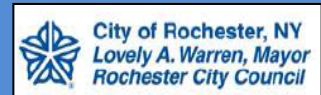


CITY OF ROCHESTER REQUEST FOR PROPOSALS



ROCHESTER MOBILITY ENHANCEMENT STUDY



ROCHESTER MOBILITY ENHANCEMENT STUDY

Issue Date: July 5, 2016

CONTENTS		PAGE
I.	PROJECT DESCRIPTION	
A.	Project Background	3
B.	Project Purpose	3
C.	Project Objectives	8
D.	Project Budget / Project Resources Provided by the City	10
II.	SCOPE OF SERVICES	
	Project Coordination	10
	Public Participation/ Community Feedback	12
	Task 1: Inventory – Transportation / Land Use Data	13
	Task 2: Review Best Practices / Review TOD Concepts	16
	Task 3: Summarize TOD Concepts	16
	Task 4: Create City Transportation Vision	17
	Task 5: Develop City Transportation Policies, Goals and Objectives	17
	Task 6: Analyze Transportation / Mobility / Parking Trends and Technologies	17
	Task 7: Identify TOD Corridors / Urban Village Areas	17
	Task 8: Develop Draft and Final Recommendations	18
III.	PROPOSAL SUBMISSION REQUIREMENTS	19
IV.	ADMINISTRATIVE INFORMATION	
A.	Due Date	20
B.	Project Schedule	21
C.	Questions and Clarifications	21
D.	Evaluation of Proposals	21
V.	STUDY AREA MAP AND PLANNING AREAS	23
VI.	ADDITIONAL PROJECT BACKGROUND MATERIAL	24
VII.	APPENDICES (LIST OF ATTACHMENTS)	25

TITLE OF PROJECT:

ROCHESTER MOBILITY ENHANCEMENT STUDY (RMES)

SUBMISSION DEADLINE:

5:00 P.M., Friday, August 5, 2016

RFP QUESTIONS/CLARIFICATIONS:

QUESTIONS CONCERNING THIS SOLICITATION MAY BE EMAILED TO DOUG BENSON, ASSOCIATE CITY PLANNER, AT BENSOND@CITYOFROCHESTER.GOV . PLEASE REFERENCE THE RFP TITLE ON ALL CORRESPONDENCE.

I. PROJECT DESCRIPTION**A. Project Background**

The City of Rochester, with a 2010 population of 210,565 and a land area of 37 square miles, is the principal municipality within the greater Rochester metropolitan region and is the urban core of Monroe County. The city is experiencing increased public and private investment, particularly in its downtown area, and a growing community consensus around broad principles and practices of sustainability that aim to advance safe and walkable neighborhoods, economic opportunity, and mobility choices for all residents.

The city's comprehensive plan (The Renaissance Plan) was adopted in 1999 and is now being updated. The updated plan will be a product of extensive public interaction between the mayor and city staff, a project steering committee, five neighborhood planning committees, and the citizens of Rochester. The updated plan will describe a vision for the city over the next ten years. The plan will articulate goals, policies, strategies and recommendations that the city will implement over time to achieve that vision.

In 2015, the city received federal transportation funds through the Genesee Transportation Council to assist with identifying potential revisions to its zoning code and map in order to better coordinate transportation goals, policies and projects with land use development and regulation in conformance with the updated comprehensive plan.

B. Project Purpose

This project is entitled: Rochester Mobility Enhancement Study (RMES). The purpose of this project is to first generally identify, examine and understand the broad connections, impacts, feedbacks and relationships between urban transportation goals and policies, key land use and development patterns and issues and the urban regulatory framework (zoning and permitting). These connections, impacts, influences and relationships (or feedback "loops") are conceptually illustrated in **Figure 1** on page 4.



Figure 1: Transportation / Land Use Synergies and Relationships

The project will then specifically evaluate the relationships between Rochester's current and future transportation goals, policies and projects and the city's current and future land use map and development pattern in order to determine appropriate changes or modifications to the city's zoning code and map. These modifications will be proposed in order to align the code with potential new city development and transportation goals and objectives related to transportation choice, transit oriented development (TOD), improved walkability, sustainability and inter-modal connections, the "complete streets" concept and improved public realm design.

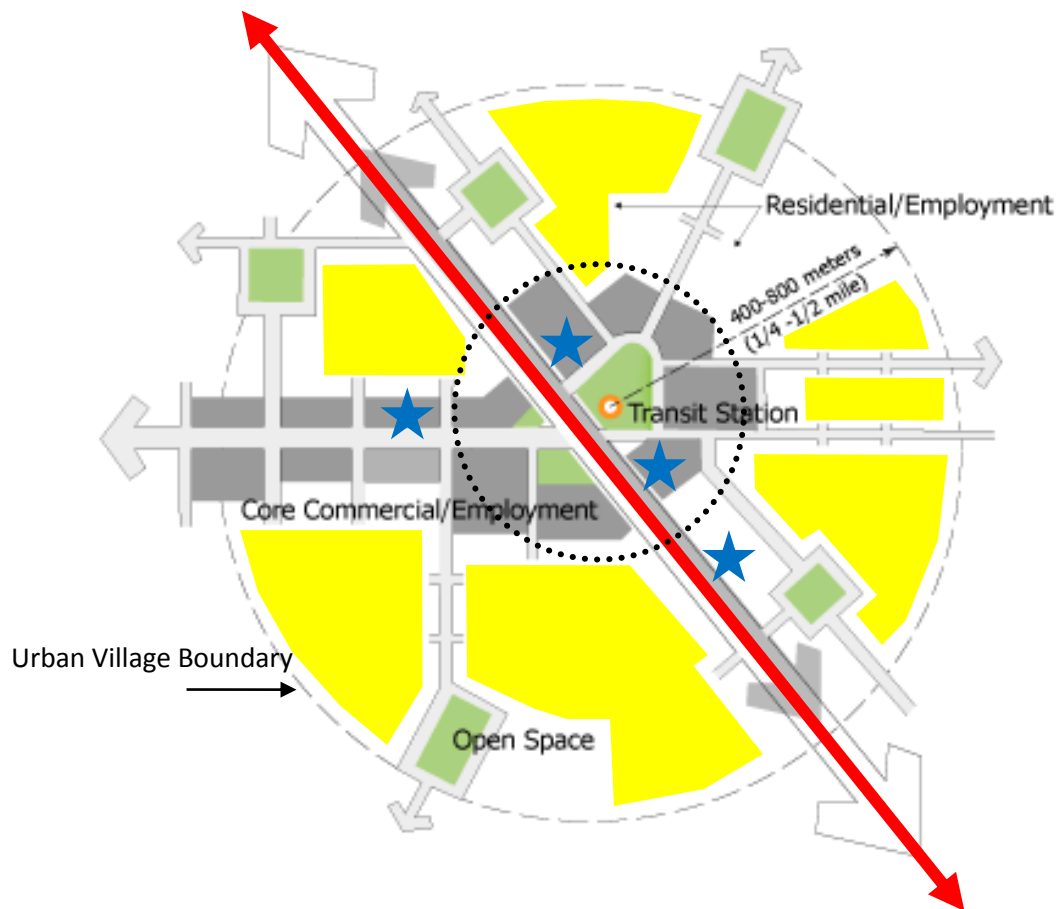
The project will propose revisions to the city's zoning code and zoning map within the five planning areas being utilized as part of the city's comprehensive plan update project. These revisions will be developed through an analysis of the relationships and influences between the city's current and future land use development patterns, zoning district regulations and transportation policies, objectives and projects. The zoning revisions proposed within the five planning areas will be developed in order to promote a future land use pattern and regulatory framework in the city that encourages sustainable development, denser, more pedestrian-scaled neighborhoods, improved access to jobs, parks and open space, reduced auto dependency and increased mobility options and transportation choices for residents and visitors. The concept of transit oriented development and how it might be adapted to Rochester will be a key component of this phase of the project.

Transit-oriented development, or TOD, is a type of community land use development that includes a mixture of housing, office, retail and/or other amenities integrated into a walkable neighborhood and located within a half-mile of quality public transportation. In the City of Rochester, TOD is also known as the "urban village" development concept. A successfully executed TOD concept creates better access to jobs, housing and other opportunities for people of all ages and incomes, provides people from all walks of life with convenient, affordable and active lifestyles and create places where children can play and parents can grow old comfortably. Some of the benefits of TOD include:

1. Reduced household driving and thus lowered regional congestion, air pollution and greenhouse gas emissions;
2. Walkable communities that accommodate more healthy and active lifestyles;
3. Increased transit ridership and fare revenue;
4. Potential for added value created through increased and/or sustained property values where transit investments have occurred;
5. Higher density mixed-use development, community resources, public realm amenities and public open space within easy walking distance;
6. Improved access to jobs and economic opportunities for low-income people and working families; and,
7. Expanded mobility choices that reduce dependence on the automobile, reduce transportation costs and help free up household income for other purposes.

A conceptualized, graphic illustration of the transit oriented development concept is shown in **Figure 2** on page 6.

- Higher Density Residential and/or Employment Center
- Mixed-Use (Commercial/Office/Retail/Residential)
- Open Space / Public Park / Green Space
- Transit Corridor and Public Realm Transit Amenities (Inter-Modal Transit Station Adjacent)
- Urban Village Inner Core
- Community Resources (School / Library / Recreation Center / Church)



Adapted from The Next American Metropolis: Ecology, Community, and The American Dream. Peter Calthorpe.

**Figure 2: Conceptual Illustration of the
Transit Oriented Development / “Urban Village” Concept**

Walking Distance = ¼ to ½ mile

The project will examine the relationships between city and regional transportation policies, objectives and projects, the evolution of current and potential future land use development patterns and the city's zoning district regulatory framework within the five planning areas of the city (see **Figure 5** on page 22). Key elements of the project will include:

1. An inventory of land uses, zoning regulations and transportation/census data by planning area;
2. An Identification of key transportation corridors and transit routes and their surrounding land use characteristics;
3. A summary of current and proposed future city transportation and land use development policies, goals and objectives and their impacts and relationships to land use and development;
4. An examination and analysis of the city's current transportation system and infrastructure including streets, highways and trails, as well as the bus, rail and urban goods movement systems and their overall relationship to land use development patterns and related zoning regulations.
5. A re-examination of the city's "urban village model" (proposed in The Renaissance Plan) and its relationship to improved mobility, transportation choice, the transit oriented development concept and ultimately, the city's zoning code regulations;
6. A re-examination of the "neighborhood schools" concept and its transportation, land use and zoning impacts;
7. Preparation of conceptual zoning code revisions to permitted zoning district densities and categories based on transportation impacts and influences;
8. Preparation of zoning code revisions to parking requirements and design standards; and,
9. Potential modifications to other zoning district regulations and boundaries based on transportation issues, goals and priorities.

The project will be coordinated and closely aligned with the on-going update of the city's comprehensive plan. The project will utilize the five city planning areas that have been developed as part of that project and will inventory each area for key transportation data, characteristics and issues. The project will analyze, from a generalized perspective, the impacts of those city transportation characteristics and policies on land use development and zoning code regulations as well as the impacts of land use development and regulations on transportation policy. The project will then propose conceptual changes or modifications to land use patterns and specific changes to the city zoning code and map that are designed to

1. enhance and improve city transportation policies and initiatives;
2. create new mobility options, transportation choices, job growth and sustainable development patterns within the city; and
3. further the concept of transit oriented development / urban village land use patterns in the city.

