



**CHATHAM AREA TRANSIT AUTHORITY
REQUEST FOR PROPOSALS**

PROJECT NO. 2025-02

CAT BUS REPOWER AND REFISNISH SERVICES

October 17, 2024

**PUBLIC NOTICE
CHATHAM AREA TRANSIT AUTHORITY**

Request for Proposals No. 2025-02
CAT BUS REPOWER AND REFISNISH SERVICES

Notice is hereby given that the CHATHAM AREA TRANSIT AUTHORITY (CAT) is seeking responses for the following:

Description: Chatham Area Transit Authority (CAT) is soliciting responses from qualified vendors to repower, refinish and refurbish Chatham Area Transit Gillig Buses.

Proposals: Proposal Packages are available at 900 E. Gwinnett Street, Savannah, Georgia, 31401, online at <https://www.catchacat.org/about-cat/doing-business/procurement/procurement-opportunities/>, or by email at victor.colon@catchacat.org.

Questions: All questions must be submitted in writing by: **Friday, November 22, 2024** to Victor Colon, Procurement Manager, Chatham Area Transit Authority, 900 East Gwinnett Street, Savannah, GA 31401, or by email at victor.colon@catchacat.org

Submittal Deadline: **Friday, December 20, 2024 at 2 p.m. EST**, CAT Central, 900 E. Gwinnett Street, Savannah, Georgia, 31401

Disadvantaged Business Enterprise (DBE) Requirements:

CAT, in accordance with 49 Code of Federal Regulations (CFR) Part 26, has an obligation to ensure nondiscrimination of DBE's in all aspects of competition, award and administration of federally funded contracts. Notice to all proposers is hereby provided, that in accordance with State and Federal laws, CAT will ensure that disadvantaged business enterprises are afforded full opportunity to submit offers and responses to this solicitation, and to participate in any contract consummated pursuant to this advertisement. Compliance with Federal and State laws on Equal Opportunity will also be asserted in consideration for the award of this contract. No proposer will be discriminated against because of age, sex, race, color, religion, national origin, or handicapping conditions.

CAT reserves the right to accept or reject any and all responses submitted. CAT also reserves the right to award a contract based on the submissions alone.

2025-02 Schedule of Events

<u>EVENT</u>	<u>DATE</u>
RFPIssued and Advertised	October 17, 2024
Vendor Inquiry Deadline	November 22, 2024
RFP Submission Deadline	December 20, 2024, 2:00 p.m. EST
Evaluation Committee's Recommendation To Board of Directors	January 28, 2025
Notification of Award to Proposer	January 28, 2025

Chatham Area Transit Authority
RFP 2025-02 CAT BUS REPOWER AND REFISNISH SERVICES

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**CHATHAM AREA TRANSIT AUTHORITY
REQUEST FOR PROPOSALS**

1.1 INTRODUCTION

Chatham Area Transit Authority (CAT) is soliciting proposals from qualified professionals to provide repower, refinish and refurbish Chatham Area Transit Gillig Buses.. CAT anticipates awarding a two (2) year contract to the selected vendor(s).

1.2 RESPONSE SUBMISSION

CAT will receive responses until **2 pm EST, Friday, December 20, 2024**. Any response delivered to CAT after the time specified will not be considered.

One (1) unbound original, three (3) copies, and an electronic copy of the response must be mailed or hand delivered to:

Victor Colon, Procurement Manager
Chatham Area Transit Authority
900 E. Gwinnett St.
Savannah, GA 31401
(912) 651-0453

If there are inconsistencies in the copies provided, the controlling document will be the original response submitted by proposer.

1.3 RESPONSE FORM REQUIREMENTS

All responses must state the full and correct name, address, and capacity of the proposer. If the proposer is an individual doing business under another name, the response shall so state. Partnerships, joint ventures, and corporations shall sign as is appropriate for their type of business. Any erasures, corrections, or other changes appearing on the response forms must be initialed by the persons signing the response.

Except as otherwise provided herein, CAT cannot accept any material marked confidential, trade secret or proprietary. Proposer understands that any material pertaining to this procurement is likely subject to disclosure through the Georgia Open Records Act, O.C.G.A. § 50-18-70.

