



2011-2013 Regional Travel Options Program Evaluation

RFP 14-2491

Metro Planning and Development Department

600 NE Grand Ave.
Portland, OR 97232
503-797-1700

Project Manager

Caleb Winter

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Senior Transportation Planner
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Department Procurement Staff

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Notice is hereby given that proposals for **RFP 14-2491** for RTO Program Evaluation shall be received by Metro, 600 NE Grand Avenue, Portland OR 97232 until close of business on Sept. 25, 2013. It is the sole responsibility of the Proposer to ensure that Metro receives the Proposal by the specified date and time. Proposals may be mailed, delivered, faxed or emailed. Proposers shall review all instructions and contract terms and condition.

Contracts resulting from this RFP will be paid for with federal funds. The proposal must be based on adherence to all applicable federal laws, regulations, executive orders, rules, policies, procedures and directives including but not limited to the following: (1) all applicable terms and conditions set forth in the most recent Federal Transit Administration (FTA) Master Agreement, (2) 48 CFR part 31, Contract Cost Principles and Procedures, (3) FTA Circular 5010.1D and (4) CFR 225 (OMB Circular A-87) Cost Principles for State, Local, and Indian Tribal Governments.

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I. INTRODUCTION

The Planning and Development Department of Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, located at 600 NE Grand Avenue, Portland, OR 97232-2736, is requesting proposals for RTO Program Evaluation. Proposals will be due as indicated on the RFP cover page.

This study will require consulting and program evaluation services to evaluate the RTO program for fiscal years 2012 and 2013 (July 2011 through June 2013).

Proposals will be due as indicated on the RFP cover page.

Details concerning the project and proposal are contained in this document.

II. BACKGROUND/HISTORY OF PROJECT

Project Description 2011-2013 RTO Evaluation

Metro's 2040 Growth Concept sets forth a long-range growth management strategy that encourages growth within existing centers and corridors, along with some expansion of the urban growth boundary. The future success of the plan relies on reducing private motor vehicle travel by reducing the number and length of trips. This will be done, in part, by increasing the share of trips made using transit, walking, bicycling, carpooling, and telecommuting. These are generally referred to as non-single-occupant vehicle (non-SOV) modes. To help implement the Growth Concept, Metro's Regional Travel Options (RTO) Program works to increase awareness of non-SOV alternatives and increase the provision of those alternatives.

The program complements other strategies, including land use policies and infrastructure investment. In addition to policies contained in the 2040 Growth Concept and Regional Transportation Plan (RTP), the RTO Program is governed by a strategic plan. In January 2004, the Metro Council adopted the first such plan, Regional Travel Options Program 5-Year Strategic Plan. An update five-year plan was adopted in March 2008, the 2008-2013 Strategic Plan.¹ The newest five-year plan, the 2012-2017 RTO Strategic Plan,² was adopted by Metro Council May 24, 2012. This evaluation will evaluate progress based on the 2008-2013 Strategic Plan; however, it will also develop tools and techniques to facilitate RTO program measurement into the future based on the newest Strategic Plan.

From July 2011 through June 2013, the RTO program received funding through the Regional Flexible Funding process that includes the Metropolitan Transportation Improvement Program (MTIP), primarily from Congestion Management and Air Quality (CMAQ) funds from the Federal Transit Administration (FTA). Each Strategic Plan placed an emphasis on evaluation of the program to demonstrate results. Past evaluations were conducted by Nelson\Nygaard, Portland State University and TriMet.³

Per FTA requirements, the RTO program seeks an independent evaluation every two years. The Proposer will evaluate all funded elements of the RTO program from July 2011 through June 2013. Several projects occurred during this time that compliment RTO work in the region but were not funded through the RTO program (marked with an asterisk). Reports produced by these non-funded efforts should be reviewed and referenced but no further analysis is expected. Elements of the evaluation are included below (with references to goals from the 2008-2013 RTO Strategic Plan):

¹ Link to 2008-2013 RTO Strategic Plan http://library.oregonmetro.gov/files/rto_strategicplan_6-10-08.pdf

² Link to 2012-2017 RTO Strategic Plan http://library.oregonmetro.gov/files/2012-2017_rtostrategicplan_adopied_by_council_5-24-12.pdf

³ Link to past evaluations <http://www.oregonmetro.gov/index.cfm/go/by.web/id=12130>

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Collaborative marketing and traveler information tools (Goals 1 and 3)

- Drive Less Save More outreach
- Bike There! map distribution and outreach
- Walk There! guidebook distribution and outreach
- Sponsorships (small grants for events)

Commuter services (Goal 2)

- TriMet Employer Outreach
- Regional Vanpool program
- Commute trips logged on Drive Less Connect (an on line ridematching and trip logging tool), in part for the July Carefree Commuter Challenge
- SMART/Wilsonville Employer Outreach

Downtowns and centers (Goal 4)

- Transportation Management Associations (TMAs)
 - Lloyd TMA
 - Swan Island TMA
 - Gresham Regional Center TMA
 - WTA TMA
 - South Waterfront Community Relations (TMA)

Residential Services: Individualized marketing (residential outreach) (Goal 1, Objective 2, Strategy 1)

- Gresham Civic Drive Station
- Portland N/NE SmartTrips
- Wilsonville, Discover Wilsonville

RTO Grant Program⁴ (mix of Goals)

- BTA Bike Commute Challenge (Goal 2)
- City of Forest Grove, Forest Grove bicycle parking shelters
- City of Wilsonville/SMART, Wilsonville Sunday Streets
- City of Wilsonville/SMART, Ped/Bike Coordinator
- City of Portland Sunday Parkways
- Community Cycling Center Communities in Motion: Increasing Capacity for Active Transportation
- Lloyd TMA Lloyd Links personalized assistance to area residents and employees (Goal 2)
- TriMet multi-modal trip planner open-source programming (Phase 2)

Several RTO Grants are incomplete as of June 2013. Less rigorous evaluation is expected on these since they have not completed post surveys and reporting:

- City of Tigard, Downtown Tigard walking map and way-finding system
- OPAL, East Portland Community Bus Stop Assessment
- Home Forward (formerly Housing Authority of Portland), Regional Work Source, Transportation Mobility Counseling
- Tualatin Hills Parks and Recreation, THPRD Trails to Transit and Beyond, Way-finding System

The 2008-2013 Strategic Plan also has estimates of the impacts of many of these programs. The last evaluation of the RTO Program covered data up to June 30, 2011.