The project will also be coordinated and closely aligned with the start-up of the city's Comprehensive Access and Mobility Plan (CAMP). The CAMP study is a two-year project which is being funded by the Genesee Transportation Council (GTC) starting April 1, 2016. The CAMP study will provide critical assistance in developing the details of a potential transportation component or element of the updated

comprehensive plan, including detailed refinement of and implementation actions for specific transportation project recommendations included in the plan.

The relationships, connections and feedback between the three projects are conceptually shown in **Figure 3** on page 9. City planning staff will be responsible for ensuring appropriate alignment, feedback and coordination between these projects. Key connection points within and between the three projects are shown in the graphic with vertical arrows. The RMES project is shown in blue, the CAMP project is shown in green, the comprehensive plan update project is shown in red / grey and the overall project schedule / timeline is shown in yellow. Project timelines have been adjusted forward somewhat since the development of that timeline.

For the RMES project, the city is seeking a consultant or consultant team with experience in developing innovative land use regulations and strategies, as well as with GIS mapping and public involvement processes (especially the ability to effectively present zoning issues and concepts to policy makers and the general public). Public input and community engagement will be a significant part of this project.

This project will require a coordinated effort between the consultant and staff of the City of Rochester's Bureau of Planning and Zoning. City planning staff can offer deep knowledge of city neighborhoods in the five planning areas, the city's zoning code and map and also serve as project managers for the other related planning studies mentioned in this RFP. The consultant will work with city staff to identify and discuss innovative zoning concepts and approaches to further transportation goals and policies that may be appropriate. It is expected that current zoning district regulations may have to be revised, current zoning district boundaries may have to be adjusted and perhaps new overlay districts or other regulatory approaches may have to be developed. The consultant will create a framework for new zoning district regulations, as necessary. The consultant will also analyze zoning district boundaries and may, as necessary, propose conceptual revisions to the city's zoning map. The consultant will create innovative opportunities for public outreach and then lead that citizen participation process.

C. Project Objectives

With regards to its development regulation processes and their relationships to transportation policies and projects, the city desires zoning code text and map modifications that:

1. Support and reinforce the recommendations of and future conceptual land use plans prepared for the city's updated comprehensive plan;
2. Promote and encourage land use patterns which support and enhance transit use, biking, pedestrian circulation and movement, inter-modal connections, personal mobility, transportation choice and a reduced need for the automobile and for associated parking;
3. Create an overall regulatory framework that provides sufficient flexibility to support new residential and commercial markets as they emerge;
4. Integrate and accommodate, as appropriate, the city's "urban village" development concept; and,
5. Consider changes in population growth and density since 2003 as well as other emerging demographic, transportation and land use trends affecting the city.

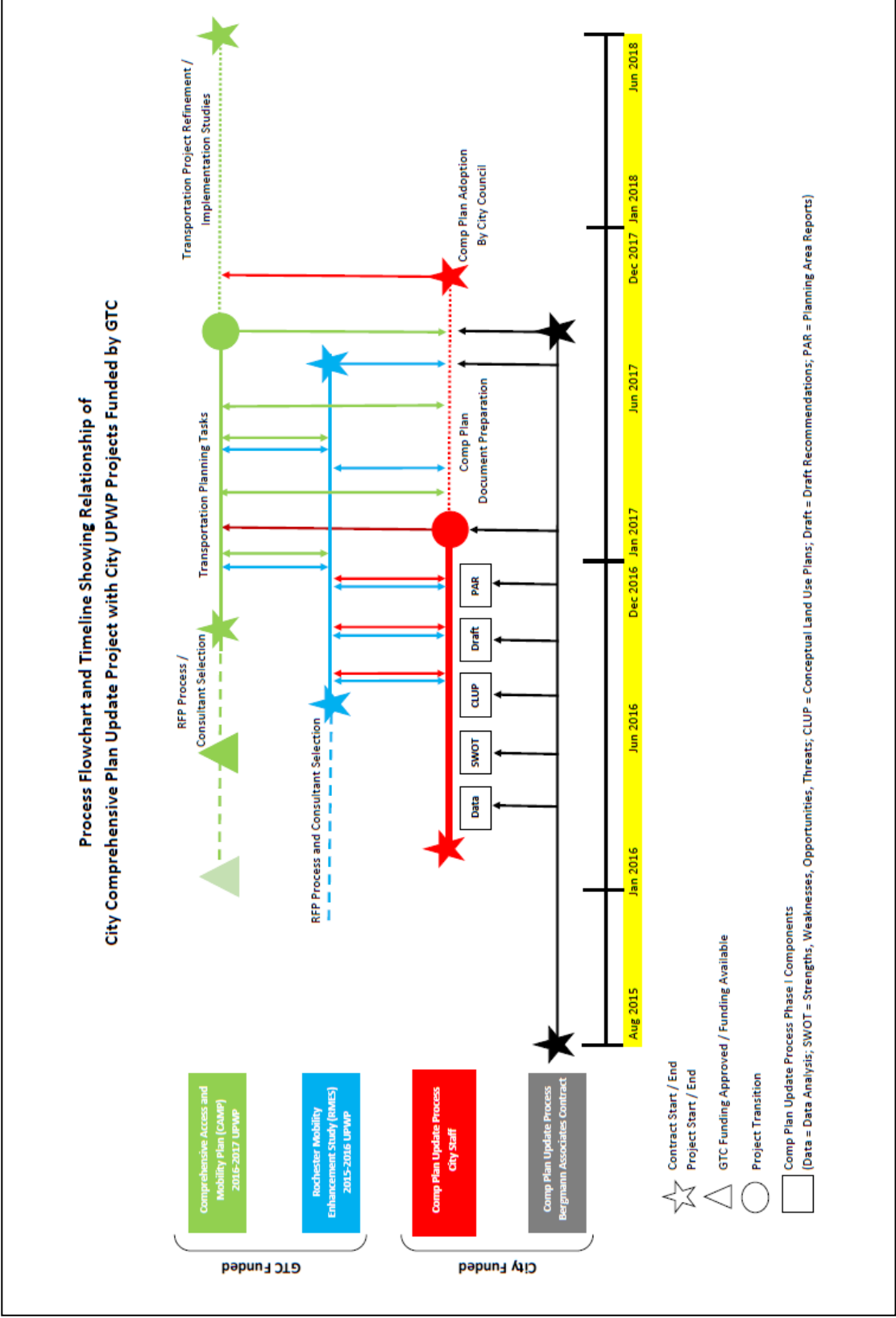


Figure 3: RMES Process Flowchart, Project Coordination Relationships and Timeline

D. Project Budget / Project Resources Provided by the City

The City of Rochester has budgeted \$70,000 for project consultant fees, including expenses. City in-kind planning staff services in the amount of \$30,000 will also be provided to support the project. The total project budget is \$100,000.

The City of Rochester will provide significant in-kind services, including base map information (geo-database and shape files) from the city's Geographic Information System (GIS), meeting coordination assistance, public outreach assistance, zoning code and zoning map interpretation, SEQR compliance and other planning support efforts to facilitate the project.

II. SCOPE OF SERVICES

The consultant will provide full professional services as described below. Proposals may present alternatives to the scope of services, provided the alternatives address the project objectives and produce the identified deliverables within the available budget. The various elements and tasks contained within the project scope of services are illustrated in **Figure 4** on page 11. General project tasks including Project Coordination and Public Participation / Community Feedback are described below first, followed by a specific description of each of the project work tasks as identified by number in **Figure 4**.

Project Coordination

- A. The consultant will coordinate all project activities with the City of Rochester's Bureau of Planning and Zoning. Staff from that bureau will serve as project manager. The city will establish a Project Steering Committee (PSC) to guide the project. The PSC is expected to include representatives of the Genesee Transportation Council, Monroe County, New York State Department of Transportation, Rochester Genesee Regional Transportation Authority, neighborhood organizations, and city staff. It is expected that a city attorney will also be a member of the PSC and will be kept informed of and involved with the zoning code revision process.
- B. The consultant, in coordination with city staff, will be responsible for scheduling and facilitating all PSC meetings during the project. At least seven (7) PSC meetings are anticipated. The consultant will tailor these meetings to maximize committee input. At its initial project "kick-off" meeting, the PSC will review the project scope of work, public participation process, and project schedule.
- C. The consultant must also be available for informal project management or project coordination meetings, as necessary. These meetings may be in person or via conference calls.

Deliverables:

- 1. Coordination and facilitation of seven (7) PSC meetings, including preparation of meeting agendas.
- 2. Preparation and distribution of meeting minutes to PSC members.

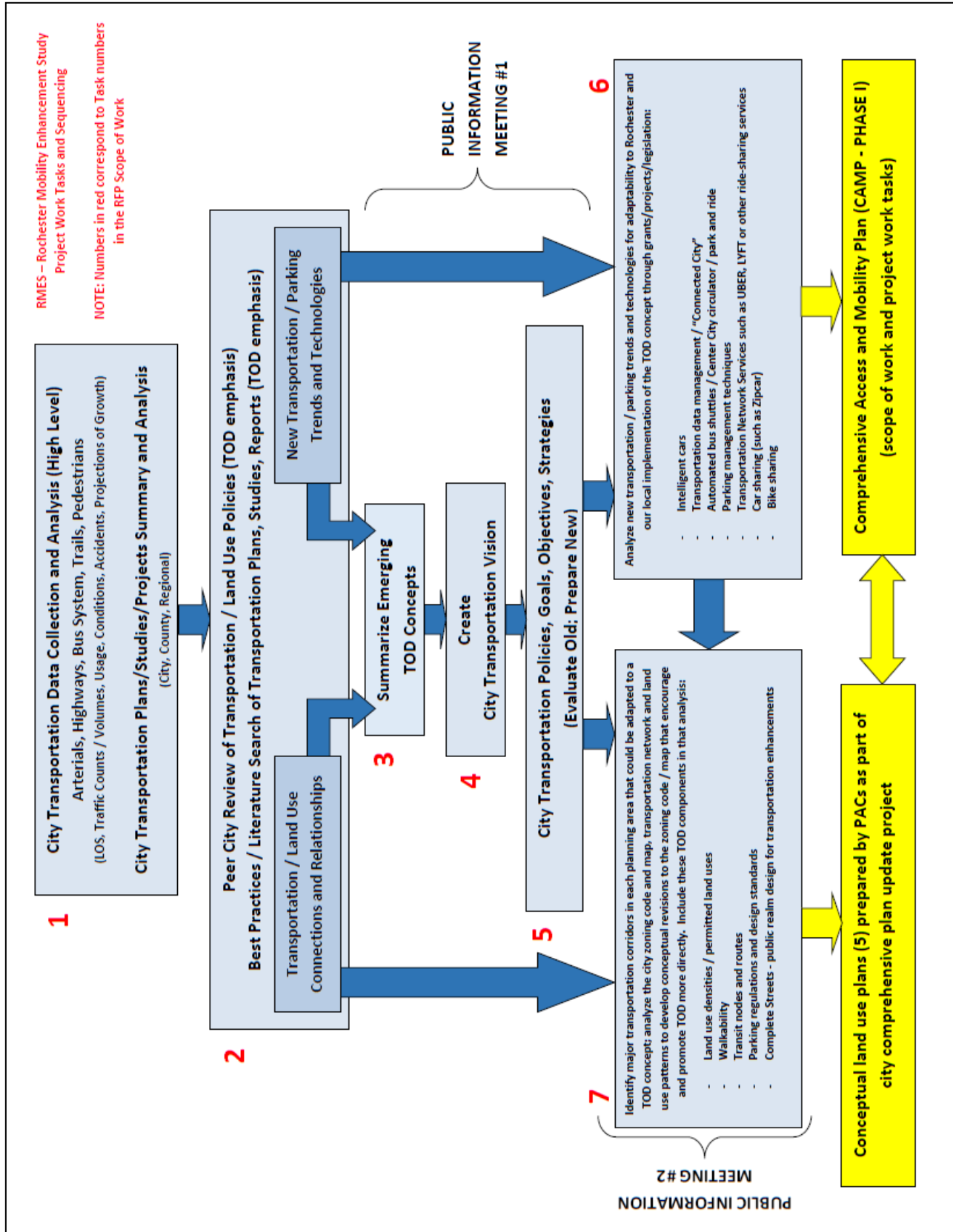


Figure 4: RMES Project Components and Work Flow

Public Participation / Community Feedback

- A. An extensive public input process has been established by the city for the comprehensive plan update, and the RMES consultant is expected to work within, and build on, that process. For comprehensive planning purposes, the City of Rochester has been divided into five planning areas. To update the comprehensive plan, planning area committees (PACs) will be formed in each of those five areas. During 2016, at least five PAC meetings will be held in each of the five planning areas. A comprehensive plan update project consultant will work with the PACs and city staff to create detailed reports for each of the five planning areas that will include conceptual future land use plans by the end of 2016. City planning staff will integrate the five planning area reports into a citywide comprehensive plan during 2017.

