



Request for Proposals
(RFP)

Low Floor Cutaways

Released May 16, 2022
Submissions Due June 17, 2022

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1.0 What We're Looking For

The Cooperative Alliance for Seacoast Transportation (COAST) is soliciting proposals from qualified firms to provide low floor passenger transit vehicles that do not require a Commercial Driver's License to operate.

Vehicles must be wheelchair accessible via a ramp, not a lift, and have two wheelchair securement positions and seating for fourteen passengers. Passenger seats may be reduced when wheelchair positions are occupied.

These vehicles are to be used on fixed route service and will need to be equipped with external electronic destination signs, a farebox, a camera system, and other similar equipment. Full details in the specifications.

2.0 About COAST

The Cooperative Alliance for Seacoast Transportation (COAST) has proudly served the Seacoast region of New Hampshire (Rockingham and Strafford Counties) and Southern Maine with affordable, safe transportation since 1982. In that time, COAST buses have carried over 15.6 million passengers.

Pre-pandemic annual fixed route ridership (FY 19) was 402,521 rides. FY 21 ridership was 227,364 rides, and ridership has continued to slowly recover from pandemic impacts.

COAST's Fixed Route fleet consists of 18 vehicles: 14 full size buses and 4 cutaways. At peak service, 13 of these vehicles operate on 13 different numbered routes. Several of our routes are interlined, and some have deviations available upon request. COAST routes serve approximately 400 bus stops and do not use flag stops. COAST also operates Demand Response service for a variety of programs, including ADA Complementary Paratransit.

All COAST services are directly operated by COAST.

Originally founded as a private, non-profit organization in 1981, COAST was codified as an independent public body of the State of New Hampshire through the passage of NH RSA 239 by the Legislature in 1985. COAST is governed by a Board of Directors. The directors represent the communities served by COAST, as well as various local, regional, and statewide organizations that participate in COAST or have other connections to our organization.

3.0 Submittal Requirements

All submitters must include the following requirements. Any submitter that does not include these items may be disqualified from consideration.

- Printed Scope of Work (section 6), checking off which features are available in your vehicles.
- Outline of warranty and support offerings.
- Delivery date for initial four vehicles.
- Price Proposal including:
 - Price for initial four (4) vehicles.
 - Price for optional add-ons to vehicles, as listed in the specifications.
 - Either fixed price, or defined price escalation method, for options for four (4) additional vehicles that may be ordered up to five (5) years after date of initial purchase.
 - Prices must remain firm for purchase orders issued through **September 30, 2022**.
- Documentation certifying that the proposed vehicle meets all applicable FMVSS regulations for commercial vehicles in effect on the date of manufacture as well as FMVSS 200.
- Federally required forms from Section 14
 - 14.1 Certification & Restrictions on Lobbying
 - 14.2 Government-wide Debarment and Suspension
 - 14.3 Bus Testing Certification
 - 14.4 Pre-Award Certification for Procurement of Rolling Stock
 - 14.5 Transit Vehicle Manufacturer (TVM) Certification
 - 14.6 DBE Utilization Form

Additional items may be included but are not required.

Submissions must be made by **June 17, 2022**, at 5:00pm EST.

4.0 Timeline

Request for Proposals released on **May 16, 2022**.

Questions about the proposal may be submitted through **May 27, 2022**. For more on questions see Section 7.0 Questions.

Responses to questions will be provided by end of business on **June 6, 2022**.

Submissions must be made by 5:00pm Eastern Standard Time on **June 17, 2022**.

COAST will review submissions after the submittal deadline and contact vendors with any further questions by **June 30, 2022**.

Prices proposed must remain firm through **September 30, 2022**.

5.0 Contract Length and Type

This solicitation is expected to result in a fixed price contract for four (4) vehicles to be purchased immediately, with options for an additional four (4) vehicles to be purchased within five (5) years of the date of original contract.

6.0 Technical Specifications

6.1 General Requirements

- Vehicle may be either gasoline or diesel powered. If diesel powered, it must be capable of using either straight diesel, or diesel with 10% biodiesel (B10).
- Vehicle must be able to travel at least 65 mph.
- Vehicle must be able to accelerate from 0 to 60 mph, with a full passenger load, within 15 seconds.
- Vehicle must have a single-tank range of at least 340 miles.
- Bidder shall submit with proposal documentation showing compliance with 49 CFR 665, FTA Bus Testing regulations. Vehicle must have completed and passed the Altoona Pass/Fail test for a minimum 5 Year/150,000 Mile duty cycle life. Test results documenting a 5 Year/150,000 Mile duty cycle life by the Federal Transit Administration test center in Altoona, Pennsylvania clearly identifying the passing score shall be submitted. A vehicle that has not completed a Pass/Fail Altoona Test will not be compliant with this specification.
- It is implied with all specifications that the dealer will either meet the requirements or will request approval for equal consideration of their most comparable option. No proprietary specifications were intended except where they are asked for by name.
- Vehicle must not require a Commercial Driver's License (CDL) to operate.
- GVWR: Less than 26,000 lbs.
- The vehicle body shall be no longer than 24', no wider than 96" not including mirrors, and no taller than 108" not including the roof mounted AC unit.

6.2 Engine, Transmission, and Drive Train

- Vehicle may be either gasoline or diesel powered. If diesel powered, it must be capable of using biodiesel (B10).
- Engine must be a V6 or approved equal.
- Vehicle engine must be a proven, commercial quality engine. The engine must be specified in the proposal.
- Must have 6 speed automatic transmission. The transmission must be specified in the proposal.
- Steering to be hydraulic power-assist rack and pinion type with cruise control and telescopic steering column.

6.3 Suspension

- Vehicle suspension should be heaviest duty available, and adequate for the fully loaded capacity of the vehicle. The suspension must be specified in the proposal.
- Kneeling suspension, to enable lowest possible boarding to passenger door, is preferred.