Objectives

Produce an independent evaluation of Metro's RTO Program activities from July 2011 through June 2013.

Produce a draft and final report and presentation materials.

Present the evaluation to the RTO Collaborative Marketing Group and to the Transportation Policy Alternatives Committee (convened by Metro).

⁴ Link to list of awarded RTO Grants for 2011-2013 <http://www.oregonmetro.gov/index.cfm/go/by.web/id=41929>

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Task 1: Conduct independent review

Review materials submitted by RTO funding recipients to Metro; plus, Metro carpool, vanpool and Drive Less/Save More materials (provided by Metro). Metro will also provide copies of the contracts and other agreements between Metro and the grantees describing what the project proposed and accomplish. The Proposer will review past two evaluations.⁵ The Proposer will review all materials and prepare for follow-up questions. Maintain contact with Metro RTO staff throughout the project to obtain necessary information to conduct the evaluation and provide progress updates.

Metro will provide materials for all funded projects and programs subject to this evaluation (e.g., scopes of work, data and final reports).

The Proposer will conduct an independent review of all data. The Proposer will analyze the quantitative data collected from the funding recipients and compare findings to the original objectives and managers' evaluations. The quantitative analysis will focus on those programs with sufficient quantitative data, including but not limited to TriMet, Wilsonville SMART and TMA Employer Outreach, Drive Less Connect, individualized marketing projects, Metro VanPool, commuter challenges and other grants. Metro will share quantitative analysis methods and spreadsheets used in the past.

The Proposer will also review qualitative information reported by projects that is relevant. The Proposer may contact RTO staff and partners for additional information.

Deliverable for Task 1:

Provide draft charts and tables showing in-depth analysis comparing trends within the RTO program and quantifying outcomes where possible. Specific metrics that must be analyzed and reported are below (broken into Commuter Services, Residential Services and RTO program totals):

Commuter Services

- Aggregate historical commute mode split based on ECO survey data from baselines in the mid-1990s to recent results
- Analyze recent changes to commute mode split (over the last 4 to 6 year time period) based on ECO survey data, showing VMR accrued during the investment period of this evaluation
- Contrast mode splits to commute trends from Metro's Oregon Household Activity Survey, American Community Survey, Census or other sources
- Estimate auto trip reductions (ATR) and resulting vehicle miles reduced (VMR) for each Metro RTO program and project that collected enough data to make one reasonable, conservative estimate of average annual reductions. Return on investment (ROI) is typically calculated as the RTO-cost per VMR (historically the cost side has not included match). These estimates should be separated between VMR accrued during the investment period form VMR accrued during earlier investment periods
- Assess the percent of employers RTO supports to comply with DEQ ECO Rules
- Other statistics are outputs such as the number reached: employers, employment sites, employees or commuters

Residential Services

- Review and summarize individualized marketing (IM) project reports by reporting percentage point and relative changes in all transportation modes. Include number of participants, participating households and vehicle miles reduced from project reports
- Report location(s) and number of people reached by RTO education and outreach efforts, including any documented outcomes

⁵ Link to past evaluations <http://www.oregonmetro.gov/index.cfm/go/by.web/id=12130>

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RTO Program Totals

- One conservative estimate must be made for annual ATR, VMR and ROI from the whole RTO program using a method described by the Proposer. The Proposer is expected to improve upon past methods that estimated a “high” and “low” ATR, VMR and ROI

Task 2: Performance measure recommendations

- The Proposer will provide a stand-alone table to cross-reference findings from the RTO evaluation with performance measures from other regional plans including the Regional Transportation Plan, Climate Smart Communities and Equity Strategy (Equity Baseline forthcoming). This first step will show how RTO relates to the “big picture” by showing how RTO outcomes help meet regional goals.
- The Proposer will then take a closer look at elements of RTO measurements to make recommendations that align RTO programs under common performance measures, methods and metrics. The recommendations should take into account:
 - Sources of data (ECO surveys, before and after surveys, RTO Travel and Awareness Survey,⁶ vanpool data, and trip logging data from online tools).
 - The evaluation framework recommended by PSU that shows RTO projects measured by inputs, outputs, awareness, participation, satisfaction and action/outcome.⁷
 - The triple-bottom line framework examples, scaled to cost, from the 2012-2017 RTO Strategic Plan (for example, economic benefits, expanded job opportunities, improved employee health, improved environmental quality).
 - RTO grants that began July 2013; 2013-2015 RTO grant scopes of work.
 - The RTO marketing and outreach plan.⁸
- The consultant will make recommendations to align current RTO grant criteria with performance measure recommendations.⁹

Deliverables for Task 2:

- Table that relates RTO metrics to performance measures in plans
- Recommend methods to strengthen performance measurement and outcomes in current 2013-2015 RTO grants that will help the next evaluation; and, recommend methods to implement in subsequent evaluations

Task 3: Prepare draft evaluation report

Based upon the information collected in Task 1, and review of performance measures in Task 2, the evaluator will prepare a draft report for Metro staff, RTO partners and regional stakeholders such as the Transportation Policy Alternatives Committee (TPAC).