1.4 INQUIRIES

Should a proposer have questions, please contact in writing:

Victor Colon, Procurement Manager
Chatham Area Transit Authority
900 E. Gwinnett St.
Savannah, GA 31401
(912) 651-0453
victor.colon@catchacat.org

Questions should be submitted to CAT by **Friday, November 22, 2024**. Communication via email will be considered a written inquiry. ANY VERBAL COMMUNICATION WILL NOT BE CONSIDERED BY CAT AS AN INQUIRY. All received inquiries will be responded to in writing after the question submission deadline and will be presented as an addendum to the solicitation and distributed to respondents.

1.5 ETHICS AND LOBBYING STATEMENT

CAT maintains a written code of ethics that governs the conduct of its employees and subcontractors. Any debarment and suspension pertaining to the proposer must be disclosed by attaching a copy of each to the response. Additionally, the successful proposer must complete the appropriate certifications relating to lobbying activities.

1.6 INDEMNIFICATION

(1) Contractor shall indemnify, defend, and hold harmless CAT and its officers, directors, and employees from and against all allegations, claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation attorneys' fees and costs) which arise out of, relate to, or result from any act or omission of Contractor.

(2) Contractor acknowledges that it is prohibited under the Laws of Georgia for a governmental entity to indemnify Contractor for any loss arising out of the provisions of this Contract. Accordingly, CAT does not make any indemnification to Contractor whatsoever under this Contract.

1.7 INTEREST OF MEMBERS OF, OR DELEGATES TO, CONGRESS

In accordance with 18 U.S.C. Subsection 431, no member of, or delegates to, the Congress of the United States shall be permitted to a share or part of this contract or to any benefit arising there from.

1.8 ETHICS

It is CAT's policy that all contractors shall be expected to have complied, and in the future to comply, with all ethics laws of the State of Georgia and to be free of conflicts of interest (as described in the following section) if awarded a CAT contract. Each proposer shall be deemed have acknowledged said policy. Any indication that a proposer has violated or given the appearance of violating an ethics law or is not free of actual or potential conflicts of interest will cause rejection of that bid. Any indication that, once awarded a contract, a contractor has violated or has given the appearance of violating an ethics law or is not free of actual or potential conflicts of interest may, in the sole discretion of CAT, constitutes grounds for termination of the contract.

1.9 CONFLICT OF INTEREST

No Board Member, employee, officer or agent, or employee of such agent of CAT shall participate in the selection, the award of, or the administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- a. A Board Member, employee, officer or agent, or employee of such agent;
- b. Any immediate family member of those listed in (a) above;

- c. A partner; or an organization which employs, or is about to employ any of the above,
has a direct or indirect, present or future financial or other interest in the firm selected for award.

CAT Board Members, officer, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential subcontractors or parties of sub-agreements.

1.10 PRIVACY ACT REQUIREMENTS

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

- a. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understand that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
- b. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

1.11 EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS

Apart from inconsistent requirements imposed by federal statute or regulations, CAT will comply with the requirements of 49 U.S.C. § 5323(h) (2) by refraining from using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

1.12 GEOGRAPHIC RESTRICTIONS

Except as expressly mandated, encouraged, or permitted by FTA or Federal Statute, CAT will refrain from using state or local geographic preferences.

1.13 CONTRACTOR ASSURANCE

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to: (1) Withholding monthly progress payments; (2) Assessing sanctions; (3) Liquidated damages; and/or (4) Disqualifying the contractor from future bidding as non-responsible

1.14 CONFIDENTIALITY

Contractor agrees that any and all information, in oral or written form, whether obtained from CAT, its agents or assigns, or other sources, or generated by Contractor pursuant to this contract shall not be used for any purpose other than fulfilling the requirements of this contract. Contractor further agrees to keep in absolute confidence all data relative to the business of CAT, its agents or assigns. No news release, including but not limited to photographs and film, public announcement, denial or confirmation of any part of the subject matter of any phase of any program hereunder shall be made by Contractor without written approval of CAT.

1.15 GOVERNMENT WIDE DEBARMENT AND SUSPENSION

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractors, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. If this contract is less than \$25,000 this clause does not apply.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or response, the bidder or proposer certifies as follows:

The certification clause contained in Attachment B is a material representation of fact relied upon by Chatham Area Transit Authority. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Chatham Area Transit Authority, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

1.16 SUBCONTRACTS

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the FTA may by appropriate instructions require, 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 all the clauses contained in 29 CFR 5.5.