6.4 Body Construction

- Modular structure with minimal joints to reduce water intrusion points.
- Body assembly must meet or exceed FMVSS 220.
- Exterior covering and finish shall be high gloss FRP.

6.5 Wheels, Tires, and Mud Flaps

- BSW, truck-type tubeless steel belted all season highway radials, LT225/75R16 load range E to be provided.
- One-piece ventilated steel wheels to be provided, heaviest duty available for GVWR specified, with ABS wheel covers painted silver. Lug nuts to be exposed for ease of maintenance.
- Wheels and tires are to be interchangeable front and rear.
- All tires shall be electronically spin-balanced to a minimum speed of 55 mph.
- Front and rear wheels must feature ¼" rear mounted mud flaps the design of which should prevent them from contacting the ground when the vehicle is at its lowest point (if equipped with a kneeling system).

6.6 Brakes

- Heavy duty braking system. The braking system must be specified in the proposal.

6.7 Electrical System

- OEM Vehicle Wiring shall remain unchanged as much as possible

- Heavy Duty Function Coding Wiring is required for all up-fit equipment and must meet SAE recommended practices.
- Wiring shall be mechanically crimped and connections exterior of the envelope shall be weather-proof.
- Grounding components shall be through polarized, shielded terminals wired to main structural ground points.
- Ground points shall be free of paint, oil, or rust and shall be coated silicone grease after fastening.
- Each Harness must include one clearly marked spare conductor.
- Wiring shall be routed to prevent damage from heat and wear.
- Three Additional Circuits are required for the addition of additional purchaser added equipment.
- A complete “as-built” manual including complete wiring diagrams shall be provided on a thumb drive at the time of delivery, accurately referencing colored, numbered, and function coded wiring applications.
- Alternator should be largest available from the OEM, not less than 220 Amps.
- Batteries should be Heavy Duty. Dual batteries preferred.
- OEM Standard AM/FM Stereo with four (4) Speakers, an amplifier and a handheld microphone
- An Interlocking Device must be included which will prevent the deployment of the wheelchair ramp if the vehicle is not properly secured (Parking Brake set, Transmission in Park, Door Open, Power Engaged) and should prevent the movement of the vehicle when the wheelchair ramp is deployed.

6.8 Instruments and Controls

- The following gauges and indicator lights must be provided for the operator:
 - Speedometer
 - Odometer
 - Engine Coolant Temperature
 - Tachometer
 - Fuel Level
 - Low Fuel Warning Light
 - Headlight High Beam Indicator
 - Parking Brake “On” Indicator
 - Directional Signal and Four-Way Flasher Lights
 - Fasten Safety Belt Warning Light
- The following controls must be available to the operator:
 - Emergency Flasher (4-ways)
 - Door Control
 - Kneeling Switch, if equipped

- AC / Heater Switch for both operator and passenger area. Should include temperature adjustment.
- Defroster controls
- Two-speed wiper control with intermittent feature
- Passenger compartment light controls
- Driver's dome light controls
- Power mirror adjustment controls

6.9 Accessibility, Wheelchair Ramp, Wheelchair Positions, and Wheelchair Securement

- First step entry height (from ground onto the first step) shall be no more than 11". One step into the vehicle should be sufficient to access at least half the passenger rear by square footage, including the wheelchair securement area. Customers should not have to step up more than one step (from the ground onto the vehicle) to access seating in the vehicle. A second step may exist in the vehicle to access additional seating in the rear.
- The vehicle aisle must be level when the vehicle is parked on level ground, to minimize difficulty of customers navigating the aisle.
- Vehicle must contain a minimum of two wheelchair securement positions, each of which must be useable at the same time and meet Americans with Disabilities Act (ADA) requirements. A third wheelchair position may be included as an option.
- No wheelchair position shall be blocked from loading and unloading due to occupation of another wheelchair position.
- Wheelchair securement positions must be equipped with at least four tie-down securements for the chair: two in the front, and two in the back.
- Wheelchair tie-down and occupant restraint shall consist of four automatic retractors with J-hook per securement area with a separate lap and shoulder restraint belt for the occupant. Self-tensioning belts to be interchangeable. Q'Straint Slide and Click Deluxe with Self Retracting Shoulder and Lap Belts or approved equal.
- Pricing should include 2 Additional Securement Anchors (Pucks) per Wheelchair location to facilitate the accommodation of Oversized Wheelchairs (locations to be determined by COAST)
- Anchorage Points must be secured in accordance with California Highway Patrol Regulation Title V Register 77 Number 22 5-8-77.
- Durable means shall be provided to store tie-down straps safely and securely when not in use. Strong bags attached to the walls or designated wall or under-seat mounts for securements are preferred.
- Vehicle must be accessible for individuals with wheelchairs via a deployable ADA compliant ramp at least 34" wide, with a capacity of at least 800 lbs. Ramps must meet

ADA Regulations for Rise, Run, Width and Weight Capacity. Ramps should be operated manually. An option for an electric ramp may be priced separately.

- The ramp must be located on the curb side of the vehicle and cannot be located in the rear or on the street side.
- The wheelchair ramp, when stowed, must not block the main entrance or emergency exits.
- Wheelchair positions, when occupied, must not block aisles for emergency evacuation.

6.10 Climate Control / HVAC

- Vehicle is to be equipped with both heat and air conditioning for both the driver's area and the passenger area. Heating and air conditioning must be sufficient to maintain 70 degrees throughout the year in a New Hampshire climate while running continuously for up to 18 hours a day.
- Largest Available OEM Driver's Heat and AC must be included.
- Vehicle is to be equipped with defrosters for the windshield.
- Bus to be equipped with a roof-mounted AC/Heat Combo unit with a minimum air conditioning capacity of 80,000 BTUs and a heating capacity of 70,000 BTUs. Venting capacity shall be minimum 1,200 CFM.
- Variable climate controls to be mounted in the driver's switch panel.