The first section of the report will evaluate each of the projects listed above as well as progress in meeting the program’s goals. In all cases, the overall program and individual projects will be evaluated in comparison to the objectives and impact estimates presented in the 2008-2013 Strategic Plan and related documents identified by Metro staff. The Proposer will identify methods (grounded in social science) to evaluate the value of RTO marketing and educational efforts to achieve RTO goals including outreach, advertising and social media. A sample table of contents is provided at the end of this scope of work.

Metro will review draft report and provide feedback. (communications placeholder)

⁶ Link to 2012 RTO Travel and Awareness Survey report

http://library.oregonmetro.gov/files/2012_rto_travel_and_awareness_report_v1.pdf

⁷ Link to matrix in RTO Strategic Plan, Appendix E, .pdf pages 74-75 http://library.oregonmetro.gov/files/2012-2017_rtostrategicplan_appendices_a-e.pdf

⁸ RTO Marketing Strategy and Plan as of Spring 2013 <http://bit.ly/17xcPpr>

⁹ RTO Grant Packet with criteria on pages 6-9 http://library.oregonmetro.gov/files/1_2013-15_rtograntpacket_final.pdf

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Deliverable for Task 3:

- Submit draft evaluation report for RTO staff review

Task 4: Present evaluation at RTO partners and stakeholders meeting

Present draft evaluation at RTO partners and stakeholders meeting. The Proposer will present the results of the evaluation to the RTO partners

Deliverable for Task 4:

- Presentation at RTO partners meeting(s) (up to 2 presentations of the draft report)

Task 5: Prepare and submit final report.

- Prepare final report. Based on feedback from Metro staff and the RTO partners and stakeholders, the evaluator will revise and finalize the report. The conclusions in the final evaluation will be those of the evaluator
- To the extent possible, Metro will assist with responses to feedback by the RTO partners and stakeholders

Deliverable for Task 5:

- Judiciously incorporate feedback from draft report and presentation(s). Submit final report incorporating feedback in such a way that still preserves the independent nature of the Proposer's evaluation. Make final presentations (up to 3 presentations of information from the final report)

Deliverable Schedule

Provide update on independent review of program data (Task 1)	Oct. 18, 2013
Performance measurement recommendations (Task 2)	Oct. 28, 2013
Submit draft evaluation report (Task 3)	Nov. 7, 2013
Present evaluation at RTO Collaborative Marketing Group (Task 4)	Nov. 12, 2013
Submit final report based on feedback (Task 5)	Nov. 30, 2013

Note: Metro acknowledges the above schedule is an approximation only. Any changes to the above schedule shall be made in writing to and approved in writing by the Metro project manager.

Sample Table of Contents for 2011-2013 Evaluation RFP

Executive Summary

- Background
- Findings
- Challenges and opportunities
- VMT reduction estimates

Introduction

- Layout of report
- Method
- Key accomplishments and outcomes/outputs
- Total program investments
- Program key accomplishments

Findings

- Program elements for two-year period
- List of programs evaluated (includes table showing programs, funds, % local match, total expenditures)
- Services provided
- Comparison to other TDM programs nationally
- VMT reductions

Evaluation results

- Description of programs (includes matrix); possible case studies to explain program benefits
- Commuter services section (employer outreach, Drive Less Connect, vanpool program, BTA Bike Commute Challenge, Carefree Commuter Challenge, etc.)
- Residential services such as IM, RTO Grants for bike/walk maps, wayfinding signage, BikeThere!, Walk There!.

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- collaborative marketing, end-of-trip facilities (e.g., bike racks))
- Program VMR estimates (matrix)
- o Split programs out by mode where appropriate (transit, bike, walk, rideshare)
- Core programs
- Vanpool program
- Employer outreach (TriMet, SMART)
- TMAs
- Travel options grants
- Individualized marketing projects

Evaluation summary

- Highlights
- Lessons learned
- Highlights of recommendations for future evaluations under the 2012 - 2017 RTO Strategic Plan (see appendix D for details)

Conclusions

- Contract requirements
- Reporting and invoicing
- Lessons learned

III. PROPOSED SCOPE OF WORK/SCHEDULE

Metro is seeking proposals from qualified firms to perform the following:

The term of the contract is anticipated to be September of 2013 through June 2014.

IV. QUALIFICATIONS/EXPERIENCE

Proposers shall be expert at:

- Understanding transportation and land use planning
- Assessing return-on-investment (including economic impacts) and opportunity cost
- Understanding public-private partnership models and non-profits
- Assessing performance measures
- Conducting program evaluation
- Maintaining objectivity
- Developing and using methods to quantify or otherwise report outcomes from education and encouragement programs

V. PROJECT ADMINISTRATION

Caleb Winter, Metro's project manager, will administer the project. Proposer shall identify one point of contact for the resulting contract.

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VI. PROPOSAL INSTRUCTIONS

A. Submission of Proposals:

Metro recommends proposal submission be emailed to Dianne.Hutchins@oregonmetro.gov or faxed to 503-797-1930. However, two (2) copies of the proposal can be mailed or hand-delivered to Metro, addressed to:

Metro Planning and Development Department
Attention:
Dianne Hutchins
Senior Management Analyst
RFP 14-2049
600 NE Grand Avenue
Portland, OR 97232-2736

B. Deadline

Proposals will not be considered if received after the date and time indicated on the RFP cover page.

C. RFP as Basis for Proposals:

This Request for Proposals represents the most definitive statement Metro will make concerning the information upon which Proposals are to be based. Any verbal information which is not addressed in this RFP will not be considered by Metro in evaluating the Proposal. All questions relating to this RFP should be addressed to Dianne.Hutchins@oregonmetro.gov. Any questions, which in the opinion of Metro, warrant a written reply or RFP addendum will be furnished to all parties receiving this RFP. Metro may not respond to questions received after 3:00 p.m. on Sept. 20, 2013.

