulted in successful implementation of comparable projects. A brief narrative (three pages maximum) may also be included regarding the firm's capabilities to carry out this project, including special assets, areas of expertise, analytical tools, data sources, etc... to which the firm may have access.

Proposals shall also include the following qualifications:

- a. A listing and summary of similar projects undertaken within the last five (5) years, by proposing firm and/or its subcontractors, showing contract amounts, description of work performed, client contact persons, phone numbers, and e-mail addresses;
  - b. Resumes of key professional staff who will be assigned to this project;
  - c. Description of the existing and anticipated workload of individuals assigned to this project during the period of this study. Any reassignment of designated key staff shall not occur without mutual consultation and the consent of the City of Parkville.
  - d. References.
3. **DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL:** Studies funded in part by USDOT are required to follow 49 CFR part 26 Disadvantage Business Enterprise Program (DBE). The proposed study has a DBE goal of 16%.
  4. **AFFIRMATIVE ACTION CHECKLIST:** If applicable, proposers must complete and enclose with their proposal company's Affirmative Action Plan (see Attachment B - Affirmative Action Checklist).
  5. **CERTIFICATION REGARDING DEBARMENT:** Each proposer is required to certify by signing the "Certification Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion" (Attachment C). "Certification Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion" is a certification that the proposer is not on the U.S. Comptroller General's Consolidated Lists of Persons or Firms Currently Debarred for Violations of Various Contracts Incorporating Labor Standards Provisions.
  6. **CERTIFICATION REGARDING LOBBYING:** See Attachment D.

## G. SELECTION PROCEDURE

The review committee shall adhere, as closely as possible, to the following review schedule. The Coalition reserves the sole right to change this review schedule to meet the needs of the review committee.

### Milestone Dates:

- Pre-application meeting: noon CST, Monday, April 22, 2013 at Parkville City Hall (Boardroom on the lower level of Parkville City Hall, 8880 Clark, Avenue, Parkville, Missouri 64152)
- Proposals Due: 5:00 p.m. CST, on Friday, May 3, 2013
- Oral Interviews (if needed): Week of May 13, 2013
- Contract Approval: Tuesday, May 21, 2013 (tentative)

## H. PROPOSAL EVALUATION CRITERIA

The proposals submitted by each Contractor, Firm, or Contractor Team, will be evaluated according to the following factors, in order of priority:

- Experience and availability of key personnel;
- Experience on similar projects;
- Approach to community engagement;
- Project approach and solutions to priorities and critical issues.

## I. CONTRACT AWARD

From the firms expressing interest, a committee will review the submittals and rank the firms. If interviews are required to assist in the selection process, the short listed firms will be notified.

The remaining firms will be notified by letter after the agreement is approved by the Board of Aldermen. The total amount of the contract is not to exceed \$81,000.

Awarding of the final contract is subject to the acceptance of a signed funding agreement between the City of Parkville, Missouri and Mid-America Regional Council.

## J. PROJECT BUDGET

The level of funding for this project is based on grant funding awarded through the Planning Sustainable Places Program and a minimum of 20% match from the project sponsor.

- Project total: \$81,000
- Period of performance: **End date of November 30, 2013**

Both the project budget and the period of performance are subject to change based on the availability of funds or other unforeseen events or activities.

## K. U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) OFFICE OF SUSTAINABLE HOUSING AND COMMUNITIES COOPERATIVE AGREEMENT PROVISIONS

MARC and its contractors will be required to comply with the Cooperative Agreement Conditions defined by HUD. These conditions are provided on the MARC website (<http://marc.org/rfp/OSHC-Terms.pdf>) as a separate attachment associated with this request for proposal.

**ATTACHMENT A  
SUMMARY OF ATTACHMENTS**

Following is a brief summary of action required for attachments B through F to this RFP.

<b>Attachment</b>	<b>Necessary Action</b>
Attachment B - <b>AFFIRMATIVE ACTION CHECKLIST</b> .....	complete and return with RFP
Attachment C - <b>CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION</b> .....	complete and return with RFP
Attachment D - <b>CERTIFICATION REGARDING LOBBYING</b> .....	complete and return with RFP
Attachment E - <b>DISADVANTAGE BUSINESS ENTERPRISE (DBE) FORMS</b> .....	complete and return with RFP
Attachment F - <b>FEDERAL TERMS AND CONDITIONS</b> .....	Review only

**ATTACHMENT B  
AFFIRMATIVE ACTION CHECKLIST**

Federal regulations require that any firm with 50 or more employees soliciting an assisted federally funded contract must have an affirmative action program. If applicable, please provide a brief response to the following items that would typically be covered in any such program. You may provide a copy of your program and reference appropriate pages.

1. Date plan was adopted:
2. Name of Affirmative Action Officer:
3. Statement of commitment to affirmative action by the chief executive officer:
4. Designation of an affirmative action officer, of assignment of specific responsibilities and to whom the officer reports:
5. Outreach recruitment:
6. Job analysis and restructuring to meet affirmative action goals:
7. Validation and revision of examinations, educational requirements, and any other screening requirements:
8. Upgrading and training programs:
9. Internal complaint procedure:
10. Initiating and insuring supervisory compliance with affirmative action program:
11. Survey and analysis of entire staff by department and job classification and progress report system:
12. Recruitment and promotion plans (including goals and time tables):

**ATTACHMENT C  
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION**

This Certification is required by the regulation implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants’ responsibilities. The Regulations are published as Part II of the June 1985, Federal Register (pages 33, 036-33, 043)

Read instructions for Certification below prior to completing this certification.