6.11 Seating

- Passenger seats must have seat and seat-back padding, transit grade for durability and easy cleaning. Freedman Seats, Citiseat, or approved equal. Seats should be equipped with aisle side Padded Grab Handles and Retractable Lap Belts and are to be bolted to the floor frame.
- Seat covers shall be non-absorbent and ideally antimicrobial / antibacterial. Microfibers preferred, level 4-5 grade. COAST must approve fabric used for seat covers prior to manufacture.
- Seats must be a minimum of 17.5" wide, with a minimum depth of 17", and a minimum seatback height of 22".
- Comparable perimeter seats that may be flipped up are to be provided in the wheelchair securement locations.
- Driver's seat shall be the highest quality USSC or Recaro Seat that fits in the vehicle, or approved equal.
- Driver's seat must include adjustable arm rests.
- Driver's seat should have a black cloth covering.

- Driver's seat should be able to adjust forward, back, up, down (height), recline, and have lumbar adjustments.

6.12 Stanchions, Grab Rails, and Modesty Panels

- Stanchions and grab rails shall be provided throughout the vehicle such that a passenger walking through the vehicle always has access to support.
- All stanchions and grab rails shall be 1¼" stainless steel tubing with brushed finish. Vertical stanchions shall be secured top and bottom with barrel bolts to prevent twisting. All stanchions shall be mounted floor to ceiling in structural member.
- Entry-assist grab rail shall be provided at side of the door within easy reach to assist passengers in both boarding and exiting.
- There shall be vertical stanchions and cross bars located at each side of the steps into the rear of the vehicle.
- Modesty panels shall be installed in front of seats that do not have forward facing seats in front of them, for example, in front of the entry door or along the rear passenger seating area by the stair to the entry and wheelchair securement area.
- An Additional Vertical Stanchion with Plexi-glass Panel upper and Laminated Modesty Panel Lower shall be located behind the driver's seat.

6.13 Passenger Door

- The vehicle shall be equipped with an electrically operated door, at least 32" wide. 34" wide is preferred.
- The door shall be full glass.
- The door shall have at least 76" clear headroom as measured from the top of the step to the entrance header.
- Entry shall be weather tight when passenger door is in the closed position.
- Door Frame shall be constructed from non-corroding materials.

6.14 Windows

- All windows to meet State and Federal Safety Standards.
- Windows in Driver and Copilot doors shall be OEM standard power-actuated vertically.

- Passenger Side Windows to be solid pane with maximum allowable tint for New Hampshire and Maine. Stationary windows shall have minimum of one (1) emergency egress window on each side of the vehicle.
- Emergency egress windows shall not be impeded by the presence of a wheelchair or other mobility device in the designated tie-down areas
- Dealer shall certify that adequate Emergency Egress shall be available to meet all applicable regulations.

6.15 Flooring

- Sub floor must be the most durable available and should be treated to prevent damage from exposure to road spray or impervious to infiltration. Edges of joints in subfloor must be treated in the same manner prior to installation. Details of treatment process and materials as well as warranty information must be provided with response.
- Floor covering shall be Altro Transflor, Gerflor Sirius NT, RCA Flooring, or approved equal. Details of floor covering must be included in the response, with potential options available and any price adjustments relative to those options listed. Floor covering must be sealed at any and all joints to preclude water intrusion on the subfloor.
- There shall be a molded plastic, fiberglass, rubber, or other type of molding between sidewalls and floor for ease of cleaning.

6.16 Corrosion Protection

- Best Available Corrosion protect is required. Details of corrosion protection process, materials, and warranty of those must be included with proposal

6.17 Insulation

- Inside Walls and Ceiling to be insulated with flame-retardant insulation material which provides a minimum R-6 insulation factor.

6.18 Exterior Finish

- All exterior surfaces shall be smooth and free of visible fasteners.
- Exterior will be painted silver (color code to be provided). Workmanship should be of the highest standard: no orange peel, runs, dry, thin patches or other easily seen defects will be accepted.
- Drip rails shall be installed the entire length of the bus and must extend over the passenger entry door channel water away from passengers entering and exiting the vehicle. Body molding that accomplishes the same purpose as drip rails and prevents water from coming down in front of the passenger door is acceptable.
- After mounted every area not functionally impacted by the application of undercoating must be treated to prevent exposure to water.
- Pricing must include an allowance for Vinyl Graphics and Bus Lettering and should cover graphics similar to the current fleet. Pictures of current fleet graphics are included here for reference. Final artwork requires approval by COAST.



6.19 Exterior Lighting

- All exterior lighting shall conform to all New Hampshire and Maine State Regulations and FMVSS 108.
- Exterior lighting shall shine on ground outside passenger door when door is opened.
- LED amber front marker lights shall be provided - three (3) lamp cluster centered above windshield and (1) on each side above windshield.
- LED red marker lights on rear of vehicle shall be provided in upper corners of each side of vehicle.
- Vehicle will be equipped with OEM stop/turn/back-up lights.
- LED head lights are preferred.
- LED license plate light shall be provided.

6.20 Interior Lighting

- Interior shall be illuminated with LED courtesy lights so as to provide a minimum of 12 foot- candles of illumination measured 36" above the floor.
- Interior lights shall include a Driver's Dome Light, at least four (4) Passenger Overhead Lights, and at least two (2) Stepwell Lights
- Passenger entry will be illuminated with 8" LED strip light.
- Driver courtesy lights shall come on when driver door is opened. All other interior lights shall operate only when ignition is in "on" position; and entry and interior lights shall operate when passenger door is opened and ignition on. Additionally, a driver-controlled override shall be provided to allow operation of all interior passenger courtesy lights when doors are closed and ignition is on.
- Interior Lights must be installed to facilitate replacement. Butt connectors and solder connections are not permitted

6.21 Mirrors

- Vehicle will be equipped with OEM exterior heat and remote controlled mirrors. Mirror assembly shall contain a flat mirror measuring approximately 9.75" x 10.25" and a convex mirror measuring approximately 9.75" x 3.25".
- A crossover mirror should be installed at the front curbside of the vehicle which will allow the driver to see the ground and area directly in front of the vehicle.
- Standard OEM rear vision mirror with non-glare, day/night feature shall be provided.