D. Information Release

All Proposers are hereby advised that Metro may solicit and secure background information based upon the information, including references, provided in response to this RFP. By submission of a proposal all Proposers agree to such activity and release Metro from all claims arising from such activity. In Accordance with Oregon Public Records Law (ORS 192), proposals submitted will be considered part of the public record, except to the extent they are exempted from disclosure.

E. Minority, Women, Disadvantaged and Emerging Small Business Program

In the event that any subcontracts are to be utilized in the performance of this agreement, the Proposer's attention is directed to Metro Code provisions 2.04.100, which encourages the use of minority, women and emerging small businesses (MWESB) to the maximum extent practical. Metro Code 2.04.100 is available at http://library.oregonmetro.gov/files/chap2.04_clean_eff_042111_revised_version_081711.pdf.

As the resulting contract will be paid for with Federal Transportation Administration (FTA) funds Disadvantaged Business Enterprises are added to the above paragraph.

VII. PROPOSAL CONTENTS

The proposal should contain no more than ten (10) pages of written material (excluding biographies, resumes and brochures, which may be included in an appendix), describing the ability of the Proposer to perform the work requested, as outlined below. If proposals are not emailed or faxed, printed proposals should be submitted on recyclable, double-sided recycled paper (post consumer content). No waxed page dividers or non-recyclable materials should be included in the proposal.

A. Transmittal Letter:

Indicate who will be assigned to the project, who will be project manager, and that the proposal will be valid for ninety (90) days.

B. Approach/Project Work Plan:

Describe how the work will be done within the given timeframe and budget. Include a proposed work plan and schedule.

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C. Staffing/Project Manager Designation:

Identify specific personnel assigned to major project tasks, their roles in relation to the work required, percent of their time on the project, and special qualifications they may bring to the project. Include resumes of individuals proposed for this contract.

Metro intends to award this contract to a single firm to provide the services required. Proposals must identify a single person as project manager to work with Metro. The Proposer must assure responsibility for any subconsultant work and shall be responsible for the day-to-day direction and internal management of the Proposer effort. **The intended or possible use of subconsultants must be listed in the proposal.**

D. Experience:

Indicate how your Firm meets the experience requirements listed in Section IV of this RFP. List projects conducted over the past five (5) years which involved services similar to the services required here. For each of these other projects include the name of the customer contact person, his/her title, role on the project, and telephone number. Identify persons on the proposed project team who worked on each of the other projects listed, and their respective roles.

E. Cost/Budget

Present the proposed cost of the project and the proposed method of compensation. List hourly rates for personnel assigned to the project, total personnel expenditures, support services, and subconsultant fees (if any). Requested expenses should also be listed.

The anticipated budget for this project is **\$31,000.00**

F. Diversity in Employment and Contracting:

- Work Force Diversity – Describe your work force demographics (number of employees, race and gender) and the measurable steps taken to ensure a diverse work force, including company policies and practices that promote the hiring and retention of women and ethnic minorities
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- Diversity in Contracting – Describe your history of working with diverse firms, including any MWESB -DBE-certified firms. Describe a project for which you worked with minorities, women or emerging small businesses. Please provide the project name, method used to achieve participation – for example, joint ventures, subcontracts or purchase of equipment or supplies from a certified firm – and the dollar amount or percentage of the project budget expended on such participation
-
- Diversity of Firm – Describe the ownership of your firm and whether or not your firm is certified by the State of Oregon as an MBE, WBE, DBE or ESB. Provide certification number, if applicable

G. Exceptions to Standard Agreement and RFP:

Carefully review the Standard Agreement attached hereto as Exhibit A and incorporated herein. This is the standard agreement that successful respondents to this RFP will be required to execute. **RFP respondents wishing to propose any exceptions or alternative clauses to the agreement or to any specified criteria within this RFP must propose those exceptions or alternative clauses in their Proposal.** Metro shall not be required to consider contract revisions proposed during contract negotiation and award. Proposed exceptions or alternative clauses should be accompanied by explanatory comments that are succinct, thorough and clear.

VIII. GENERAL PROPOSAL/CONTRACT CONDITIONS

A. Limitation and Award:

This RFP does not commit Metro to the award of a contract, nor to pay any costs incurred in the preparation and submission of proposals in anticipation of a contract. Metro reserves the right to waive minor irregularities, accept or reject any or all proposals received as the result of this request, negotiate with all qualified sources, or to cancel all or part of this RFP.

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B. Billing Procedures:

Proposers are informed that the billing procedures of the selected firm are subject to the review and prior approval of Metro before reimbursement of services can occur. Proposer's invoices shall include the Metro contract number, an itemized statement of the work done during the billing period, and will not be submitted more frequently than once a month. Payment shall be made by Metro on a Net thirty (30) day basis upon approval of Proposer invoice.

C. Validity Period and Authority:

The proposal shall be considered valid for a period of at least ninety (90) days and shall contain a statement to that effect. The proposal shall contain the name, title, address, and telephone number of an individual or individuals with authority to bind any company contacted during the period in which Metro is evaluating the proposal.

D. Conflict of Interest:

A firm filing a proposal thereby certifies that no officer, agent, or employee of Metro or Metro has a pecuniary interest in this proposal or has participated in contract negotiations on behalf of Metro; that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other Proposer for the same call for proposals; the Proposer is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.

E. Equal Employment and Nondiscrimination Clause

Metro and its contractors will not discriminate against any person(s), employee or applicant for employment based on race, color, religion, sex, national origin, age, marital status, familial status, gender identity, sexual orientation, disability for which a reasonable accommodation can be made, or any other status protected by law. Metro fully complies with Title VI of the Civil Rights Act of 1964 and related statutes and regulations in all programs and activities. For more information, or to obtain a Title VI Complaint Form, see www.oregonmetro.gov.