1. The prospective proposer certifies, by submission of this proposal that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any Federal department or agency.
2. Where the prospective proposer is unable to certify to any of the statements in this certification, such prospective proposer shall attach an explanation to this proposal.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Title of Authorized Representative

Instructions for Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion:

1. By signing and submitting this agreement, the proposer is providing the certification as set below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**ATTACHMENT D  
CERTIFICATION REGARDING LOBBYING**

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersign, to any person influencing or attempting to influence an officer or employee of a federal agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for attempting to influence an officer or employee of any federal agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal or Federally assisted contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
  
3. The undersigned shall require that the language of this certification be included in the award documents of all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 32, US Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
Name of Entity

\_\_\_\_\_  
Name and Title of Authorized Official

\_\_\_\_\_  
Signature of above Official

\_\_\_\_\_  
Date

**ATTACHMENT E  
DISADVANTAGE BUSINESS ENTERPRISE (DBE) FORMS**

**Forms 1 & 2 for Demonstration of Good Faith Efforts**

FORM 1: DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

- The bidder/offeror is committed to a minimum of \_\_\_\_ % DBE utilization on this contract.
  
- The bidder/offeror (if unable to meet the DBE goal of 16%) is committed to a minimum of \_\_\_\_% DBE utilization on this contract and submits documentation demonstrating good faith efforts.

\_\_\_\_\_  
Name of bidder/offeror's firm

\_\_\_\_\_  
State Registration No.

\_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Signature of above Representative

\_\_\_\_\_  
Date

FORM 2: LETTER OF INTENT  
(Submit this page for each DBE subcontractor.)

Name of bidder/offeror's firm: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Name of DBE firm: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ e-mail address \_\_\_\_\_

Description of work to be performed by DBE firm:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is \$ \_\_\_\_\_.

Affirmation

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

\_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Signature of above Representative

\_\_\_\_\_  
Date

If the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

**ATTACHMENT F  
FEDERAL TERMS AND CONDITIONS**

1. **Incorporation of Federal Transit Administration (FTA) Terms**. The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in [FTA Circular 4220.1E](#) are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Consultant shall not perform any act, fail to perform any act, or refuse to comply with any City requests which would cause the City to be in violation of the FTA terms and conditions.
  
2. **No Obligation by the Federal Government**. The Consultant 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 the Consultant, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Consultant agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by USDOT. It is further agreed that the clause shall not be modified, except to identify the subconsultant who will be subject to its provisions.

3. **Program Fraud and False or Fraudulent Statements Acts**. The Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. and USDOT 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 Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or a USDOT assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Consultant 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 Consultant to the extent the Federal Government deems appropriate. The Consultant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Consultant, to the extent the Federal Government deems appropriate.
  
4. **Access to Records**. The following access to records requirements apply to this Contract: The Consultant agrees to provide the City, MARC, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books,

documents, papers and records of the Consultant which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Consultant also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Consultant access to Consultant's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

- A. The Consultant agrees to provide the City, MARC, the FTA Administrator or his authorized representatives, including any PMO Consultant, access to the Consultant's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
  - B. The Consultant agrees to provide the City, MARC, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Consultant which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
  - C. The Consultant shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
  - D. The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
  - E. The Consultant agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years (3) 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 Consultant agrees to maintain same until the City, MARC, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
5. **Changes to Federal Requirements.** The Consultant shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the between the City, MARC, and FTA, as they may be amended or promulgated from time to time during the term of this contract. Consultant's failure to so comply shall constitute a material breach of this contract.
6. **Civil Rights.**The following requirements apply to the underlying contract:
- A **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C.

§ 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Consultant agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Consultant agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

**B Equal Employment Opportunity** - The following equal employment opportunity requirements apply to the underlying contract:

1. **Race, Color, Creed, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Consultant agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Consultant agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.
2. **Age** - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Consultant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.
3. **Disabilities** - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Consultant agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.
4. The Consultant also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only

if necessary to identify the affected parties.

- C Disadvantaged Business Enterprises. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". A contract goal of **16 %** DBE participation has been established for this project.
1. The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Consultant 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 City deems appropriate. Each subcontract the Consultant signs with a subconsultant must include the assurance in this paragraph (see 49 CFR 26.13(b)).
  2. The Consultant is required to pay its subconsultants performing work related to this contract for satisfactory performance of that work no later than 30 days after the Consultant's receipt of payment for that work from the City. In addition, the Consultant is required to return any retainage payments to those subconsultants within 30 days after incremental acceptance of the subconsultant's work by the City and Consultant's receipt of the partial retainage payment related to the subconsultant's work.
  3. The Consultant must promptly notify the City, whenever a DBE subconsultant performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subconsultant to perform at least the same amount of work. The Consultant may not terminate any DBE subconsultant and perform that work through its own forces or those of an affiliate without prior written consent of the City.
- D Suspension and Debarment. This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Consultant is required to verify that none of the Consultant, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Consultant is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

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

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

- E Lobbying. The Consultant hereby certifies that the federal funds provided under the terms of this Agreement will not be paid, by or on behalf of the Consultant, to any person to influence an officer or employee of any federal agency or federal elected official. The Consultant will provide full disclosure of any non-federal resources expended to lobby any federal official in connection with the Project.
  
- F Clean Air. The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 etseq . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
  
- G 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.