- A 4" x 8" or larger Convex Passenger Mirror must be installed for the driver to view the passenger compartment.

6.22 Bumpers

- OEM Front Bumper shall be included and Rear Bumper shall be black polyurethane and energy absorbing to minimize body damage cause by low speed impacts

6.23 Interior Panels

- Shall feature an easy to clean durable surface. Interior panels shall be harmoniously colored and should closely match OEM interior finishes.

6.24 Safety Equipment

- A 16 Person First Aid Kit will be installed on the forward-facing side of the Driver's Modesty Panel or other accessible approved location.
- A Body Fluid Clean-Up Kit will also be installed on the forward side of the Driver's Modesty Panel or other accessible approved location.
- A triangle reflector kit with three triangles will be included and securely mounted in an easily accessible location.
- A 5lb Dry Chemical ABC Type Fire Extinguisher with Gauge and Hose will be included, mounted vertically and easily accessible.
- Two (2) US DOT Approved Rubber Wheel chocks will be included.
- The vehicle should be equipped with an exterior back-up alarm, minimum 96 dB, and located to minimize exposure to road spray.

6.25 Communication Equipment and Signage

- Vehicle should come equipped with a two-way radio antenna installed with ground plane, and with wiring ready for installation of a Motorola XPR 2500 mobile radio.
- The following interior signage will be included in English such that it meets ADA requirements:
 - "EMERGENCY EXIT" on all Egress Windows
 - Square Handicap sign at each Wheelchair Position
 - "STANDING FORWARD OF THE LINE IS NOT PERMITTED WHILE THE VEHICLE IS IN MOTION"
 - "PRIORITY SEATING FOR PERSONS WITH DISABILITIES"

6.26 Additional Transit Equipment

- Vehicle shall come equipped with a Diamond SV, or approved equal, drop-farebox installed within reach of both the driver and passengers in the front door. Pricing should be itemized separately. Key code will be supplied after signature of the contract.
- Vehicle shall come equipped with a stop-request feature, where customers can pull a cord or press some tape in order to signal to the driver their request for the next stop. The signal should illuminate a light visible to the driver, and the light should turn off automatically when the passenger door is opened.
- Vehicle shall come equipped with external TwinVision MobileLite LED destination sign(s), or approved equal. These shall be programmable by COAST, and controllable by the operator. Operator controls should be in a location easily operated by the driver from their seat. There must be a sign at the top, front of the vehicle and a sign on the right side by the passenger door. External signs must meet ADA requirements.
- Pricing should be included for an optional clear hinged driver security barrier to separate the driver from the passenger compartment. This barrier should still allow the operator to access the farebox.
- Vehicle shall come equipped with a bike rack on the exterior front of the vehicle that can fold down to carry two bicycles. The bike rack must be able to fold up when not in use. The bike rack should be chrome / brushed metal in appearance.
- Vehicle shall come equipped with internal speakers that can be connected to an ITS system for automatic voice announcement in the vehicle. The ITS system does not need to be provided as part of the proposal—it will be installed by COAST after delivery.
- Vehicle shall come equipped with a Seon DX high definition 8-camera surveillance system or approved equal installed. Camera placement needs to be determined in coordination with COAST prior to installation. Exterior Cameras must be in weatherproof housings and interior cameras must be in vandal proof housings. The DVR must be located out of the view of the public and the must allow for easy removal and replacement of the hard drives. System must feature lit event recorder button allowing drivers to flag events from the driver's seat.

6.27 Other Equipment and Requirements

- Delivery will include Body and Chassis Manufacturer Maintenance, and Parts Manuals which must at a minimum include engine, transmission, air conditioning, anti-lock brakes and wheelchair ramp details.
- A complete As Built Electrical Schematic
- All required Diagnostic Software
- Parts and Service Manuals for After Market Systems including but not limited to Wheelchair Ramp, and Air Conditioning Systems

- Driver Storage Area Adequately sized to hold a personal bag (small backpack or purse) and a standard 3 Ring Binder

7.0 Questions

COAST will accept questions about the proposal through **May 27, 2022**. For questions that materially affect the solicitation, or whose answers may change the scope or specifications, COAST will post the question and the answer at <https://coastbus.org/opportunities/doing-business-with-coast/opportunities>. COAST will not otherwise publicize the answers to these questions; all vendors are advised to check this URL. COAST will provide answers to all questions submitted by end of business on **June 6, 2022**.

8.0 Project Contact

Questions about this project may be directed to:

Michael Williams

Director of Operations

COAST

42 Sumner Dr.

Dover, NH 03820

603-516-0783

mwilliams@coastbus.org

9.0 Product Demonstration / References

Once a submission is received, COAST may request an in-person product demonstration. Please specify if a product demonstration is available within 150 miles of Dover, NH. This demonstration is an important step to ensure COAST staff can evaluate the features, customer experience, functionality, and other aspects of the vehicle. COAST does not guarantee a product demonstration for every submission.

Please provide three contacts for other providers who have purchased this model of vehicle from you, with preference for contacts geographically closer to COAST.

10.0 Award Criteria

Once submissions are received, and following the submission deadline, COAST will evaluate the proposals based on the following criteria. COAST may reject any and all proposals.