IX. EVALUATION OF PROPOSALS

A. Evaluation Procedure:

Proposals received that conform to the proposal instructions will be evaluated. The evaluation will take place using the evaluation criteria identified in the following section. Interviews may be requested prior to final selection of one firm. Award shall be made to the highest ranked Proposer based on the stated evaluation criteria. In the event negotiations are unsuccessful, Metro reserves the right to negotiate with the next highest ranked firms.

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B. Evaluation Criteria:

This section provides a description of the criteria which will be used in the evaluation of the proposals submitted to accomplish the work defined in the RFP.

	Percentage of Total Score
Project Work Plan/Approach	30%
<ul style="list-style-type: none"> Demonstration of understanding of the project objectives Approach and methods to complete tasks Project timeline 	
Experience	30%
<ul style="list-style-type: none"> Project Proposer/staff experience Similar project experience 	
Budget/Cost Proposal	20%
<ul style="list-style-type: none"> Projected cost/benefit of proposed work plan/approach 	
Diversity in Employment and Contracting	20%
<ul style="list-style-type: none"> Work Force Diversity, Diversity in Contracting, Diversity of Firm 	
TOTAL	100%

X. **NOTICE TO ALL PROPOSERS -- STANDARD AGREEMENT**

The attached Agreement included herein reflects preliminary, draft contract language and selected, proposed contract terms for this procurement. Proposers should be aware that such language terms and provisions are for illustrative purposes only and that Metro reserves the right, following submission and ranking of all proposals submitted in response to this procurement, to amend, modify or negotiate over any and all such contract language, terms and provisions regarding the agreement arising from this procurement.

By submitting a proposal in response to this procurement, Proposers **acknowledge that they are aware** of and do not object to any later, potential amendment and modification of such preliminary, draft language and terms. In addition, by responding to this procurement, Proposers **acknowledge that they are aware of** their ability to offer alternatives to any of the preliminary, draft contract language and proposed contract terms set forth herein.



Personal Services Agreement

Metro Contract XXXXXX

Personal Services less than \$50,000

THIS AGREEMENT is between **Metro**, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, located at 600 N.E. Grand Avenue, Portland, OR 97232-2736, and **Company Name**, referred to herein as "Contractor," located at **address, City, State Zip**.

In exchange for the promises and other consideration set forth below, the parties agree as follows:

1. **Duration.** This Personal Services Agreement shall be effective **Month XX, 201X** and shall remain in effect until and including **Month XX, 201X**, unless terminated or extended as provided in this Agreement.
2. **Scope of Work.** Contractor shall provide all services and materials specified in the attached "Attachment A -- Scope of Work," which is incorporated into this Agreement by reference. All services and materials shall be provided by Contractor in accordance with the Scope of Work, in a competent and professional manner. To the extent that the Scope of Work contains additional Agreement provisions or waives any provision in the body of this Agreement, the Scope of Work shall control.
3. **Payment.** Metro shall pay Contractor for services performed and materials delivered in the amount(s), manner and at the time(s) specified in the Scope of Work for a maximum sum not to exceed **XXXXXXXXXXXXXXXXXX** AND **XX/100ths** DOLLARS (\$**XXXXXX.XX**). Payment shall be made by Metro on a Net thirty (30) day basis upon approval of Contractor invoice.
4. **Insurance.** Contractor shall purchase and maintain at the Contractor's expense, the following types of insurance, covering the Contractor, its employees, and agents:
 - (a) The most recently approved ISO (Insurance Services Office) Commercial General Liability policy, or its equivalent, written on an occurrence basis, with limits not less than \$1,000,000.00 per occurrence and \$1,000,000.00 aggregate. The policy will include coverage for bodily injury, property damage, personal injury, contractual liability, premises and products/completed operations. Contractor's coverage will be primary as respects Metro
 - (b) Automobile insurance with coverage for bodily injury and property damage and with limits not less than minimum of \$1,000,000.00 per occurrence
 - (c) Workers' Compensation insurance meeting Oregon statutory requirements including Employer's Liability with limits not less than \$500,000.00 per accident or disease

Metro, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSUREDs on Commercial General Liability and Automobile policies.

Contractor shall provide to Metro thirty (30) days notice of any material change or policy cancellation.

Contractor shall provide Metro with a Certificate of Insurance complying with this article upon return of the Contractor signed Agreement to Metro. Certificate of Insurance shall identify the Metro Agreement number.

5. **Indemnification.** Contractor shall indemnify and hold Metro, its agents, employees and elected officials harmless from any and all claims, demands, damages, actions, losses and expenses arising out of or in any way connected with its performance of this Agreement, or with any patent infringement or copyright claims arising out of the use of Contractor's designs or other materials by Metro and for any claims or disputes involving subcontractors.
6. **Maintenance of Records.** Contractor shall maintain all of its records relating to the Scope of Work on a generally recognized accounting basis and allow Metro the opportunity to inspect and/or copy such records at a convenient place during normal business hours. All required records shall be maintained by Contractor for six years after Metro makes final payment and all other pending matters are closed.

Personal Services Agreement

Metro Contract XXXXXX

7. Ownership of Documents. All documents of any nature including, but not limited to, reports, drawings, works of art and photographs, produced by Contractor pursuant to this Agreement are the property of Metro, and it is agreed by the parties that such documents are works made for hire. Contractor hereby conveys, transfers, and grants to Metro all rights of reproduction and the copyright to all such documents.

8. Project Information. Contractor shall share all project information and fully cooperate with Metro, informing Metro of all aspects of the project including actual or potential problems or defects. Contractor shall abstain from releasing any information or project news without the prior and specific written approval of Metro.

9. Independent Contractor Status. Contractor shall be an independent contractor for all purposes and shall be entitled only to the compensation provided for in this Agreement. Under no circumstances shall Contractor be considered an employee of Metro.

Contractor shall provide all tools or equipment necessary to carry out this Agreement, and shall exercise complete control in achieving the results specified in the Scope of Work.