1.17 CONTRACT TERMINATION: DEBARMENT

A breach of the contract clauses in 29 CFR Section 5.5 may be grounds for termination on contract, and for Debarment as a contractor and a subcontractor as provided in 29 CFR Section 5.12.

1.18 STATE AND LOCAL LAW DISCLAIMER

The use of many of the Clauses herein are not governed by federal law, many of the clauses contained herein contain FTA suggested language in certain instances these clauses may be affected by State Law.

- a. If contractor is to physically perform services on CAT's premises, contractor will be required to affirmatively represent it's use of the federal work authorization program commonly known as E-Verify as required by O.C.G.A. §13-10-91(b)(1).

1.19 SUBMITTAL OF PROTESTS

a. Pre-Award Protests

Protests concerning these instructions, contract requirements, or the RFP procedures must be submitted in writing to the Procurement Manager not less than five (5) days before the scheduled receipt of responses. The protest must:

- 1) The name and address of the protestor.
- 2) The name and number of the procurement solicitation.
- 3) A detailed statement of the grounds for the protest, including all relevant facts and a citation to the Federal or State law, the provision of CAT procurement procedures, or specific term of the solicitation alleged to have been violated.
- 4) Any relevant supporting documentation the protesting party desires CAT to consider in making its decision.
- 5) The desired relief, action, or ruling sought by the protestor.

b. Post-Award Protests

Protests concerning the award of this response must be submitted in writing to the Procurement Manager within no later than 72 hours after the protestor's receipt of CAT's written notice of its decision or intended decision to award a contract. CAT will have ten (10) working days after receipt of the formal protest package to evaluate, and issue a response, except in cases where the original response has been awarded by the Board of Directors. In such cases, the resolution of protest will be handled at the next regularly scheduled Board meeting, following completion of the staff review of the protest. The protest must:

- 1) The name and address of the protestor.
- 2) The name and number of the procurement solicitation.
- 3) A detailed statement of the grounds for the protest, including all relevant facts and a citation to the Federal or State law, the provision of CAT procurement procedures, or specific term of the solicitation alleged to have been violated.
- 4) Any relevant supporting documentation the protesting party desires CAT to consider in making its decision.
- 5) The desired relief, action, or ruling sought by the protestor.

1.20 RESPONSE OFFER

Each response must be in CAT's possession by the deadline for submission noted above. It is the proposer's responsibility to ensure timely receipt by CAT of the response. The submitted response shall irrevocable offer for ninety (90) days from the solicitation due date.

1.21 RESPONSE AWARD

CAT reserves the right to reject any and all responses, and part or parts of a response, waive any - technicalities, and award any or the entire contract in a manner that is in the best interest of CAT. Contracts will be awarded to the highest ranked proposer when it is in the best interest of CAT.

1.22 RESPONSE WITHDRAWAL

Responses may be withdrawn by submitting a written request to CAT before the time fixed for response opening. Withdrawal of an offer will not prejudice the right of the proposer to submit a new response, provided that the latter is timely received as provided above.

1.23 SINGLE RESPONSE SITUATIONS

In the event a single response is received, CAT will conduct a price analysis or a cost analysis of the response. The sole proposer must cooperate with CAT if a price or cost analysis is conducted.

1.24 CERTIFICATIONS & DBE POLICY STATEMENT

CAT reserves the right to accept or reject any and all responses submitted. CAT also reserves the right to award a contract based on the submissions alone. The proposer, by signing the response forms, certifies that the response is offered by a business that is fully licensed to do the work relating to the specifications herein.

CAT, in accordance with 49 Code of Federal Regulations (CFR) Part 26, has an obligation to ensure nondiscrimination of DBEs in all aspects of competition, award and administration of federally funded contracts. Notice to all proposers is hereby provided, that in accordance with State and Federal laws, CAT will ensure that disadvantaged business enterprises are afforded full opportunity to submit offers and responses to this solicitation, and to participate in any contract consummated pursuant to this advertisement. Compliance with Federal and State laws on Equal Opportunity will also be asserted in consideration for the award of this contract. No proposer will be discriminated against because of age, sex, race, color, religion, national origin, or handicapping conditions.