1. Technical Qualifications and Experience
2. Record of Past Performance
3. Support, Service, Maintenance, and Warranty
4. Feature Availability / Useability
5. Cost

11.0 Protest Procedures

COAST is committed to fairness and compliance with Federal and State regulations regarding procurement. In the case that any proposer feels that they were treated unfairly, COAST will follow the Protest Procedures as described in Appendix A of its Procurement Manual.

A copy of these procedures can be obtained upon request through the Project Contact, via e-mail, by mail or in person at our offices at 6 Sumner Drive, Dover NH 03820. They can also be found on COAST's website at https://coastbus.org/sites/default/files/pdfs/COAST_Protest_Procedures.pdf.

12.0 Disclaimers

12.1 Submission Costs

Those submitting proposals do so entirely at their expense. There is no expressed or implied obligation by COAST to reimburse any individual or firm for any costs incurred in preparing or submitting proposals, providing additional information when requested by COAST, or for participating in any selection interviews.

12.2 Postponement, Amendment, or Cancellation of Solicitation

COAST may postpone the deadline for submitting proposals and may revise or amend this RFP at any time up to the deadline for submitting proposals. Such changes, revisions and amendments, if any, will be announced on COAST's website at <https://coastbus.org/opportunities/doing-business-with-coast/opportunities>.

Applicants are requested to contact COAST if, upon review, material errors are found. Errors and/or omissions must be conveyed to COAST before the deadline for submitting proposals to allow time for review and subsequent clarifications by COAST. In any case, the deadline for submitting proposals will be at least seven (7) calendar days after the last addendum, and any addenda will include an announcement, if applicable, of the new deadline for submitting proposals.

COAST will not be responsible for any oral instructions made by its employees or COAST officers in regards to the RFP.

No contract arising from this solicitation is implied or guaranteed. COAST reserves the right to reissue an amended RFP or to take no action regarding any contract solicited by this advertisement.

COAST reserves the right to cancel and/or modify the solicitation with appropriate notice, without penalty, and at its sole discretion.

12.3 Errors or Omissions

If errors or omissions are discovered in this solicitation that are material to the outcome, scope, or other important details, corrections to those errors will be posted at <https://coastbus.org/opportunities/doing-business-with-coast/opportunities>. COAST will not otherwise publicize those corrections; all vendors are advised to check this URL.

13.0 General Terms

13.1 Proposal Terms and Conditions

COAST projects are supported by funds from the Federal Transit Administration (FTA), under the US DOT, thus the procedures for awarding this project will follow the guidelines identified in FTA Circular 4220.1F. Payment terms must be provided with the proposals. COAST will have up to thirty (30) days to make final payment upon completion of each phase and/or the completion of the scope of work by the Contractor.

13.2 Contractual Obligations

The successful contractor will be required to enter into a written agreement with COAST in which the contractor will undertake certain obligations. Contractual obligations will include, but are not limited to, the following:

- Inclusion of Proposals - The proposals submitted in response to this RFP will be incorporated as part of the final contract with the selected vendor.
- Proposals shall address all requirements identified in this solicitation. In addition, COAST may consider proposal alternatives submitted by Proposers that provide enhancements beyond the RFP requirements. Proposal alternatives may be considered if deemed to be in COAST's best interests. Proposal alternatives must be clearly identified.
- Indemnification - The successful vendor shall defend, indemnify and hold harmless COAST, its agents, officers and employees ("COAST Indemnitee"), from and against any and all claims, actions, proceedings, liabilities, obligations, losses, damages, costs or expenses (including reasonable attorneys' fees) incurred by any COAST Indemnitee to the extent (1) relating to death or injury to any person or damage to any property and (2) resulting from, or arising out of or in connection with, (a) any breach or failure to perform by successful vendor of any covenant, agreement, representation or warranty made by successful vendor in this Agreement or (b) any act or omission constituting negligence or willful misconduct by successful vendor or any of its subcontractors, directors, officers, employees or agents during the performance of successful vendor 's obligations under this Agreement except in cases where death or injury to any person or damage to any property is caused through the sole negligence or willful misconduct by COAST.

In addition, and regardless of respective fault, successful vendor shall defend, indemnify and hold harmless the COAST Indemnitee for any costs, expenses and liabilities arising out of a claim, charge or determination that successful vendor 's officers, employees, contractors or agents are employees of the COAST Indemnitee, including but not limited to claims or charges for benefits, wages, fees, penalties, withholdings, damages or taxes brought in connection with laws governing workers compensation, unemployment compensation, social security, Medicare, state or federal taxation and/or any other similar obligation associated with an employment relationship.

- Any contract resulting from this RFP may be subject to a financial assistance contract/agreement between COAST and the U.S. Department of Transportation, Federal Transit Administration (FTA). The contract will be governed by all applicable local, state and federal regulations.

- Subject to the rights granted Contractor pursuant to this Agreement, all right, title and interest in and to the data collected and developed during the performance of this contract shall at all times remain the sole and exclusive property of COAST. Contractor shall surrender all such data to COAST prior to submitting an invoice for final payment.
- Federal Requirements – The contractor shall agree to comply with the pertinent Federal laws and regulations that are identified in the FTA Circular 4220.1F.