The consultant will be responsible for finding effective ways to invite participation, obtain input, and share information with the five planning area committees and with diverse public stakeholder groups (neighborhood residents, businesses, and other interested parties) in these five areas. Attendance at some PAC meetings will be necessary.

- B. The consultant will propose a broad-based public participation process that specifies how and when the planning area committees and public will be engaged in the zoning update process, including methods to achieve meaningful public participation, a timeline that identifies key points at which the public will be involved, and how that involvement will occur.

As part of the public participation plan, the consultant will be responsible for conducting one public meeting to introduce the project intent and scope of work, and to seek input on issues, concerns, opportunities, etc. from the community related to Tasks 1-5 in the scope of work. The consultant will also conduct one public meeting to review the draft report, conceptual zoning text and map revisions and any other draft recommendations. Public meetings may be formal presentations or an “open house” format.

- C. The consultant, in coordination with the city, will be responsible for arranging and facilitating all meetings/presentations. The consultant will be responsible for producing meeting materials, including meeting agendas, minutes, visual presentations, and other resources necessary to engage the public.
- D. The consultant will contribute content to a project webpage, which the city will create and maintain, to keep interested individuals engaged and updated and to ensure easy information sharing.
- E. The consultant will also consider and implement multiple means of obtaining input both during and outside of specified meetings and, in particular, will target city residents and populations that have limited access to public meetings. This input may involve web-based / social media forms of comment and feedback such as web-based surveys and smart phone “textizen” type initiatives.

Deliverables:

1. Develop a public participation plan for PSC review and approval that includes a strategy and timeline for engaging the public, the planning area committees and all stakeholders throughout the project.
2. Arrange and facilitate all public meetings/presentations including two formal public meetings.
3. Produce meeting materials, including meeting agendas, minutes, visual presentations, or any other resources or materials necessary to adequately engage the public and to coordinate with city staff.
4. Play a leadership role in reaching consensus on key text and map revisions with the public and stakeholders.
5. Produce materials for the project website (the city will develop and maintain the website); develop an on-line, web-based survey to be used in conjunction with the project web page.

(REFER TO PROJECT FLOWCHART ON PAGE 11 FOR IDENTIFICATION OF TASK NUMBERS)

Task 1(a): Inventory, Review and Analyze Current City Transportation Data and Trends

- A. The consultant will meet with the city's Bureau of Planning and Zoning staff to review and analyze: the city's existing zoning code; historic patterns of development in the study area; urban village model; coordination of this project with the city's comprehensive plan update process; comprehensive plan documents; and other pertinent issues. The consultant is responsible for reviewing and thoroughly understanding the city's existing zoning code, documents produced for the comprehensive plan update, the city's urban village analysis report, other city plans and policies as identified by the city.
- B. For each of the five planning areas, collect, map and analyze the following transportation data and characteristics (review the five data snapshots prepared for the comprehensive plan update project):
 - 1) Traffic counts along major and minor arterials; traffic growth over time;
 - 2) Levels of Service (LOS) at key intersections;
 - 3) Locations of bus routes and bus stops; bus ridership counts; map major transit routes and stops
 - 4) and analyze surrounding residential neighborhoods and commercial corridors
 - 5) Bike and pedestrian trail locations, routes and amenities;
 - 6) Bike/pedestrian counts;
 - 7) Pedestrian counts at key intersections / key locations;
 - 8) Accident data;
 - 9) Auto occupancy counts and average commute times (if available and current);
 - 10) Bus ridership rates;
 - 11) Freight / shipping / rail / urban goods movement routes and data.
- C. For each of the five planning areas, collect, map and analyze the following census and demographic data and characteristics (review the five data snapshots or profiles prepared for the comprehensive plan update project):

- 1) Population counts (current and ten year trend); population densities;
 - 2) Age cohorts;
 - 3) Income;
 - 4) Educational status;
 - 5) Employment / unemployment / percent households in poverty;
 - 6) Race / ethnicity;
 - 7) Car ownership rates.
- D. For each of the five planning areas, review, critique and evaluate the current city land use map for the following characteristics:
- 1) Types of land uses and acreage totals;
 - 2) Land use and development pattern and relationships;
 - 3) Land use and development densities;
 - 4) Potential future development opportunities and population growth trends;
 - 5) Other relevant county and regional land use development patterns and trends.
- E. For each of the five planning areas, review, critique and evaluate the current city zoning code and zoning district map for the following transportation-related characteristics:
- 1) Zoning district categories by type, location and acreage;
 - 2) Density, setback and lot size / lot coverage requirements;
 - 3) Parking requirements;
 - 4) Urban design standards / parking design guidelines as they relate to transportation;
 - 5) Signage and wayfinding standards or requirements.
- F. For each of the five planning areas, review, critique and evaluate the conceptual land use plans that will be developed by the Planning Area Committees (PACs) as part of the comprehensive plan update project. Review those plans for the following characteristics and identify their relationships to and/or impacts on future land use development and transportation infrastructure:
- 1) Proposed changes to the zoning district map;
 - 2) Proposed changes to land use development patterns and densities;
 - 3) Proposed changes to streets, alleys, highways, sidewalks and trails; proposed changes to bus routes and freight movement;
 - 4) Proposed public realm / pedestrian circulation improvements;
 - 5) Proposed signage and wayfinding improvements.
- G. The consultant will compile and analyze existing data from the comprehensive plan update and other sources relating to population, income, employment, traffic modes and volumes, transit service and usage, residential densities and walking distances, and other key indicators of the link between transportation and land use. The analysis need not be exhaustive but adequate to form the basis for zoning text and map amendment recommendations.

- H. The consultant will evaluate the city's urban village concept, model and analysis contained in The Renaissance Plan (and related Healthy Urban Neighborhoods Action Agenda) for its current validity and its relationship to and impacts on transportation issues, opportunities and priorities (See Section VI, Additional Project Background Material).
- I. Based on discussions with city staff, document review, and data analysis, the consultant will draft a concise diagnostic report outlining zoning issues specific to the project's objectives for discussion with the PSC.

Task 1(b): Summarize and Evaluate Current City Transportation Policies / Goals/ Objectives

- A. Summarize and evaluate current city transportation policies, goals and objectives from existing planning studies and reports, including but not limited to:
 - 1) The Renaissance Plan (current city comprehensive plan);
 - 2) The Center City Master Plan and Update;
 - 3) City "complete streets" policy;
 - 4) Bicycle Master Plan;
 - 5) Bicycle Thoroughfare Plan;
 - 6) Center City Pedestrian Circulation and Wayfinding Study; and
 - 7) Other documents as identified by city planning staff.
- B. Summarize and evaluate current regional transportation policies, goals and objectives from existing planning studies and reports that impact the City of Rochester, including but not limited to:
 - 1) Genesee Transportation Council Regional Long Range Plan;
 - 2) Monroe County regional transportation policies;
 - 3) New York State regional transportation policies; and
 - 4) Other documents as identified by city planning staff.
- C. Consolidate this material into a matrix that summarizes and analyzes all current relevant transportation policies, goals and objectives that impact or influence the City of Rochester.

Deliverables:

- 1. Prepare diagnostic zoning issues report.
- 2. Prepare summary matrix of transportation policies, goals and objectives.
- 3. Attend 2 PSC meetings to review and discuss information (prepare agendas and meeting minutes).
- 4. Attend and assist in facilitation of at least one appropriate PAC meeting for each of the five city planning areas as it relates to specific mobility enhancement project goals and objectives.

Task 2: Review Best Practices from Peer Cities and Planning Agencies

Task 3: Summarize Emerging TOD Concepts and Their Applicability to Rochester

- A. Identify three peer cities across the country that have relatively similar populations, land use patterns and economies and that have completed plans, studies or reports related to an analysis of transportation impacts on zoning code requirements or zoning district maps and/or an analysis of zoning code provisions on transportation policies, goals and objectives.

For each of the three peer cities, review and summarize any current planning studies and reports that analyze the role and impacts of transportation policies on land use development and zoning regulations and/or the role of zoning code provisions and other aspects of the municipal regulatory framework on transportation goals, policies and projects. Identify any relevant plans, studies or projects that relate to the use or implementation of TOD concepts. Extract and summarize any techniques, strategies, tools or best practices for use by Rochester in the RMES study.

- B. Review and summarize other relevant planning studies, reports and documents from the American Planning Association and Planners Advisory Service regarding use of TOD concepts, synergies and relationships between transportation and land use and how zoning codes can be updated or improved to reflect new transportation planning trends and policies. This review should include documents such as or similar to: “Strategies and Tools to Implement Transportation-Efficient Development: A Reference Manual – Phase I and II” prepared in 2003 by the Department of Urban Design and Planning at the University of Washington.
- C. Identify three peer cities across the country that have relatively similar populations, land use patterns and economies and that have recently implemented transportation projects that demonstrate or utilize new transportation, mobility and/or parking technologies, including but not limited to transportation data management systems, intelligent automobile infrastructure, automated bus shuttles, ride-sharing services, car sharing services, bike sharing services and parking management techniques.

For each of the three peer cities, review, summarize and critique any recent transportation projects that utilize these new technologies, summarize their outcomes and impacts and identify their applicability for use by Rochester in the RMES study.

- D. Review and summarize other relevant planning studies, reports and documents from the American Planning Association and Planners Advisory Service regarding new transportation, parking management and mobility technologies and how they might be adapted to Rochester in the RMES study.

Deliverables:

1. Prepare best practices / TOD concepts / emerging transportation technologies summary report.
2. Attend one PSC meeting to review and discuss information (prepare agenda and meeting minutes).

Task 4: Create New Integrated City Transportation Vision and City Land Use Vision

Task 5: Identify Future City Transportation Policies, Goals, Objectives and Strategies

- A. Create a new city transportation vision and land use vision using information and material from Tasks 1-3. Include references to transit oriented development, urban village style land use patterns, and neighborhood school concepts. Coordinate the development of each vision statement with the work of the five Planning Area Committees (PACs) for the comprehensive plan update project.
- B. Identify appropriate future city transportation policies, goals, objectives and strategies using information and material from Tasks 1-4. Coordinate the development of this material with the work of the five Planning Area Committees (PACs) for the comprehensive plan update project.