Contractor is solely responsible for its performance under this Agreement and the quality of its work; for obtaining and maintaining all licenses and certifications necessary to carry out this Agreement; for payment of any fees, taxes, royalties, or other expenses necessary to complete the work except as otherwise specified in the Scope of Work; and for meeting all other requirements of law in carrying out this Agreement.

Contractor shall identify and certify tax status and identification number through execution of IRS form W-9 prior to submitting any request for payment to Metro.

10. Right to Withhold Payments. Metro shall have the right to withhold from payments due to Contractor such sums as necessary, in Metro's sole opinion, to protect Metro against any loss, damage, or claim which may result from Contractor's performance or failure to perform under this Agreement or the failure of Contractor to make proper payment to any suppliers or subcontractors.

11. State and Federal Law Constraints. Both parties shall comply with the public contracting provisions of ORS chapters 279A, 279B and 279C and the recycling provisions of ORS 279B.025 to the extent those provisions apply to this Agreement. All such provisions required to be included in this Agreement are incorporated herein by reference. Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations including those of the Americans with Disabilities Act.

Metro considers "**Contractor**" to be a **Contractor** compensated with federal funds. Funding for this project is obtained from an Agreement between Metro and the FEDERAL TRANSIT ADMINISTRATION (FTA), utilizing Congestion Mitigation and Air Quality (CMAQ) funds or STP funds, CFDA No. 20.507.

As federal funds are involved in this Agreement, **Exhibit B – Federal Clauses and Attachments A - Debarment Certification** are attached and by this reference are hereby made part of this Agreement and incorporated herein as if set forth in full.

Contractor shall comply with all applicable federal laws, regulations, executive orders, rules, policies, procedures and directives, whether or not expressly set forth in this Agreement, including (without limitation) the following:

- all applicable terms and conditions set forth in the most recent FTA Master Agreement
- 49 CFR Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
- OMB Circular 2 CFR 225 (formerly A-87), Cost Principles for State, Local and Indian Tribal Governments
- FTA Circular 5010.1D

12. Situs. The situs of this Agreement is Portland, Oregon. Any litigation over this agreement shall be governed by the laws of the State of Oregon and shall be conducted in the Circuit Court of the state of Oregon for Multnomah County, or, if jurisdiction is proper, in the U.S. District Court for the District of Oregon.



Metro

600 NE Grand Avenue
Portland, OR 97232-2736
503-797-1700

Personal Services Agreement

Metro Contract XXXXXX

13. Assignment. This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstance, be assigned or transferred by either party without Metro's written consent.

14. Termination. This Agreement may be terminated by mutual consent of the parties. In addition, Metro may terminate this Agreement by giving Contractor seven (7) days prior written notice of intent to terminate, without waiving any claims or remedies it may have against Contractor. Termination shall not excuse payment for expenses properly incurred prior to notice of termination, but neither party shall be liable for indirect or consequential damages arising from termination under this section.

15. No Waiver of Claims. The failure to enforce any provision of this Agreement shall not constitute a waiver by Metro of that or any other provision.

16. Modification. Notwithstanding and succeeding any and all prior agreement(s) or practice(s), this Agreement constitutes the entire Agreement between the parties, and may only be expressly modified in writing(s), signed by both parties.

Metro may approve changes and modifications to the original contract, including deletions of work, order of additional materials, and additional services reasonably related to the original work scope.

Contractor may propose changes in the work that Contractor believes are necessary, will result in higher quality work, improve safety, decrease the amount of the contract, or otherwise result in a better or more efficient work product.

If such changes are approved by Metro, they shall be executed by written contract amendment signed by both parties. Such changes shall not relieve Contractor of any obligation or warranty under the contract. No oral statements by either party shall modify or affect the terms of the contract.

17. Severability. The parties agree that any provision of this Contract that is held to be illegal, invalid, or unenforceable under present or future laws shall be fully severable. The parties further agree that this Contract shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never been a part of them and the remaining provisions of the Contract shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Contract.

Furthermore, a provision as similar to the illegal, invalid, or unenforceable provision as is possible and legal, valid and enforceable shall be automatically added to this Agreement in lieu of the illegal, invalid, or unenforceable provision. Any failure by METRO to enforce a provision of the Agreement is not to be construed as a waiver by METRO of this right to do so.

18. Counterparts. This Agreement may be executed in counterparts or multiples, any one of which will have the full force of an original.

19. Delivery of Notices. Any notice, request, demand, instruction, or any other communications to be given to any party hereunder shall be in writing, sent by registered or certified mail or fax as follows:

To Contractor: Contractor Contact
Firm Name
Address
City State Zip
XXX-XXX-XXXX fax

To Metro: Metro Procurement Services
600 NE Grand Ave
Portland, Oregon 97232
503-797-1791 fax

With Copy to: Project Manager
Address
City State Zip
503.XXX-XXXX fax



Metro

600 NE Grand Avenue
Portland, OR 97232-2736
503-797-1700

Personal Services Agreement

Metro Contract **XXXXXX**

CONTRACTOR

By_____

Print Name_____

Title_____

Date_____

METRO

By_____

Print Name_____

Title_____

Date_____

Scope of Work – Attachment A

Metro Contract No. XXXXXX

1. Purpose and Goal of Work

2. Description of the Scope of Work

3. Deliverables/Outcomes

4. Payment and Billing

Contractor shall perform the above work for a maximum price not to exceed XXXXXXXX AND XX/100TH DOLLARS (\$XXXXXX.XX).