13.3 Required Contract Clauses and Other Certifications

13.3.1 Access to Records and Reports

49 U.S.C. 5325

18 CFR 18.36 (i)

49 CFR 633.17

The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
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 the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related

to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

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

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

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

Requirements for Access to Records and Reports by Types of Contract

Contract Characteristics	Operational Service Contract	Turnkey	Construction	Architectural Engineering	Acquisition of Rolling Stock	Professional Services
<u>I State Grantees</u>						
a. Contracts below SAT (\$100,000)	None	Those imposed on state pass thru to Contractor	None	None	None	None
b. Contracts above \$100,000/Capital Projects	None unless ¹ non-competitive award		Yes, if non-competitive award or if funded thru ² 5307/5309/5311	None unless non-competitive award	None unless non-competitive award	None unless non-competitive award
<u>II Non State Grantees</u>						
a. Contracts below SAT (\$100,000)	Yes ³	Those imposed on non-state Grantee pass thru to Contractor	Yes	Yes	Yes	Yes
b. Contracts above \$100,000/Capital Projects	Yes ³		Yes	Yes	Yes	Yes

Sources of Authority:

¹ 49 USC 5325 (a)

² 49 CFR 633.17

13.3.2 Americans with Disabilities Act (ADA)

The successful contractor agrees to comply with the requirements of 49 U.S.C. § 5301 (d), which states the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The successful contractor also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with 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 persons with disabilities, including any subsequent amendments to that Act, and with 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 persons with disabilities, including any subsequent amendments to that Act. In addition, the successful contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

13.3.3 Bus Testing

The operator of the bus testing facility is required to provide the resulting test report to the entity that submits the bus for testing. The manufacturer or dealer of a new bus model or a bus produced with a major change in component or configuration is required to provide a copy of the corresponding full bus testing report and any applicable partial testing report(s) to the Agency during the point in the procurement process specified by the Agency, but in all cases before final acceptance of the first bus by the Agency. The complete bus testing reporting requirements are provided in 49 C.F.R. § 665.11.

13.3.4 Buy America Requirements

The successful contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661 and 2 CFR § 200.322 Domestic preferences for procurements, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C), 49 U.S.C. § 5323(u) and 49 C.F.R. § 661.11. The bidder or offeror must submit to the Agency the appropriate Buy America certification. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

13.3.5 Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Agency.”

13.3.6 Cargo Preference Requirements

The successful contractor agrees:

- a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA Recipient (through the contractor in the case of a subcontractor's bill-of-lading.); and
- c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

13.3.7 Civil Rights Laws and Regulations

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

- 1. Federal Equal Employment Opportunity (EEO) Requirements.** These include, but are not limited to:
 - a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.
 - b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.
- 2. Nondiscrimination on the Basis of Sex.** Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.
- 3. Nondiscrimination on the Basis of Age.** The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

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

Civil Rights and Equal Opportunity

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

1. **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA may issue.

4. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
5. **Promoting Free Speech and Religious Liberty.** The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination

13.3.8 Clean Air Act and Federal Water Pollution Control Act

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

Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

13.3.9 Conformance with National Architecture

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional

ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

13.3.10 Contract Work Hours and Safety Standards Act

- a. Applicability: This requirement applies to all FTA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or

subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

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

13.3.11 Disadvantaged Business Enterprise (DBE)

1. The Federal Fiscal Year goal has been set by COAST in an attempt to match projected procurements with available qualified disadvantaged businesses. COAST goals for budgeted service contracts, bus parts, and other material and supplies for Disadvantaged Business Enterprises have been established by COAST as set forth by the Department of Transportation Regulations 49 C.F.R. Part 26, and are considered pertinent to any contract resulting from this request for proposal.

If a specific DBE goal is assigned to this contract, it will be clearly stated in the Special Specifications, and if the Contractor is found to have failed to exert sufficient, reasonable, and good faith efforts to involve DBE's in the work provided, COAST may declare the Contractor noncompliant and in breach of contract. If a goal is not stated in the Special Specifications, it will be understood that no specific goal is assigned to this contract.

- (a) Policy - It is the policy of the Department of Transportation and COAST that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, shall have the maximum opportunity to participate in the performance of any Contract financed in whole or in part with federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this Contract.

The Contractor agrees to ensure that DBEs as defined in 49 CFR Part 26 have the maximum opportunity to participate in the whole or in part with federal funds provided under this Agreement. In this regard, the Contractor shall take all necessary and reasonable steps in accordance with the regulations to ensure that DBEs have the maximum opportunity to compete for and perform subcontracts. The Contractor shall not discriminate on the basis of race, color, national origin, religion, sex, age or physical handicap in the award and performance of subcontracts.

It is further the policy of COAST to promote the development and increase the participation of businesses owned and controlled by disadvantaged. DBE involvement in all phases of the Contractor's procurement activities are encouraged.

- (b) DBE obligation - The Contractor and its subcontractors agree to ensure that disadvantaged businesses have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under the Agreement. In that regard, all Contractors and subcontractors shall take all necessary and reasonable steps in

accordance with 49 CFR Part 26 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts.

- (c) Where the Contractor is found to have failed to exert sufficient reasonable and good faith efforts to involve DBE's in the work provided, COAST may declare the contractor noncompliant and in breach of contract.
- (d) The Contractor will keep records and documents for a reasonable time following performance of this contract to indicate compliance with COAST's DBE program. These records and documents will be made available at reasonable times and places for inspection by any authorized representative of COAST and will be submitted to COAST upon request.
- (e) COAST will provide affirmative assistance as may be reasonable and necessary to assist the prime contractor in implementing their programs for DBE participation. The assistance may include the following upon request:
 - * Identification of qualified DBE
 - * Available listing of Minority Assistance Agencies
 - * Holding bid conferences to emphasize requirements

2. DBE Program Definitions, as used in the contract:

- (a) Disadvantaged business "means a small business concern":
 - i. Which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and
 - ii. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it; or
 - iii. Which is at least 51 percent owned by one or more women individuals, or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more women individuals; and
 - iv. Whose management and daily business operations are controlled by one or more women individuals who own it.
- (b) "Small business concern" means a small business as defined by Section 3 of the Small Business Act and Appendix B - (Section 106(c)) Determinations of Business Size.
- (c) "Socially and economically disadvantaged individuals". As defined by section 8(a)(5) and 8(a)(6A) of the Small Business Act, socially disadvantaged individuals means those who have subjected to racial or ethnic prejudice or cultural bias because of their identity as a members of a group without regard to their individual qualities. Economically disadvantaged individuals are those socially disadvantaged individuals whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same business area who are not socially disadvantaged.