Deliverables:

- 1. Prepare future city transportation and land use vision / goals / policies / objectives report.
- 2. Attend 1 PSC meeting to review and discuss information (prepare agendas and meeting minutes).
- 3. Distribute material for public review and comment according to the consultant's public participation plan (formal public meeting #1).

Task 6: Analyze New Transportation / Mobility / Parking Trends and Technologies and TOD Concepts for Adaptability to Rochester

Task 7: Identify Potential TOD Corridors or Nodes / Urban Village Areas within Rochester

- A. Analyze the following new transportation / mobility / parking trends and technologies for adaptability to Rochester and our local implementation of the TOD or "urban village" concept through new projects / legislation:
 - 1) Intelligent cars
 - 2) Transportation data management / "Connected City"
 - 3) Automated bus shuttles / Center City circulator / park and ride
 - 4) Parking management techniques
 - 5) Transportation Network Services such as UBER, LYFT or other ride-sharing services
 - 6) Car sharing (such as Zipcar)
 - 7) Bike sharing
- B. Analyze new TOD concepts, strategies and projects for adaptability to Rochester and the local implementation of an "urban village" land use development concept through new grants, projects or legislation.
- C. Identify at least one major transportation corridor in each of the five planning areas that could be adapted to a TOD concept; analyze the city zoning code and map, transportation network and land use patterns to develop conceptual revisions to the zoning code / map that encourage and promote TOD and appropriate urban village areas more directly. Include these TOD components in that analysis:

- 1) Land use densities / permitted land uses;
- 2) Walkability, bike-ability and connectivity;
- 3) Transit nodes, routes and stops, inter-modal transit stations and transit amenities;
- 4) Parking regulations and design standards; and,
- 5) “Complete Streets” policies and public realm design concepts for transportation enhancements.

Deliverables:

1. Prepare new transportation / mobility / parking trends and technologies report.
2. Prepare TOD concept /strategies / recommendations report.
3. Attend 1 PSC meeting to review and discuss information (prepare agendas and meeting minutes).

Task 8: Develop Draft and Final Recommendations to Reconcile Transportation Data, Zoning Code and Map Analyses with Current and Future Transportation Policies (Vision, TOD Concepts, etc.)

- A. The consultant will evaluate the relationships between Rochester’s current and future transportation goals, policies and projects and the city’s current and future land use map and development pattern in order to determine appropriate changes or modifications to the city’s zoning code and map. Code and map modifications will be proposed in order to align the code with new city development and transportation goals and objectives related to transportation choice, improved walkability, sustainability, inter-modal connections, the “complete streets” concept, TOD concepts and improved public realm design.

The consultant will develop revisions to the city’s zoning code and zoning map within the five planning areas being utilized as part of the city’s comprehensive plan update project. These revisions will be developed through an analysis of the relationships and influences between the city’s current and future land use development patterns, zoning district regulations and transportation policies, objectives and projects. The zoning revisions proposed within the five planning areas will be developed in order to promote a future land use pattern and regulatory framework in the city that encourages sustainable development, denser, more pedestrian-scaled neighborhoods, improved access to jobs, parks and open space, reduced auto dependency and increased mobility options and transportation choices for residents and visitors.

Draft zoning code and map revisions will specifically include and address:

1. A re-examination of the city’s “urban village model” (proposed in The Renaissance Plan) and its relationship to improved mobility, transportation choice and zoning district regulations;
2. Adaptability and potential implementation of a “neighborhood schools” concept as a means of improving transportation and mobility choices and enhancing neighborhood vitality;
3. Preparation of zoning code revisions to permitted zoning district densities and categories based on transportation impacts and influences and new transportation goals and policies;

4. Preparation of zoning code revisions to parking requirements and standards and their relationships to providing other transportation options and mobility choices to residents; and,
 5. Potential modifications to other zoning district regulations and map boundaries based on transportation issues, goals and priorities.
- B. The consultant will produce recommendations for conceptual zoning code text modifications that reflect the project's objectives. The consultant will identify how these recommendations will be integrated into the comprehensive plan update project.
 - C. After initial review and comment by city staff and the PSC, and further revision according to those comments, as necessary, the draft conceptual zoning text and map recommendations will be distributed for public review and comment according to the consultant's public participation plan (formal public meeting #2).
 - D. Following review of the draft conceptual zoning text and map recommendations, the consultant will provide revised material for presentation by city staff to the City Planning Commission. The consultant will work with city staff to evaluate, test, and revise the concepts into potential draft zoning text and map amendment legislation.
 - E. The consultant will provide a final report and executive summary of the project process, inventory and analysis, recommendations and findings.
 - F. The city will be responsible for mandatory SEQR review. The consultant will be responsible for a presentation to City Council prior to any final adoption of recommendations.

Deliverables:

1. Attend 2 PSC meetings to review and discuss information (prepare agendas and meeting minutes).
2. Prepare draft and final recommendations reports.
3. Provide 12 hard copies and one electronic file (.pdf) of the draft/final zoning text amendments.
4. Provide 12 hard copies and one electronic file (ArcGIS) of the draft / final conceptual zoning map.
5. Provide 20 hard copies and one electronic file (.pdf) of the final report and executive summary.
6. Arrange and facilitate meetings/presentations, etc. with city staff, the five planning area committees and others to review the draft and final zoning text and map recommendations.

III. PROPOSAL SUBMISSION REQUIREMENTS

Proposals should not include any non-recyclable materials, such as plastic covers or elastic binding. Proposals shall be a maximum of 20 pages in length (not including cover letter) and shall include the following information:

1. A cover letter signed by an officer empowered to commit the consultant firm/team to the obligations contained in the proposal.

2. Name, address, contact information, type of business, tax ID number, and brief description of firm(s) in the consultant team.
3. A brief narrative of the consultant's approach to the project, including a description of assumptions made in the proposal and any alternative approaches to the scope of services and related experience with these approaches.
4. List of past experience on similar projects, including at least three (3) references.
5. Resumes of key personnel to be assigned to this project, including subcontractors.
6. Organization chart showing the essential personnel who will work on the project and the functions and relationships of each person.
7. A project schedule /timeline for the completion of each of the tasks in the scope of services.
8. Estimated breakdown of total project hours by personnel and project task.
9. Project cost, fees and expenses, including the estimated person hours and cost breakdown for each task in the scope of services shall be included within a separate sealed envelope. An hourly rate schedule by personnel and reimbursable expenses, and the proposed number of hours budgeted for each member of the consultant firm/team shall be shown as part of the original proposal document.

The City of Rochester may reject any proposal considered nonresponsive to this RFP. The city may amend the RFP upon notification to all potential vendors. The city may also request additional information from potential vendors as necessary to assist the city in evaluating a proposal. This RFP may be withdrawn by the city for any reason and the city shall have no liability for any costs incurred in preparing a proposal. The proposal and all materials submitted with the proposal shall become the property of the city and will be subject to the NYS Freedom of Information Law (FOIL). If any proprietary information is submitted with the proposal, it must be clearly identified and a request to keep such information confidential must be submitted. The selection of a consultant is within the city's sole discretion and no reasons for rejection or acceptance of proposals are required to be given. The decision to select a particular consultant will be based on qualifications and not solely on cost. The consultant selected for the project will be required to enter into a city PSA (Professional Services Agreement).

IV. ADMINISTRATIVE INFORMATION

A. Due Date

One electronic (.pdf) and eight hard copies of the complete submission must be received no later than 5:00 p.m., Friday, August 5, 2016 at the following address:

City of Rochester
Bureau of Planning and Zoning
City Hall, Room 125-B
Rochester, NY 14614
Attn: Doug Benson, Associate City Planner

Facsimile or e-mail submissions will not be accepted.

B. Project Schedule

The project is proposed to be completed in nine (9) months based on the following anticipated schedule:

Issue RFP..... July, 2016
Deadline for RFP Submittal..... Friday, August 5, 2016 at 5:00 P.M.
Select Consultant..... August, 2016
City Council Consultant Approval..... October, 2016
Project Begins November, 2016
Project Completed July, 2017

Note: The above schedule is subject to revision / modification as the project progresses.

C. Questions and Clarifications

Questions concerning this proposal solicitation may be emailed to Doug Benson, Associate City Planner, at bensond@cityofrochester.gov. Please reference the RFP title on all correspondence.

If significant questions or requests for clarification are received from potential consultants regarding the RFP, questions and answers will be compiled and posted to the project web page on the City's website two weeks prior to the deadline for submission. We encourage prospective consultants to check the project website for updated information.

There **WILL NOT** be a project informational meeting scheduled for prospective consultants. Questions concerning the RFP should be submitted based on the above information and process.

D. Evaluation of Proposals

A Proposal Review Committee made up of city staff will evaluate and rate proposals using the following criteria:

1. Proposed project approach and scope of services that meets the project's objectives and shows a clear and thorough understanding of the RFP's scope of work.
2. Experience of consultant firm/team in projects or assignments of similar size, scope, and complexity; experience of project manager and consultant team staff with similar projects.
3. Project time schedule (by task) and specific allocation of staffing resources.

The most qualified firms may be scheduled for an interview before the committee. The interview will consist of a brief presentation by the consultant and a question and answer session.

Following the interviews (if necessary), the committee will rate the firms and recommend a final consultant to the Mayor and Rochester City Council. After City Council authorization, a professional services agreement will be executed between the city and the consultant. If the city and the consultant cannot execute a professional services agreement in a timely manner, the City reserves the right to terminate negotiations and initiate negotiations with the second ranked firm.

The City of Rochester has been and continues to be an equal opportunity organization. All qualified Minority and Women Owned Business Enterprise (MWBE) suppliers, contractors, and/or businesses will be afforded equal opportunity without discrimination because of race, color, religion, national origin, sex, age, disability, sexual preference, or Vietnam Era Veteran status. Potential consultants should be aware that there will be a legal penalty for willfully or intentionally failing to comply with promised MWBE participation goals. The penalty will be the withholding of funds at a level consistent with the MWBE deficiency.