INCLUDE HOURLY RATES OR TASK BASED PAYMENTS IF APPLICABLE

The maximum price includes all fees, costs and expenses of whatever nature. Each of Metro's payments to Contractor shall equal the percentage of the work Contractor accomplished during the billing period. Contractor's billing invoices shall include the Metro contract number, Contractor name, remittance address, invoice date, invoice number, invoice amount, tax amount (if applicable), and an itemized statement of work performed and expenses incurred during the billing period, and will not be submitted more frequently than once a month. Contractor's billing invoices shall be sent to Metro Accounts Payable, 600 NE Grand Avenue, Portland, OR 97232-2736 or metroaccountspayable@oregonmetro.gov. The Metro contract number shall be referenced in the email subject line. Contractor's billing invoices for services through June 30 shall be submitted to Metro by July 15. Payment shall be made by Metro on a Net 30 day basis upon approval of Contractor invoice.

The Contractor agrees to comply with all applicable Federal Clauses as outlined in the **October 1, 2012 FTA Master Agreement [FTA MA 19]** including, but not limited to, the following:

A. Application of Federal, State, and Local Laws, Regulations and Guidance.

For purposes of this Master Agreement:

(1) Federal requirement. A Federal requirement includes, but is not limited to a:

- (a) An applicable Federal law,
- (b) Applicable Federal regulation,
- (c) Provision of the Recipient's Underlying Agreement, or
- (d) Provision of this Master Agreement,

(2) Federal guidance. Federal guidance includes, but is not limited to:

(a) Federal guidance such as a:

- 1 Presidential Executive Order,
- 2 Federal order that applies to entities other than the Federal Government,
- 3 Federal published policy,
- 4 Federal administrative practice,
- 5 Federal guideline,
- 6 Letter signed by an authorized Federal official, and
- 7 Other applicable Federal guidance as defined at section 1.j of this Master Agreement, or

(b) Other Federal publications or documents providing official instructions or advice about a Federal program that:

- 1 Are not designated as a "Federal Requirement" in section 2.c (1) of this Master Agreement, and
- 2 Are signed by an authorized Federal official,

(3) Compliance. The Recipient understands and agrees that:

- (a) Federal Requirements. It must comply with all Federal requirements that apply to itself and its Project,
- (b) Federal Guidance. FTA strongly encourages the Recipient and each of its Third Party Participants to follow Federal guidance as described in the preceding section 2.c(2) of this Master Agreement to ensure satisfactory compliance with Federal requirements,
- (c) Alternative Actions. It may violate Federal requirements if it:

- 1 Adopts an alternative course of action not expressly authorized by the Federal Government in writing, and

2 Has not first secured FTA's approval of that alternative in writing,
[FTA Master Agreement §2.c (1) (2) (3)]

B. No Federal Government Obligations to Third Parties.

Except as the Federal Government expressly consents in writing, the Recipient agrees that:

(1) The Federal Government shall not be subject to any obligations or liabilities related to:

- (a) The Project,
- (b) Any Third Party Participant at any tier, or
- (c) Any other person or entity that is not a party (Recipient or FTA) to the underlying Agreement for the Project, and

(2) Notwithstanding that the Federal Government may have concurred in or approved any solicitation or third party agreement at any tier that has affected the Project, the Federal Government shall not have obligation or liability to any:

- (a) Third Party Participant, or
- (b) Other entity or person that is not a party (Recipient or FTA) to the Underlying Agreement.

[FTA Master Agreement, §2.f]

C. False or Fraudulent Statements or Claims.

(1) Civil Fraud. The Recipient acknowledges and agrees that:

(a) Federal law and regulations apply to itself and its Project, including:

- (1) The Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.*, and
- (2) U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31,

(b) By executing the Underlying Agreement, the Recipient certifies and affirms the:

(1) Truthfulness and accuracy of any

- (a) Claim,
- (b) Statement,
- (c) Submission,
- (d) Certification,
- (e) Assurance, or
- (f) Representation, and

(2) For which the Recipient has made, makes, or will make to the Federal Government, and

(c) The Recipient acknowledges that the Federal Government may impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, and other applicable penalties if the Recipient:

(1) Presents, submits, or makes available any information in connection with any:

- (a) Claim
- (b) Statement
- (c) Submission
- (d) Certification
- (e) Assurance, or
- (f) Representation, and

(2) That information is false, fictitious, or fraudulent,

(2) Criminal Fraud. The Recipient acknowledges that 49 U.S.C. § 5323 (1) (1), authorizes the Federal Government to impose the penalties authorized by 18 U.S.C. § 1001 if the Recipient:

(1) Presents, submits, or makes available any information in connection with any:

- (a) Claim
- (b) Statement
- (c) Submission
- (d) Certification
- (e) Assurance, or
- (f) Representation, and

(2) That information is false, fictitious, or fraudulent,

[FTA Master Agreement §3.f]

D. Procurement.

Access to Third Party Contract Records. The Recipient agrees to require, and assures that its Subrecipients will require, its Third Party Contractors at each tier, to provide:

(1) The U.S. Secretary of Transportation and the Comptroller General of the United States, the State, or their duly authorized representatives, access to all third party contract records (at any tier) as required by 49 U.S.C. § 5325(g), and

(2) Sufficient access to all third party contract records (at any tier) as needed for compliance with applicable Federal laws and regulations or to assure proper Project management as determined by FTA.

[FTA Master Agreement §17(u)]

E. Project Implementation.

Changes to Federal Requirements and Guidance.

(1) Requirements and Guidance. New Federal Requirements and Guidance may:

- a. Become effective after the FTA Authorized Official signs the Recipient's

Underlying Agreement awarding funds for the Project, and

- b. Apply to the Recipient or its Project,
[FTA Master Agreement, §2.d (1)]

F. Civil Rights.

The Recipient understands and agrees that it must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Specifically:

- a. Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant will:

- (1) prohibit discrimination based on:

- (a) race,
- (b) color, or
- (c) national origin

- (2) Comply with:

- (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d *et seq.*,
- (b) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. Part 21 and
- (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in the previous section 13.a of this Master Agreement, and

- (3) Except as FTA determines otherwise in writing, follow

- (a) The most recent edition of FTA Circular 4702.1A, "Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance.
- (b) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964, 28 C.F.R. § 50.3, and
- (c) other applicable Federal guidance that may be issued,

- c. Equal Employment Opportunity.