- i. "Black Americans", which includes persons having origins in any of the Black racial groups of Africa;
- ii. "Hispanic Americans", which includes persons of Mexican, Puerto Rican, Cuba, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
- iii. "Native Americans", which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
- iv. "Asian-Pacific Americans", which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of Pacific, and the Northern Marianas;
- v. "Asian-Indian Americans", which includes persons whose origins are from India, Pakistan, and Bangladesh.

13.3.12 Debarment and Suspension

a. Applicability: This requirement applies to all FTA grant and cooperative agreement programs for a contract in the amount of at least \$25,000

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) The accompanying certification is a material representation of fact relied upon by the subrecipient. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Agency and subrecipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

13.3.13 DHS Seal, Logo, and Flags

The successful contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FTA preapproval.

13.3.14 Energy Conservation

The successful contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

13.3.15 Exclusionary or Discriminatory Specifications or Requirements

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.

13.3.16 Equal Employment Opportunity

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and

the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

13.3.17 Federal Changes

49 CFR Part 18 Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

13.3.18 Fly America

a) Definitions. As used in this clause—

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

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

- c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.
- d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

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

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

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

13.3.19 Incorporation of Federal Transit Administration (FTA) Terms

Incorporation of Federal Transit Administration (FTA) Terms - The provisions within include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in the current FTA Circular 4220 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 Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

13.3.20 No Government Obligations to Third Parties

The Agency and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Agency, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

13.3.21 Notification to FTA

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

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

- (2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.
- (3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

13.3.22 Pre-Award and Post-Delivery Audits of Rolling Stock Purchases

The successful contractor agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. part 663. The Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. The Contractor agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 C.F.R. part 663 and related FTA guidance.

13.3.23 Program Fraud and False or Fraudulent Statements and Related Acts

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

13.3.24 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

- a. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
 1. Procure or obtain;
 2. Extend or renew a contract to procure or obtain; or
 3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that users covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications

Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company(or any subsidiary or affiliate of such entities).

- ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- b. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph(1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- c. See Public Law 115-232, section 889 for additional information.
- d. See also § 200.471.

13.3.25 Prompt Payment

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

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

13.3.26 Safe Operation of Motor Vehicles

Seat Belt Use

The successful contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Agency.

Distracted Driving

The successful contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns,

leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

13.3.27 Simplified Acquisition Threshold

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317–200.327). The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America’s eligibility and process requirements apply to any procurement in excess of \$150,000. 49 U.S.C. § 5323(j)(13).

13.3.28 Termination

Termination for Convenience (General Provision)

The Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Agency’s best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Agency to be paid the Contractor. If the Contractor has any property in its possession belonging to Agency, the Contractor will account for the same, and dispose of it in the manner Agency directs.

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

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

Opportunity to Cure (General Provision)

The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor 30 days in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within 10 days after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in

any way operate to preclude Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

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

Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

13.3.29 Violation and Breach of Contract

Rights and Remedies of the Agency

The Agency shall have the following rights in the event that the Agency deems the Contractor guilty of a breach of any term under the Contract.

1. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors;
2. The right to cancel this Contract as to any or all of the work yet to be performed;
3. The right to specific performance, an injunction or any other appropriate equitable remedy; and
4. The right to money damages.

For purposes of this Contract, breach shall include.

Rights and Remedies of Contractor

Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the Agency, the Contractor expressly agrees that no default, act or omission of the Agency shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the Agency directs Contractor to do so) or to suspend or abandon performance.

Remedies

Substantial failure of the Contractor to complete the Project in accordance with the terms of this Contract will be a default of this Contract. In the event of a default, the Agency will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of

this Contract by the Contractor before the Agency takes action contemplated herein, the Agency will provide the Contractor with sixty (60) days written notice that the Agency considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

Disputes

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by an authorized representative of Agency. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Agency's authorized representative. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Agency's authorized representative shall be binding upon the Contractor and the Contractor shall abide by the decision.

In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the Authority acted in an arbitrary, capricious or grossly erroneous manner.

Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with the Agency's direction or decisions made thereof.

Performance during Dispute

Unless otherwise directed by Agency, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies

Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Agency and the Contractor arising out of or relating to this Contract or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Agency is located.

Rights and Remedies

The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Agency or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such

action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

14.0 Required Sign-Offs & Submissions

14.1 Certification & Restrictions on Lobbying

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

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

The undersigned 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. Section 3801, et seq., are applicable thereto.

Name of Bidder/Company Name: _____

Type or print name: _____

Signature of authorized representative: _____

Date _____/_____/_____

Signature of notary and

SEAL: _____

14.2 Government-wide Debarment and Suspension

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

- (1) It will comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 CFR part 180,
- (2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
 - a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
 1. Debarred,
 2. Suspended,
 3. Proposed for debarment,
 4. Declared ineligible,
 5. Voluntarily excluded, or
 6. Disqualified,
 - b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
 1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
 2. Violation of any Federal or State antitrust statute, or,
 3. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,
 - c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,
 - d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
 - e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,
 - f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
 1. Equals or exceeds \$25,000,,

- 2. Is for audit services, or,
 - 3. Requires the consent of a Federal official, and
- g. It will require that each covered lower tier contractor and subcontractor:
- 1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
 - 2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
 - a. Debarred from participation in its federally funded Project,
 - b. Suspended from participation in its federally funded Project,
 - c. Proposed for debarment from participation in its federally funded Project,
 - d. Declared ineligible to participate in its federally funded Project,
 - e. Voluntarily excluded from participation in its federally funded Project, or
 - f. Disqualified from participation in its federally funded Project, and
 - 3. It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.
- (3) It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Certification

Contractor: _____

Signature of Authorized Official: _____

Date ____/____/____

Name and Title of Contractor's Authorized Official: _____

14.3 Bus Testing Certification

The undersigned bidder [Contractor/Manufacturer] certifies that the vehicle model or vehicle models offered in this bid submission complies with 49 CFR Part 665.