The following table illustrates the City's M/WBE Goals:

Ordinance No. 94-213 M/WBE Goals - % of Total Expenditures per FY			
Contract Type	African American Goal	Hispanic Goal	Woman Bus. Enterprise Goal
Architectural/ Engineering Services	2.1%	0.6%	3.5%
Personnel Training and Testing	6.6%	0.0%	21.7%
Advertising and Media	6.6%	0.0%	16.7%

V. STUDY AREA MAP AND FIVE CITY PLANNING AREAS

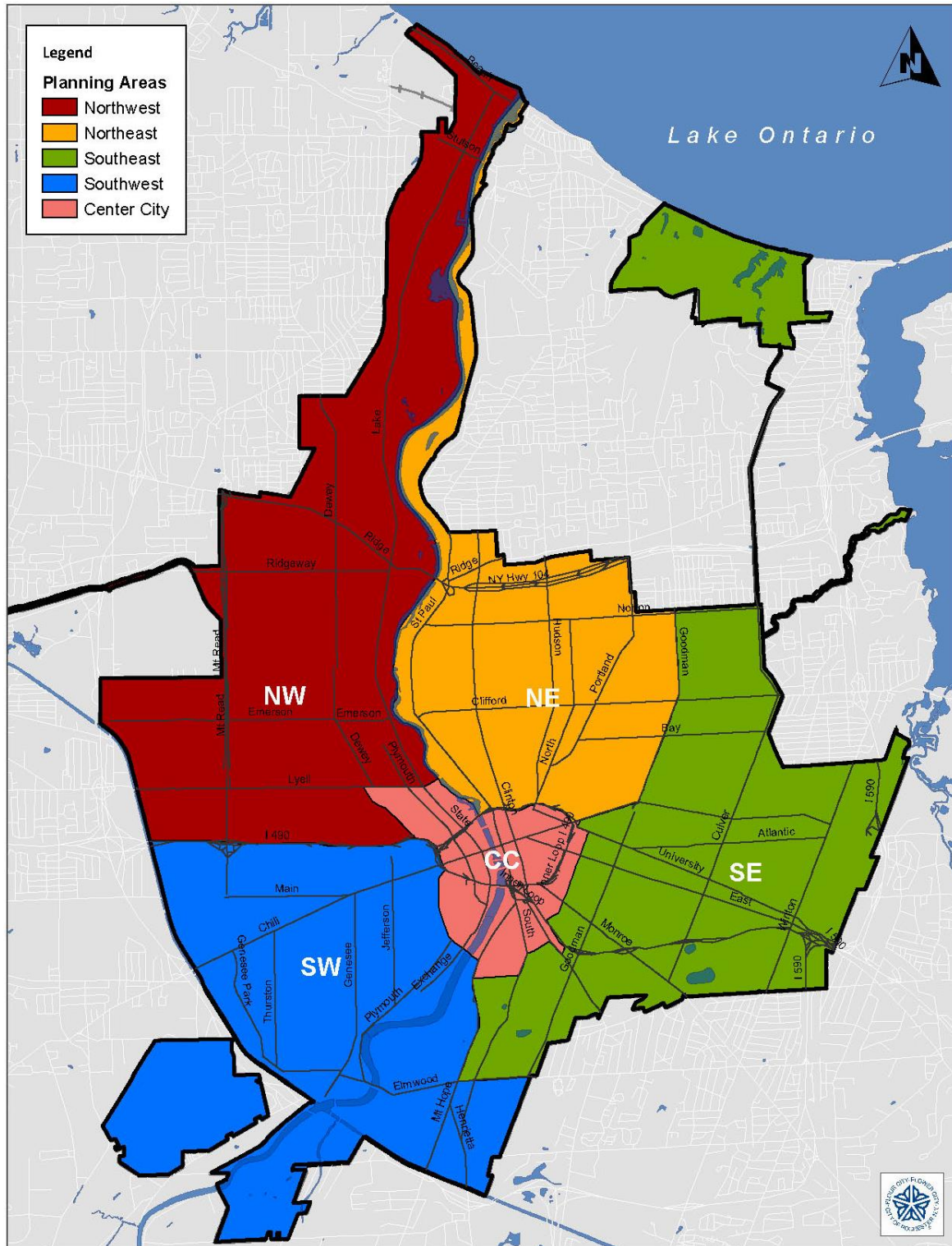


Figure 5: RMES Study Area and City Planning Areas (5)

VI. ADDITIONAL PROJECT BACKGROUND MATERIAL

Urban Village Model:

The concept of “urban villages” within the city was first proposed in 1999 as part of the preparation and adoption of the city’s comprehensive plan, also known as “The Renaissance Plan”. The original name of the “Healthy Urban Neighborhoods” campaign in that plan was actually “A City of Vital Urban Villages”.

As part of developing that campaign and its action agenda, the city prepared an urban village development concept or model that included a set of eight detailed design and development criteria or “filters”. The model described the advantages of implementing an urban village development strategy for the city and outlined the key factors or characteristics that would be part of creating those urban villages (higher land use densities around “village center nodes”, mixed-use development, transportation options, walkability, public realm enhancements, access to key community facilities and resources, neighborhood schools, etc.).

The city then conducted an extensive analysis of its principal commercial nodes and corridors and rated all of those areas (36 to be exact) against that set of eight criteria. The final results indicated that four commercial areas within the city could already be considered and essentially functioned as urban villages and that an additional seven areas had definite potential for being developed into urban villages through a variety of public and private investment programs, projects and other initiatives. The final report detailed specific strategies that the city could use to implement an urban village development concept in those areas that included relocation or redevelopment of city facilities and infrastructure, new street and public realm projects, zoning district changes, housing programs, business and façade grants and other commercial assistance programs. The report also detailed how the other commercial areas in the city that were not proposed as urban villages could be further analyzed and improved through other development strategies and funding.

The results of the urban village analysis were presented to City Council and the Mayor. After much discussion and political debate about where the potential future urban villages were most appropriate and should actually be located, how much funding they should get and what should be done about the many other city commercial areas that needed help and assistance, the concept and strategy were eventually dropped and nothing was ever implemented. However, in light of the recent recommendation of IBM’s Smarter Cities Challenge report (2016) which mentioned a potential urban village model or concept for the city as a way to combat concentrated poverty, the original urban village development concept and work presented in The Renaissance Plan have new importance, meaning and relevancy.

As part of the Rochester Mobility Enhancement Study (RMES), the city is investigating the potential adaptability of transit oriented development concepts and new transportation technologies as they relate to city land use, zoning and transportation planning policies and objectives. In light of this, the city desires to investigate the urban village strategy once again to determine how it potentially relates to those new transportation and land use issues, how it can be used to create and develop a more dense, compact, sustainable and diverse urban land use development pattern, how it can enhance and promote the city’s transportation network, and how it can promote and enhance city living and attract new residents, businesses and investment.

VII. APPENDICES (LIST OF ATTACHMENTS)

To help ensure that the project meets federal procurement requirements, the consultants must complete Attachment A – “Required Forms” and submit them along with their proposal.

Attachment B contains Federal and New York State contract clauses that will be included in the final contract that the selected consultant signs with the City.

Attachment C is a typical contract used by the City of Rochester for professional service agreements. It is likely that a similar contract will be developed for this study.

Attachment A: Required Forms

Attachment B: Federal and New York State Contract Clauses

Attachment C: Standard City Contract Template

ATTACHMENT A
REQUIRED FORMS

CERTIFICATION REGARDING LOBBYING

I, _____, hereby certify on behalf of
(Name and Title of Authorized Official)

_____ that:
(Service Provider)

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. 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.

Signature of Authorized Official

Title

THIS IS A REQUIRED BID SUBMISSION DOCUMENT. FAILURE TO COMPLETE THIS FORM AND TO SUBMIT IT WITH YOUR PROPOSAL MAY RENDER THE BID NON-RESPONSIVE AND INELIGIBLE FOR AWARD.

SUBCONTRACTOR INFORMATION

Offeror Name:

Offeror must check one of the following:

- ☐ All work will be performed by bidder. No subcontractors will be used.
- ☐ Subcontractors will be used in following trades to complete the work (list below):

TRADE:

The successful offerer will be required to identify specific subcontractors before a Notice to Proceed will be issued by GTCS, Inc.

The undersigned acknowledges receipt of the following Addenda, and agrees that he is bound by all Addenda whether or not listed herein:

ADDENDUM NUMBER

ACKNOWLEDGED BY:

DATE

<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

ACKNOWLEDGEMENT OF AUTHORITY TO SUBMIT PROPOSAL

SUBMITTED:

Dated: _____

Individual, Partnership, or Non-Incorporated Organization

Name of Bidder: _____

By: _____
Signature

Address of Bidder: _____

Names and Addresses of Owners of the Firm

Corporation

Name of Bidder: _____

By: _____
Signature Title

Incorporated Under the Laws of the State of: _____

Name of President: _____
Name Address

Officers:
Secretary: _____
Name Address

Treasurer: _____
Name Address

Corporate Seal

**STATE OF
COUNTY OF
CITY OF**

SS:

On this _____ day of _____, _____,
before me personally appeared the within named _____,
to me known to be the individual described in, and who executed the same.

Notary Public

NON-COLLUSION AFFIDAVIT

STATE OF _____)

COUNTY OF _____)

Important: This affidavit must be properly
) completed and submitted with
all bids

_____, the bidder submitted this proposal, being
Name of person making affidavit

first duly sworn, deposes and says that he is _____ of
Title

_____ and under penalties of perjury affirms:
Name of firm

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition.
4. The bid was not made in the interest of or on behalf of any undisclosed person, partnership, company, organization or corporation.

Sworn to before me this _____
day of _____, ____.

Signature of person making affidavit

Notary Public

(SEAL)

ELIGIBLE BIDDER CERTIFICATE

I, _____, hereby certify that _____
Name of company official making the certification

_____ is NOT included on the US Comptroller
Name of firm for which certification is made

General's Consolidated List of Persons or Firms Debarred From Federal Contracts for violations of various contracts incorporating labor standards provisions.

Sworn to before me this _____
day of _____, _____

Signature of person making affidavit

Notary Public

Notary Seal

NOTE: This form must be submitted with all bids.

AFFIDAVIT OF NON-DISCRIMINATION

STATE OF _____)

SS:

COUNTY OF _____)

_____, being first duly sworn, deposes and says:

1. That he/she is the _____ (President or other official title) of _____
_____ Company, or Partnership, a Corporation or Partnership organized and existing
under and by virtue of the laws of the State of _____.
2. That _____ does not and will not discriminate in its employment
practices because of race, religion, color, sex, national origin, handicapped persons or Vietnam-Era
Veterans.
3. That _____ further understands this contract, purchase order, or
agreement, is subject to the Urban Mass Transportation Act of 1964, as amended, (49 USC 1601, et seq.),
and shall be subject to all rules and/or regulations issued pursuant thereto regarding non-discrimination in
federally-assisted programs of the United States Department of Transportation.

Company or Partnership

(President or Other Official Title)

(SEAL)

Subscribed and sworn to before me, this _____ day of _____, 20_____.

Notary Public in and for the County of _____

_____, State of _____

My commission expires on the _____ day
of _____, 20_____.

REQUIRED FORM G

**ROCHESTER-GENESEE REGIONAL TRANSPORTATION AUTHORITY
AFFIRMATIVE ACTION PROGRAM QUESTIONNAIRE**

Supplier's Name _____ Telephone _____

Street Address _____ City _____ State _____

Zip Code _____ Number of Employees _____

This Firm is

_____ Independently Owned and Operated

_____ an Affiliate _____ Parent Company _____
or of Address _____

_____ a Subsidiary
or

_____ a Division

_____ Small Business _____ Large Business

SELLER HAS

SELLER HAS NOT

Held contracts of subcontracts subject
to the Equal Opportunity Clause of
Executive Order 11246.

Filled the Equal Employment Opportunity
Information Report EEO-1 for the period
ending March 31.

File Equal Employment Opportunity
Information Report EEO-1 when required.

Developed a written Affirmative Action Program

Seller's Equal Employment Opportunity Program has _____ has not _____ been subject to a Government Equal
Opportunity Compliance Review. If so, when?

Seller acknowledges receipt of the notice to prospective subcontractors of requirement for certification of non-segregated
facilities and certifies _____ does not certify _____ compliance with that requirement.

Signature _____

Title _____

Date _____

REQUIRED FORM H

OFFEROR'S INFORMATION

NAME OF FIRM: _____

CONTACT PERSON: _____

ADDRESS: _____

PHONE NUMBER: _____

STATUS: (check one) DBE _____ NON-DBE _____

MBE _____ WBE _____

AGE OF FIRM: _____

ANNUAL GROSS RECEIPTS OF FIRM: _____

DATE: _____

**CERTIFICATION OF LOWER-TIER PARTICIPANTS REGARDING
DEBARMENT, SUSPENSION AND OTHER
INELIGIBILITY AND VOLUNTARY EXCLUSION**

The Lower-Tier Participant (potential sub-grantee or sub-recipient under an FTA project, potential third party contractor, or potential subcontractor under a major third party contract), _____, 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 participation in this transaction by any Federal department or agency.