- (1) Federal Requirements and Directives. The Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and:

- (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000e *et seq.*
- (b) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note,

(c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as stated in Section 13.a of this Master Agreement, and,

(d) Comply with other applicable EEO laws and regulations, as provided in Federal guidance, including laws and regulations prohibiting discrimination on the basis of disability, except as the Federal Government determines otherwise in writing.

(2) General. Recipient agrees to

(a) Ensure that applicants for employment and employees are treated during employment without discrimination on the basis of their:

- 1 Race,
- 2 Color,
- 3 Religion,
- 4 Sex,
- 5 Disability,
- 6 Age, or
- 7 National origin.

(b) Take affirmative action that includes, but is not limited to:

- 1 Recruitment advertising,
- 2 Recruitment,
- 3 Employment,
- 4 Rates of pay,
- 5 Other forms of compensation,
- 6 Selection for training, including apprenticeship,
- 7 Upgrading,
- 8 Transfers,
- 9 Demotions,
- 10 Layoffs, and
- 11 Terminations.

(3) Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking “construction” as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures the compliance of each Third Party Participant, with:

(a) U.S. DOL regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. chapter 60, and

(b) Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order No. 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note,

d. Disadvantaged Business Enterprise. To the extent authorized by Federal law, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as “Disadvantaged Business Enterprises” (DBEs), in the Project as follows:

(1) Requirements. The Recipient agrees to comply with:

(a) Section 1101(b) of MAP-21, 23 U.S.C. § 101 note,

- (b) U.S. DOT regulations, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs,” 49 C.F.R. Part 26 and
- (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in Section 13a. of this Master Agreement,

- (2) Assurance. As required by 49 C.F.R. § 26.13(a), the Recipient provides assurance that:

The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. part 26. The Recipient shall take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts.

The Recipient's DBE program, as required by 49 C.F.R. part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*,

g. Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities:

- (1) Federal laws, including:

- (a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities,
- (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities;
- (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities;
- (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and
- (e) Other applicable laws and amendments pertaining to access for elderly individuals or individuals with disabilities,

- (2) The following Federal regulations including:

- (a) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. Part 37,
- (b) U.S. DOT regulations, “Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. part 27,
- (c) U. S. DOT regulations “Transportation for Individuals with Disabilities: Passenger Vessels,” 49 C.F.R. part 39,

(d) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. part 1192 and

(e) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. part 35,

(f) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. part 36,

(g) U.S. EEOC, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. part 1630,

(h) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities,” 47 C.F.R. part 64, Subpart F,

(i) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. part 1194, and

(j) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. part 609, and

(1) Other applicable Federal civil rights and nondiscrimination guidance,
[FTA Master Agreement §13(b) (c) (d) (g)]

G. Private Enterprise.

The Recipient agrees to protect the interests of private enterprise affected by Federal public transportation programs by:

- a. Participation. Encouraging private enterprise to participate in the planning of public transportation and the programs that provide public transportation, to the extent permitted by

(1) 49 U.S.C. § 5306,

[FTA Master Agreement §15(a)]

H. Right of the Federal Government to Terminate.

- a. Justification. After providing notice, the Federal Government may suspend, suspend then terminate, or terminate all or any part of the Federal funding awarded for the Project if:

(1) The Recipient has violated the Underlying Agreement or this Master Agreement, especially if that violation would endanger substantial performance of the Project,

(2) The Recipient has failed to make reasonable progress on the Project,

(3) The Federal Government determines that the continuation of the Federal funding for the Project does not adequately serve the purposes of the law authorizing the Project.

- b. Financial Implications.

(1) In general, termination of Federal funding for the Project will not invalidate obligations properly incurred before the termination date to the extent those obligations cannot be canceled, and

(2) The Federal Government may:

(a) Recover Federal funds it has provided for the Project if it determines that the Recipient has willfully misused Federal funds by:

- 1 Failing to make adequate progress,
- 2 Failing to make appropriate use of Project property, or
- 3 Failing to comply with the underlying Agreement or this Master Agreement

(b) Require the Recipient to refund

- 1 The entire amount of Federal funds provided for the Project, or
- 2 Any lesser amount as the Federal Government may determine, and

c. Expiration of Project Time Period. Except for a Full Funding Grant Agreements, expiration of any Project time period established for the Project does not, by itself, constitute an expiration or termination of the underlying Agreement.

[FTA Master Agreement §12]

I. Debarment and Suspension.

The Recipient agrees that:

(1) It will not engage Third Party Participants that are debarred or suspended except as authorized by:

- (a) U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. Part 1200,
- (b) U.S. OMB, “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 C.F.R. Part 180, including any amendments thereto, and
- (c) Executive Orders Nos. 12549 and 12689. “Debarment and Suspension,” 31 U.S.C. § 6101 *note*,

(2) It will review the “Excluded Parties Listing System” at <http://epls.gov/> (to be transferred to <https://www.sam.gov>), if required by U.S. DOT regulations, 2 C.F.R. Part 1200, and

(3) It will include, and require its Third Party Participants to include a similar condition in each lower tier covered transaction, assuring that all lower tier Third Party Participants:

- (a) Will comply with Federal debarment and suspension requirements, and
- (b) Review the “Excluded Parties Listing System” at <http://www.epls.gov/> (to be transferred to <https://www.sam.gov>), if necessary to comply with U.S. DOT regulations 2 C.F.R. part 1200.

[FTA Master Agreement §3.b]

Exhibit B, Attachment A

Debarment Certification

Metro Contract No. XXXXXX

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTION

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

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

By signing and submitting this Agreement, the Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by **Metro**. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to **Metro**, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C throughout the period of this Agreement. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Signature _____

Name _____

Title _____

Organization _____

Date _____