A copy of the test report (for each bid ITEM) prepared by the Federal Transit Administration's (FTA) Altoona, Pennsylvania Bus Testing Center is attached to this certification and is a true and correct copy of the test report as prepared by the facility.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the U.S. Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

Name of Bidder/Company

Name: _____

Type or print

name: _____

Signature of authorized

representative: _____

Signature of notary and

SEAL: _____

Date of Signature: ____/____/____

14.4 Pre-Award Certification for Procurement of Rolling Stock

PRE-AWARD AUDIT REQUIREMENTS: A recipient purchasing revenue service rolling stock with FTA funds must ensure that a pre-award audit under this part is complete before the recipient enters into a formal contract for the purchase of such rolling stock.

DESCRIPTION OF PRE-AWARD AUDIT: A pre-award audit under this part includes— (a) A Buy America certification; (b) A purchaser's requirements certification; and (c) Where appropriate, a manufacturer's Federal Motor Vehicle Safety certification information.

PRE-AWARD BUY AMERICA CERTIFICATION: For purposes of this part, a pre-award Buy America certification is a certification that the recipient keeps on file that:

- a. There is a letter from FTA which grants a waiver to the rolling stock to be purchased from the Buy America requirements under section 165(b) (1), (b)(2), or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended; or
- b. The recipient is satisfied that the rolling stock to be purchased meets the requirements of section 165(a) or (b)(3) of the Surface Transportation Assistance Act of 1982, as amended, after having reviewed itself or through an audit prepared by someone other than the manufacturer or its agent documentation provided by the manufacturer which lists:
 1. The Component and subcomponent parts of the rolling stock that are produced in the United States is more than sixty percent (60%) of the cost of all components and subcomponents of the vehicle identified by the manufacturer; and
 2. The location of the final assembly must take place in the United States (49 CFR 661.11), including a description of the activities that will take place at the final assembly point and the cost of final assembly.

PRE-AWARD PURCHASERS REQUIREMENTS CERTIFICATION: For purposes of this part, a pre-award purchaser's requirements certification is a certification a recipient keeps on file that:

- a. The rolling stock the recipient is contracting for is the same product described in the purchaser's solicitation specification; and
- b. The proposed manufacturer is a responsible manufacturer with the capability to produce a vehicle that meets the recipient's specification set forth in the recipient's solicitation.

If buses or other rolling stock (including train control, communication, and traction power equipment) are being procured, the appropriate certificate

as set forth below shall be completed and submitted by each bidder in accordance with the requirements in 49 CFR 661.13(b).

PRE-AWARD FMVSS COMPLIANCE CERTIFICATION: As required by Title 49 of the CFR, Part 663 – Subpart D, the recipient certifies that it received, at the pre-award stage, a copy of the manufacturers self-certification information stating that the buses will comply with the relevant Federal Motor Vehicle

Safety Standards issued by the National Highway Traffic Safety Administration in Title 49 of the Code of Federal Regulations, Part 571.

Bidder or Offeror Certificate of COMPLIANCE with Buy America and FMVSS Rolling Stock Requirements

As required by 49 CFR Part 663, the bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.

Company _____

Name _____ Title _____

Signature _____ Date ____/____/____

Bidder or Offeror Certificate of NON-COMPLIANCE with Buy America and FMVSS Rolling Stock Requirements

As required by 49 CFR Part 663, the bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

Company _____

Name _____ Title _____

Signature _____ Date ____/____/____

14.5 Transit Vehicle Manufacturer (TVM) Certification

Pursuant to the provisions of Section 105(f) of the Surface Transportation Assistance Act of 1982, each bidder for this contract must certify that it has complied with the requirements of 49 CFR Part 26.49, regarding the participation of Disadvantaged Business Enterprises (DBE) in FTA assisted procurements of transit vehicles. Absent this certification, properly completed and signed, a bid shall be deemed non-responsive.

Certification:

I hereby certify, for the bidder named below, that it has complied with the provisions of 49 CFR Part 26.49 and that I am duly authorized by said bidder

to make this certification.

BIDDER/COMPANY

Name of Bidder/Company _____

Signature of Representative _____

Type or Print Name _____

Title _____ Date ____/____/____

NOTARY

Type or Print Name _____

Signature of Notary _____

Place Notary SEAL Here:

14.6 DBE Utilization Form

This form is only required if utilizing a DBE firm as part of the project team.

Name of DBE Firm: _____

Address: _____

Contact number: (____) ____ - _____

Contact Person: _____

Check all that apply: _____ MBE _____ WBE _____ SBE

MBE = Minority Business Enterprise; WBE = Women Business Enterprise; SBE = Small Business Enterprise

Ethnic Classification: _____ Black American _____ Asian Pacific American
 _____ Hispanic American _____ Subcontinent Asian American
 _____ Native American _____ Non-Minority

1. Instructions

This form must be completed for each disadvantaged business participating in the project. If additional space is needed, complete an additional form for the firm. The firm must be certified as a Disadvantaged Business Enterprise (DBE) by the Unified Certification Program (UCP) administered by the New Hampshire Department of Transportation (NHDOT) according to the type of work/services described below prior to contract award.

2. Work

Item	Description of Work	Quantity	Unit Price	Total
			Total:	

3. Partial Payment Items

For any of the above items which are partial pay items, specifically describe the work and subcontract dollar amount below.

4. Commitment

The undersigned DBE firm certifies that the information included herein is true and correct, and agrees to perform a commercially useful function in the work of the contract item(s) listed above and to execute a contract with

_____ (prime contractor). The undersigned further understands that no changes to this statement may be made without prior approval from COAST and that complete and accurate information regarding actual work performed on this project and the payment therefore must be provided to COAST.

 DBE Firm Authorized Signature / Title

 Date