(If the Lower-Tier Participant (potential sub-grantee or sub-recipient under an FTA project, potential third-party contractor, or potential subcontractor under a major third-party contract) is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal).

THE LOWER-TIER PARTICIPANT (POTENTIAL SUB-GRANTEE OR SUB-RECIPIENT UNDER AN FTA PROJECT, POTENTIAL THIRD-PARTY CONTRACTOR, OR POTENTIAL SUBCONTRACTOR UNDER A MAJOR THIRD-PARTY CONTRACT) _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

The undersigned chief legal counsel for the _____ hereby certifies that the _____ has authority under State and Local law to comply with the subject assurances and that the certification has been legally made.

Signature of Applicant's Attorney

Date

**COMPLIANCE UNDER
EXECUTIVE ORDER 127 IN NEW YORK STATE FINANCE LAW SECTION 139-k**

Described Procurement: _____

(Check as Applicable – Use additional pages if necessary)

Designation of Individuals and Organizations to Influence This Procurement

☐ The party submitting this proposal (called the "Contractor") has not retained, employed, or designated any person or organization to influence this procurement.

☐ Contractor has retained, employed, or designated the following person(s) or organization(s) to influence this procurement and the following is true, complete and accurate information regarding each such person or organization.

Name: _____

Address: _____

Telephone Number: _____ Occupation: _____

Place of Principal Employment: _____

Such person or organization ☐ does not have ☐ has a financial interest in the procurement.

If yes, describe that financial interest: _____

Name: _____

Address: _____

Telephone Number: _____ Occupation: _____

Place of Principal Employment: _____

Such person or organization ☐ does not have ☐ has a financial interest in the procurement.

If yes, describe that financial interest: _____

Agreement

Contractor agrees to notify GTCS, Inc. any time an additional person or organization is retained, employed or designated by Contractor to influence this procurement and to provide the information described above for any such person or organization.

Prior Findings

- ☐ Contractor has not been found non-responsible by any governmental entity during the past five years.
- ☐ Contractor has been found non-responsible by a governmental entity during the past five years.
- ☐ The basis for the finding of non-responsibility was not due to a violation of State Finance Law §139-j.
- ☐ The basis for the finding of non-responsibility was due to a violation of State Finance Law §139-j. (If you check this box, provide the following information)

Governmental Entity: _____

Date of Finding of Non-Responsibility: _____

Basis of Finding of Non-Responsibility (Use Additional Pages As Necessary)

_____.

Prior Contract Terminations

Has any governmental entity or other governmental agency terminated or withheld a Procurement Contract with the Contractor due to the intentional provision of false or incomplete information?

- ☐ No ☐ Yes (If Yes, provide the following information.)

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding (Use Additional Pages As Necessary)

_____.

Certification

I certify that all information provided with respect to State Finance Law §139-k is complete, true and accurate.

Agreement to Comply

Contractor affirms that it understands and agrees to comply with the procedures of _____ relative to permissible Contacts as required by State Finance Law §139-j (3) and §139-j (6) (b).

Acknowledgment

Contractor acknowledges that _____ may refuse to award a contract to the Contractor and may terminate any contract that is awarded if _____ discovers that the Contractor has intentionally failed to provide true and complete information with respect to all persons employed, retained, or designated by the Contractor to influence this procurement or has made any false statement in this document or of any information provided with respect to State Finance Law §139-k is in any respect not complete, true and accurate.

Print Contractor Name

By: _____

Title: _____

Date: _____

Address: _____

City, State, Zip: _____

Attachment B
Federal and New York State Contract Clauses

TO AGREEMENT BETWEEN
[Insert Name of Municipality]
AND
[Insert Name of Contractor]

DATED: _____

FEDERAL REQUIRED CLAUSES

[Insert Name of Study]

All references to the Federal Transit Administration (FTA) in the attached Federal Required Clauses shall be understood to also refer to the Federal Highway Administration (FHWA) and/or the U.S. Department of Transportation.

Federal Clauses

Fly America Requirements

Applicability – all contracts involving transportation of persons or property, by air between the U.S. and/or places outside the U.S. These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000).

Contractor shall comply with 49 USC 40118 (the “Fly America” Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

Energy Conservation

All Contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

Access to Records and Reports

Applicability – As shown below. These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The following access to records requirements apply to this Contract:

1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.
2. Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where a purchaser which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of

USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11).

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

Federal Changes

All Contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the purchaser and FTA, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

No Government Obligation to Third Parties

Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

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

(2) Contractor agrees to include the above clause in each subcontract financed in whole or in part with FTA assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts

Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

(1) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

(2) If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate.

(3) Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Termination

Applicability – All Contracts over \$10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is \$100,000

a. Termination for Convenience (General Provision) the recipient may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the recipient's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient. If contractor is in possession of any of the recipient's property, contractor shall account for same, and dispose of it as the recipient directs.

b. Termination for Default [Breach or Cause] (General Provision) If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the recipient that contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of contractor, the recipient, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) the recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient shall have the right to terminate the Contract without any further obligation to contractor. Any such termination for default shall not in any way operate to preclude the recipient from also pursuing all available remedies against contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that the recipient elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the recipient shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) the recipient, by written notice, may terminate this contract, in whole or in part, when it is in the recipient's interest. If the contract is terminated, the recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this

contract.

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

g. Termination for Default (Transportation Services) If contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while contractor has possession of the recipient goods, contractor shall, as directed by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. Contractor and the recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

h. Termination for Default (Construction) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. the recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. In this event, the recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. Contractor and its sureties shall be liable for any damage to the recipient resulting from contractor's refusal or failure to complete the work within specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the recipient in completing the work.

Contractor's right to proceed shall not be terminated nor shall contractor be charged with damages under this clause if:

1. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such causes include: acts of God, acts of the recipient, acts of another contractor in the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. Contractor, within 10 days from the beginning of any delay, notifies the recipient in writing of the causes of delay. If in the recipient's judgment, delay is excusable, the time for completing the work shall be extended. The recipient's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of contractor's right to proceed, it is determined that contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the recipient's convenience.

i. Termination for Convenience or Default (Architect & Engineering) the recipient may terminate this contract in whole or in part, for the recipient's convenience or because of contractor's failure to fulfill contract obligations. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the recipient all data, drawings, specifications, reports, estimates,

summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the recipient's convenience, it shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for contractor's failure to fulfill contract obligations, the recipient may complete the work by contract or otherwise and contractor shall be liable for any additional cost incurred by the recipient.

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

j. Termination for Convenience or Default (Cost-Type Contracts) the recipient may terminate this contract, or any portion of it, by serving a notice of termination on contractor. The notice shall state whether termination is for convenience of the recipient or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the recipient, or property supplied to contractor by the recipient. If termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the recipient's convenience, contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination. If, after serving a notice of termination for default, the recipient determines that contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of contractor, the recipient, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

Government Wide Debarment and Suspension (Non Procurement)

The Recipient agrees to the following: (1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following: (a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, 2 U.S. OMB, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, (b) It will review the U.S. GSA "System for Award Management," <https://www.sam.gov>, if required by U.S. DOT regulations, 2 C.F.R. part 1200, and (c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant: 1 Will comply with Federal debarment and suspension requirements, and 2 Reviews the "System for Award Management" at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and (2) If the Recipient suspends, debar, or takes any similar action against a Third Party Participant or individual, the Recipient will provide immediate written notice to the: (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project, (b) FTA Project Manager if the Project is administered by an FTA Headquarters Office, or (c) FTA Chief Counsel,

Contracts Involving Federal Privacy Act Requirements

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

Civil Rights Requirements

Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The following requirements apply to the underlying contract:

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. Therefore, unless a Recipient or Program, including an Indian Tribe or the Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with that civil rights statute, including compliance with equity in service:

a. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that each Third Party Participant will, comply with Federal transit law, 49 U.S.C. § 5332 (FTA's "Nondiscrimination" statute): (1) FTA's "Nondiscrimination" statute prohibits discrimination on the basis of: (a) Race, (b) Color, (c) Religion, (d) National origin, (e) Sex, (f) Disability, or (g) Age, and (2) The FTA "Nondiscrimination" statute's prohibition against discrimination includes: (a) Exclusion from participation, (b) Denial of program benefits, or (c) Discrimination, including discrimination in employment or business opportunity, (3) Except as FTA determines otherwise in writing: (a) General. Follow: 1 The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance, and 2 Other applicable Federal guidance that may be issued, but (b) Exception for the Tribal Transit Program. FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its projects funded under the Tribal Transit Program,

b. 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 preceding section a, and (3) Except as FTA determines otherwise in writing, follow: (a) The most recent edition of FTA Circular 4702.1, "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 Guidance. 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 a, 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. The Recipient agrees to: (a) Ensure that applicants for employment are employed 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, but (b) Indian Tribe. Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer".

(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 applicable 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 a, (2) Assurance. As required by 49 C.F.R. § 26.13(a), (b) DBE Program Requirements. Recipients receiving planning, capital and/or operating assistance that will award prime third party contracts exceeding \$250,000 in a Federal fiscal year must: 1 Have a DBE program meeting the requirements of 49 C.F.R. part 26, 2 Implement a DBE program approved by FTA, and 3 Establish an annual DBE participation goal, (c) Special Requirements for a Transit Vehicle Manufacturer. The Recipient understands and agrees that each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26, (d) 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., (2) Exception for the Tribal Transit Program. FTA exempts Indian tribes from the Disadvantaged Business Enterprise regulations at 49 C.F.R. part 26 under MAP-21 and previous legislation,

e. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of sex, including: (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25, and (3) Federal transit law, specifically 49

U.S.C. § 5332, as stated in section a,

f. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of age, including: (1) The Age Discrimination in Employment Act (ADEA), 29 U.S.C. §§ 621 – 634, which prohibits discrimination on the basis of age, (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, which implements the ADEA, (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., which prohibits discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal funds, (4) U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, which implements the Age Discrimination Act of 1975, and (5) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

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, 1 General. Titles I, II, and III of the ADA apply to FTA Recipients, but 2 Indian Tribes. While Titles II and III of the ADA apply to Indian Tribes, Title I of the ADA exempts Indian Tribes from the definition of “employer,” (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) 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 49 C.F.R. part 38, (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 (3) Other applicable Federal civil rights and nondiscrimination guidance,

h. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of: (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq., (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 et seq., and (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2,

i. Access to Services for People with Limited English Proficiency. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote accessibility of public transportation services to people whose understanding of English is limited by following: 1) Executive Order No. 13166, “Improving Access to Services for Persons with Limited English Proficiency,” August 11, 2000, 42 U.S.C. § 2000d-1 note, and (2) U.S. DOT Notice,

"DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, December 14, 2005,

j. Other Nondiscrimination Laws. Except as the Federal Government determines otherwise in writing, the Recipient agrees to: (1) Comply with other applicable Federal nondiscrimination laws and regulations, and (2) Follow Federal guidance prohibiting discrimination.

k. Remedies. Remedies for failure to comply with applicable Federal Civil Rights laws and Federal regulations may be enforced as provided in those Federal laws or Federal regulations.

Patent and Rights in Data

CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK (\$3,000 or less, except for construction contracts over \$2,000).

Patent Rights

A. General. The Recipient agrees that:

(1) Depending on the nature of the Project, the Federal Government may acquire patent rights when the Recipient or Third Party Participant produces a patented or patentable: (a) Invention, (b) Improvement, or (c) Discovery, (2) The Federal Government's rights arise when the patent or patentable information is: (a) Conceived under the Project, or (b) Reduced to practice under the Project, and (3) When a patent is issued or patented information becomes available as described in Patent Rights section A(2), the Recipient agrees to: (a) Notify FTA immediately, and (b) Provide a detailed report satisfactory to FTA,

B. Federal Rights. The Recipient agrees that:

(1) Its rights and responsibilities, and the rights and responsibilities of each Third Party Participant, in that federally funded invention, improvement, or discovery will be determined as provided by applicable Federal laws, regulations, and guidance, including any waiver thereof, and (2) Unless the Federal Government determines otherwise in writing, irrespective of the Recipient's status or the status of any Third Party Participant as a large business, a small business, a State government, a State instrumentality, a local government, an Indian tribe, a nonprofit organization, an institution of higher education, or an individual, the Recipient agrees to transmit the Federal Government's patent rights to FTA as specified in: (a) 35 U.S.C. § 200 et seq., and (b) U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. part 401, and

C. License Fees and Royalties. As permitted by 49 C.F.R. parts 18 and 19:

(1) License fees and royalties for patents, patent applications, and inventions derived from the Project are program income, and (2) The Recipient has no obligation to the Federal Government with respect to those license fees or royalties, except: (a) For compliance with 35 U.S.C. § 200 et seq., which applies to patent rights developed under a federally funded research-type project, and (b) As FTA determines otherwise in writing.

Rights in Data and Copyrights

A. Definition of "Subject Data." means recorded information: (1) Copyright. Whether or not copyrighted, and (2) Delivery. That is delivered or specified to be delivered under the Underlying Agreement,

B. Examples of "Subject Data." Examples of "subject data": (1) Include, but are not limited to:

(a) Computer software, (b) Standards, (c) Specifications, (d) Engineering drawings and associated lists, (e) Process sheets, (f) Manuals, (g) Technical reports, (h) Catalog item identifications, and (i) Related information, but (2) Do not include: (a) Financial reports, (b) Cost analyses, or (c) Other similar information used for Project administration,

C. General Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Recipient's Project supported by the Underlying Agreement: (1) Prohibitions. The Recipient may not: (a) Publish or reproduce any subject data in whole or in part, or in any manner or form, or (b) Permit others to do so, but (2) Exceptions. The prohibitions of Rights in Data and Copyrights C(1) do not apply to: (a) Publications or reproductions for the Recipient's own internal use, (b) An institution of higher learning, (c) The portion of subject data that the Federal Government has previously released or approved for release to the public, or (d) The portion of data that has the Federal Government's prior written consent for release,

D. Federal Rights in Data and Copyrights. The Recipient agrees that: (1) License Rights. The Recipient must provide a license to its "subject data" to the Federal Government, which license is: (a) Royalty-free, (b) Non-exclusive, and (c) Irrevocable, (2) Uses. The Federal Government's license must permit the Federal Government to take the following actions provided those actions are taken for Federal Government purposes: (a) Reproduce the subject data, (b) Publish the subject data, (c) Otherwise use the subject data, and (d) Permit other entities or individuals to use the subject data, and

E. Special Federal Rights in Data for Research, Development, Demonstration, Deployment, and Special Studies Projects. In general, FTA's purpose in providing Federal funds for a research, development, demonstration, deployment, or special studies Project is to increase transportation knowledge, rather than limit the benefits of the Project to the Recipient and its Third Party Participants, therefore, the Recipient agrees that: (1) Publicly Available Report. When the Project is completed, it must provide a Project report that FTA may publish or make available for publication on the Internet, (2) Other Reports. It must provide other reports pertaining to the Project that FTA may request, (3) Availability of Subject Data. FTA may make available to any FTA Recipient or any of its Third Party Participants at any tier of the Project, either FTA's copyright license to the subject data or a copy of the subject data, except as the Federal Government determines otherwise in writing, (4) Identification of Information. It must identify clearly any specific confidential, privileged, or proprietary information submitted to FTA, (5) Incomplete Project. If the Project is not completed for any reason whatsoever, all data developed under the Project becomes "subject data" and must be delivered as the Federal Government may direct, but (6) Exception. Rights in Data and Copyrights Section E does not apply to an adaptation of automatic data processing equipment or program that is both: (a) For the Recipient's use, and (b) Acquired with FTA capital program funding,

F. License Fees and Royalties. As permitted by 49 C.F.R. parts 18 and 19: (1) License fees and royalties for copyrighted material or trademarks derived from Project are program income, and (2) The Recipient has no obligation to the Federal Government with respect to those license fees or royalties, except: (a) For compliance with 35 U.S.C. § 200 et seq., which applies to patent rights developed under a federally funded research-type project, and (b) As FTA determines otherwise in writing,

G. Hold Harmless. Upon request by the Federal Government, the Recipient agrees that: (1) Violation by Recipient. (a) If it willfully or intentionally violates any: 1 Proprietary rights, 2 Copyrights, or 3 Right of privacy, and (b) Its violation occurs from any of the following uses of Project data: 1 Publication, 2 Translation, 3 Reproduction, 4 Delivery, 5 Use, or 6 Disposition, then (c) It will indemnify, save, and hold harmless against any liability, including costs and expenses of: 1 The Federal Government's officers acting within the scope of their official duties,

2 The Federal Government's employees acting within the scope of their official duties, and 3 Federal Government's agents acting within the scope of their official duties, but (2) Exceptions. The Recipient will not be required to indemnify the Federal Government for any liability described in Rights in Data and Copyrights section G(1) if: (a) Violation by Federal Officers, Employees or Agents. The violation is caused by the wrongful acts of Federal employees or agents, or (b) State law. If indemnification is prohibited or limited by applicable State law,

H. Restrictions on Access to Patent Rights. Nothing in this Rights in Data and Copyrights section pertaining to rights in data either: (1) Implies a license to the Federal Government under any patent, or (2) May be construed to affect the scope of any license or other right otherwise granted to the Federal Government under any patent,

I. Data Developed Without Federal Funding or Support. The Recipient understands and agrees that in certain circumstances it may need to provide data developed without any Federal funding or support to FTA. Nevertheless: (1) Protections. Rights in Data and Copyrights Sections A, B, C, and D generally do not apply to data developed without Federal funding, even though that data may have been used in connection with the Project, and (2) Identification of Information. The Recipient understands and agrees that the Federal Government will not be able to protect data developed without Federal funding from unauthorized disclosure unless that data is clearly marked "Proprietary" or "Confidential," and

J. Requirements to Release Data. The Recipient understands and agrees that the Federal Government may be required to release Project data and information the Recipient submits to the Federal Government as required by: (1) The Freedom of Information Act, 5 U.S.C. § 552, (2) Another applicable Federal law requiring access to Project records, (3) U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations," specifically 49 C.F.R. § 19.36(d), or (4) Other applicable Federal regulations and guidance pertaining to access to Project records.

Disadvantaged Business Enterprise

Contracts over \$3,000 awarded on the basis of a bid or proposal offering to use DBEs

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.

b. The contractor shall not discriminate on the basis of race, color, religion, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. If a separate contract goal has been established, Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.

d. If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

e. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.

f. The contractor must promptly notify the recipient whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the recipient.

Prompt payment

Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the Recipient. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Recipient. This clause applies to both DBE and non-DBE subcontracts.

Incorporation of Federal Transit Administration (FTA) Terms

All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual provisions, as stated in FTA Circular 4220.1F, 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 contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.

Other Federal Requirements

The following requirements are not federal clauses.

Full and Open Competition

In accordance with 49 U.S.C. § 5325(a) all procurement transactions shall be conducted in a manner that provides full and open competition.

Prohibition Against Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

Conformance with ITS National Architecture

Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 and as amended by MAP-21 23 U.S.C. § 517(d), note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg. 1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

Notification of Federal Participation

To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

Interest of Members or Delegates to Congress

No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

Ineligible Contractors and Subcontractors

Any name appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

Other Contract Requirements

To the extent not inconsistent with the foregoing Federal requirements, this contract shall also include those provisions attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the recipient.

Compliance with Federal Regulations

Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Real Property

Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 49 CFR 18.31-18.34, 49 CFR 19.30-19.37, 49 CFR Part 24, 49 CFR 5326 as amended by MAP-21, 49 CFR part 18 or 19, 49 USC 5334, applicable FTA Circular 5010, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Access to Services for Persons with Limited English Proficiency

To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

Environmental Justice

Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1)

Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance,

Environmental Protections

Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

Geographic Information and Related Spatial Data

Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

Federal Single Audit Requirements for State Administered Federally Aid Funded Projects Only

Non Federal entities that expend \$500,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A 133, Audits of States, Local Governments, and Non Profit Organizations. Non Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non Federal entities that expend less than \$500,000 in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in '3052.215(a), but records must be available for review or audit by appropriate officials of the Federal and State agencies.

Catalog of Federal Domestic Assistance (CFDA) Identification Number

The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

CFDA number for the Federal Transportation Administration

A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

TO AGREEMENT BETWEEN
[Insert Name of Municipality]
AND
[Insert Name of Contractor]

DATED: _____

NEW YORK STATE REQUIRED CLAUSES
(LABELED AS APPENDIX A BY NEW YORK STATE)

[Insert Name of Study]

Standard Clauses for New York State Contracts (January 2014)

EXECUTORY CLAUSE

In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

NON-ASSIGNMENT CLAUSE

In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

COMPTROLLER'S APPROVAL

In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

WORKERS' COMPENSATION BENEFITS

In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

NON-DISCRIMINATION REQUIREMENTS

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for

any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

WAGE AND HOURS PROVISIONS

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

NON-COLLUSIVE BIDDING CERTIFICATION

In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

INTERNATIONAL BOYCOTT PROHIBITION

In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

SET-OFF RIGHTS

The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

RECORDS

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter.

The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION

(a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN

In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will

undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

CONFLICTING TERMS

In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

GOVERNING LAW

This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

LATE PAYMENT

Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

NO ARBITRATION

Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

SERVICE OF PROCESS

In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of

each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS

The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

MACBRIDE FAIR EMPLOYMENT PRINCIPLES (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS)

(Non-Federal Aid New York State Contracts) In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

OMNIBUS PROCUREMENT ACT OF 1992 (APPLICABLE ONLY IN Non-Federal Aid New York State Contracts)

(Non-Federal Aid New York State Contracts). It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
Email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
Telephone: 212-803-2414

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and
- (d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

RECIPROCITY AND SANCTIONS PROVISIONS (APPLICABLE ONLY IN Non-Federal Aid New York State Contracts)

Non-Federal Aid New York State Contracts). Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT

Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

COMPLIANCE WITH CONSULTANT DISCLOSURE LAW

If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

PROCUREMENT LOBBYING

To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

IRAN DIVESTMENT ACT

By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)

Compliance with Regulations:

The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

Nondiscrimination:

The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

Solicitations for Subcontractors, Including Procurements of Materials and Equipment:

In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.

Information and Reports:

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.

Sanctions for Noncompliance:

In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

- (a.) withholding of payments to the contractor under the contract until the contractor complies, and/or
- (b.) cancellation, termination or suspension of the contract, in whole or in part.

Incorporation of Provisions:

The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract or procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The contractor shall take such action with respect to any subcontract or procurement as NYSDOT or the FHWA may

direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Attachment C
Standard City Contract Template

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, is made this __, day of _____, 2015, by and between the **CITY OF ROCHESTER**, a municipal corporation having its principal office located at City Hall, 30 Church Street, Rochester, New York 14614, herein after referred to as the "City" and _____ with offices located at _____, hereinafter to as the "Consultant".

WITNESSETH:

WHEREAS, the City desires to secure the professional services of a Consultant to provide _____, hereinafter referred to as "the Project", and

WHEREAS, the Consultant has the necessary equipment, personnel and expertise to perform the Project.

NOW THEREFORE, in consideration of the terms and conditions contained herein, the parties do covenant and agree as follows:

SECTION 1. DESCRIPTION OF CONSULTANT'S SERVICES

A.

SECTION 2. CITY RESPONSIBILITIES

SECTION 3. TERM

The duration of the agreement will be from _____

SECTION 4. FEE

SECTION 5. AUTHORIZED AGENT FOR THE CITY AND THE CONSULTANT

A. The City hereby designates:

B. The Consultant hereby designates:

or their authorized representatives in case of absence, as Authorized Agents of the City and of the Consultant for receipt of all notices, demands, vouchers and other communications and all orders, permissions, and directions pursuant to this Agreement, which shall be sufficiently communicated, given and/or delivered if dispatched by registered or certified mail, postage prepaid, or delivered personally to the authorized agents designated herein. The parties reserve the right to designate other or additional agents upon written notice to the other party which shall be signed by the Authorized Agent of the requesting party.

SECTION 6. INDEMNIFICATION

The Consultant hereby agrees to defend, indemnify and save harmless the City of Rochester against any and all liability, loss, damage, suit, charge, attorney's fees and expenses of whatever kind or nature which the City may directly or indirectly incur, or be required to pay by reason or in consequence of the intentionally wrongful or negligent act or omission of the Consultant, its agents, employees or contractors. If a claim or action is made or brought against the City and for which the Consultant may be responsible hereunder in whole or in part, then the Consultant shall be notified and shall handle or participate in the handling of the defense of such matter.

SECTION 7. WORKERS' COMPENSATION AND DISABILITY BENEFITS INSURANCE

This Agreement shall be void and of no effect unless the Consultant shall secure compensation for the benefit of, and keep insured during the life of this Agreement, any and all employees as are required to be insured under the provisions of the Workers' Compensation Law of the State of New York or the state of the Consultant's residence, whichever may apply. The Consultant shall provide proof to the City, duly subscribed by an insurance carrier, that such Workers Compensation coverage has been secured. In the alternative, Consultant shall provide proof of self-insurance or shall establish that Workers' Compensation coverage is not required by submitting the then current and required New York State Workers' Compensation Board's form.

SECTION 8. EQUAL OPPORTUNITY

A. General Policy

The City of Rochester, New York reaffirms its policy of Equal Opportunity and its commitment to require all contractors, lessors, vendors and suppliers doing business with the City to follow a policy of Equal Opportunity, in accordance with the requirements set forth herein. The City further does not discriminate on the basis of disability, in admission or access to, or treatment or employment in its programs and activities. The City is including these policy statements in all bid documents, contracts, and leases. Contractors, lessors, vendors and suppliers shall comply with all State and Federal Equal Opportunity laws and regulations.

B. Definitions

GOOD FAITH EFFORT - shall mean every reasonable attempt to comply with the provisions of this policy by making every reasonable effort to achieve a level of employment of minority groups and female workers that is consistent with their presence in the local work force.

MINORITY GROUP PERSONS - shall mean a person of Black, Spanish surname American, Asian American or American Indian ethnic or racial origin and identity.

C. Compliance

The Consultant shall comply with all of the following provisions of this Equal Opportunity Requirement:

1. The Consultant shall not discriminate on the basis of age, race, creed, color, national origin, sex, sexual orientation, disability or marital status in the performance of services or programs pursuant to this agreement. The Consultant agrees to make a good faith effort to employ minority group persons and females and that in hiring employees and treating employees performing work under this Agreement or any subcontract hereunder, the Consultant, and its subcontractors, if any, shall not, by reason of age, race, creed, color, national origin, sex, sexual orientation, disability or marital status

discriminate against any person who is qualified and available to perform the work to which the employment relates. The Consultant agrees to take affirmative action to ensure that applicants are employed and that employees are treated during their employment, without regard to their race, color, religion, sex, age or national origin. Such actions shall include, but not be limited to the following: employment, upgrading, demotions or transfers, recruitment and recruitment advertising, layoffs, terminations, rates of pay and other forms of compensation, and selection for training, including apprenticeship. The Consultant agrees to post notices in conspicuous places available to employees and applicants for employment, and to include language in all solicitations or advertisements for employment placed by or on behalf of the Consultant, reflecting this nondiscrimination policy.

2. If the Consultant is found guilty of discrimination in employment on the grounds of age, race, creed, color, national origin, sex, sexual orientation, disability or marital status by any court or administrative agency that has jurisdiction pursuant to any State or Federal Equal Opportunity Laws or regulations, such determination will be deemed to be a breach of contract, and this Agreement will be terminated in whole or part without any penalty or damages to the City on account of such cancellation or termination, and the Consultant shall be disqualified from thereafter selling to, submitting bids to, or receiving awards of contract with the City of Rochester for goods, work, or services until such time as the Consultant can demonstrate its compliance with this policy and all applicable Federal and State Equal Opportunity laws and regulations.
3. The Consultant shall cause the foregoing provisions to be inserted in all subcontracts, if any, for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

SECTION 9. COMPLIANCE WITH ALL LAWS

The Consultant shall familiarize itself and comply with all applicable laws, ordinances and regulations of all federal, state and municipal governments or the legally constituted agencies thereof.

SECTION 10. AUDIT

The Consultant agrees that to the extent provisions of the Federal Acquisition Regulations apply to services provided by Consultant under this Agreement, the City shall, until the expiration of three (3) years after final payment, have access to and the right to examine any directly pertinent books, documents, papers and records of the Consultant and of any of the subcontractors engaged in the performance of and involving transactions related to this Agreement or any subcontracts. In all other instances, the City shall have the right during the term of this Agreement, and up to one (1) year thereafter, to inspect all relevant records related to invoices submitted by Consultant or Fee modifications requested by Consultant.

SECTION 11. PROHIBITION AGAINST ASSIGNMENT

The parties are prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement or any of its contents, or of any right, title or interest therein, or of the power to execute this Agreement, to any other person or corporation without the previous consent, in writing, of both parties. However, Contractor may assign its rights to receive payment upon prior written approval of the City unless otherwise prohibited by law.

SECTION 12. OBLIGATIONS LIMITED TO FUNDS AVAILABLE

The parties specifically agree that the Consultant's duty to perform work under this agreement and the City's obligation to pay for that work, including any out-of-pocket and subcontracting expenses of the Consultant, shall be limited to the amount of money actually appropriated by the City Council and encumbered (i.e., certified as being available) for this Project by the City Director of Finance (or his authorized deputy). This provision shall limit the parties' obligation to perform even though this Agreement may provide for the payment of a fee greater than the appropriated and encumbered amount.

SECTION 13. EXTENT OF AGREEMENT

This Agreement constitutes the entire and integrated Agreement between and among the parties hereto and supersedes any and all prior negotiations, agreements and conditions, whether written or oral. Any modification or amendment to this Agreement shall be void unless it is in writing and subscribed by the party to be charged or by the party's authorized agent.

SECTION 14. STATUS AS INDEPENDENT CONTRACTOR

The Consultant, as an independent contractor, covenants and agrees to conduct the work under this Agreement consistent with such status. The Consultant shall neither pretend nor claim to be an officer or employee of the City by reason hereof, nor make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the City, including but not limited to Workers' Compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.

SECTION 15. LAW

This Agreement shall be governed by and under the laws of the State of New York. In the event that a dispute arises between the parties, venue for the resolution of such dispute shall be the County of Monroe, New York.

SECTION 16. NO-WAIVER

In the event that the terms and conditions of this Agreement are not strictly enforced by the City, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this Agreement, nor shall such non-enforcement prevent the City from enforcing each and every term of this Agreement thereafter.

SECTION 17. SEVERABILITY

If any provision of this Agreement is held invalid by a court of law, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the laws of the State of New York.

SECTION 18. DEBARMENT AND SUSPENSION

The Consultant certifies, by the signing of this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency. Assistance under this part shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the services of, or fund any contractor or sub recipient during any period of debarment, suspension, or placement in ineligibility status under the provisions of 24 CFR Part 24.

SECTION 19. TERMINATION FOR DEFAULT

The performance of work under this Agreement may be terminated by the parties in accordance with this clause in whole, or from time to time in part, whenever either party shall default in the performance of this Agreement in accordance with its terms. Upon termination due to City's default, Consultant shall be paid that part of the fee proportionate to the amount of services provided by Consultant under this Agreement as of the date of default. Upon termination due to Consultant's default, the City may take over the work to be performed and complete the same by contract or otherwise, and the Consultant shall be liable to the City for any excess cost occasioned thereby.

SECTION 20. LIVING WAGE REQUIREMENTS

A. Applicability of Living Wage Requirements

This section shall apply and the Consultant shall comply with the requirements of Section 8A-18 of the Municipal Code of the City of Rochester, known as the "Rochester Living Wage Ordinance", in the event that payments by the City to the Consultant under this Agreement are equal to or greater than \$50,000, or involves retention by the Consultant of fees equal to or greater than \$50,000 during a period of one year. If this Agreement is amended to increase the amount payable hereunder to a value equal to or greater than fifty thousand dollars (\$50,000) during a period of one year, then any such amendment shall be subject to Section 8A-18.

B. Compliance

The Consultant shall pay no less than a Living Wage to any part-time or full-time Covered Employee, as that term is defined in Section 8A-18B, who directly expends his or her time on this Agreement, for the time said person actually spends on this Agreement. Living Wage, as set forth in this Agreement, shall be the hourly amount set forth in Section 8A-18(C)(2), and any adjustments thereto, which shall be made on July 1 of each year and shall be made available in the Office of the City Clerk and on the City's website, at www.cityofrochester.gov. Consultant shall also comply with all other provisions of Section 8A-18, including but not limited to all reporting, posting and notification requirements and shall be subject to any compliance, sanction and enforcement provisions set forth therein.

C. Exemption

This section shall not apply to any of Consultant's employees who are compensated in accordance with the terms of a collective bargaining agreement.

SECTION 21. COMPLIANCE WITH MACBRIDE PRINCIPLES

The Consultant agrees that it will observe Ordinance No. 88-19 of the City of Rochester, which condemns religious discrimination in Northern Ireland and requires persons contracting to provide goods and services to the City to comply with the MacBride Principles. A copy of the MacBride Principles is on file in the Office of the Director of Finance.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the date first written above.

CITY OF ROCHESTER

BY: _____
Lovely A. Warren - Mayor, City of Rochester

CONSULTANT

Name:

Taxpayer Id. No.:

STATE OF NEW YORK)
COUNTY OF MONROE) SS:

On this _____ day of _____, 2015, before me the subscriber, Lovely A Warren, personally known, who being by me duly sworn, did depose and say that she resides in the City of Rochester; that she is the Mayor City of Rochester, the municipal corporation described in and which executed the above instrument; and that she signed her name to the foregoing instrument by virtue of the authority vested in her by the laws of the State of New York and the local laws and ordinances of the City of Rochester.

Notary Public

STATE OF NEW YORK)
COUNTY OF MONROE) ss.:

On the _____ day of _____, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public