CAT encourages the utilization of minority owned financial institutions; a list is provided below:

- Carver State Bank (Savannah).
- Citizens Trust Bank (Atlanta).
- Metro City Bank (Doraville).
- Quantum National Bank (Suwanee).

1.25 TAXES

CAT is exempt from payment of federal excise and transportation tax and Georgia Sales and Use taxes. These taxes are not to be included in the response price. Tax exemption information, upon request, will be provided to the successful proposer upon award of the contract.

1.26 CONTRACT TERMINATION

CAT may terminate this solicitation and any corresponding contract, in whole or in part, at any time by written notice to the Contractor when it is in CAT's best interest.

1.27 ASSIGNMENTS

The proposer shall not assign this contract, wholly or in part, without the prior written consent of CAT. No assignment shall relieve the contractor of any obligations under the contract.

1.28 ADDENDA

Any changes in these instructions or other requirements will be accomplished by a written addendum sent to all prospective proposers. All such addenda shall become a part of the contract. Failure to acknowledge receipt of all addenda may cause the response to be considered non-responsive, and therefore rejected.

1.29 PROHIBITED INTERESTS

No member, officer, or employee of CAT and/or member of, delegate to, the Congress of the United States shall, during his/her tenure, or for one year thereafter, have either a direct or an indirect interest in this contract or the proceeds thereof.

1.30 AUDIT & INSPECTION

The proposer agrees to allow CAT, the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination:

- 1.31.1 Inspect all work, materials, payrolls, and other data/records associated with the project; and
- 1.31.2 Audit the books, records, and accounts associated with the project.
- 1.31.3 In addition, the contractor must also agree to maintain all required records for a minimum of three (3) years after CAT makes final payments and all other pending matters are closed.

1.31 NOTICE TO PROCEED

The successful proposer shall not commence work under this ~~Choose an item.~~ until a written contract is awarded, proof of insurance has been received, and a Notice to Proceed is issued. If the successful proposer does commence any work or deliver items prior to receiving official notification, the proposer does so at its own risk.

1.32 SCOPE OF SERVICES

The proposer shall provide a solution to the scope of the request described in detail in Attachment A – Scope of Services.

In the case of goods, equipment, or services identified by a “brand name or equal” description, no preference will be given to responses offering to furnish the name brands over those offering accepted equal value and quality, and vice versa. Wherever in the specifications the name of a certain brand, make, manufacturer, or definite specification is utilized, these specifications are used only to denote the quality standard of product, style type, and character of product desired and do not restrict proposers to the specific brand, make, manufacturer or specification named. Equivalent products, which have been designated "approved equals" by CAT or its agents, shall be acceptable. Proposer must submit to CAT a written request for approval of all equivalent products by the inquiry deadline.

1.33 EVALUATION OF RESPONSES

Responses received that are determined to be responsive and responsible will be evaluated by members of a CAT Evaluation Committee in accordance with the criteria set forth below. The criteria are weighted by their relative degree of importance.

Evaluation Criteria:

- **Professional Qualifications and specialized experience in bus repower and refinishing services 30%.**
- **Past Performance, including quality of work and experience with transit agencies: 20%.**
- **Capacity to meet CAT's service requirements: 10%.**
- **Disadvantage business enterprise (DBE) participation: 10%**
- **Price Proposal: 30%**

1.34 FEDERAL REGULATORY REQUIREMENTS

Federal Regulatory Requirements applicable to this request are listed in Attachment G. Proposer must sign the individual clauses that require separate signatures as well as sign the certification at the beginning of Attachment G. Proposer must return these signed federal clauses with its response.

1.35 ADDITIONAL RESPONSE REQUIREMENTS

Any response delivered to CAT that does not contain the following documents and/or information will be considered an unresponsive submission.

- 1.35.1 Most recent three (3) years comprehensive financial statements, audited version if your business structure requires such. These documents may be marked as "Trade Secret – Confidential Financial Data" but must be accompanied by an attached affidavit affirmatively declaring that the specific information in the records constitute trade secrets pursuant to Article 2 of Chapter 1 of Title 10, Official Code of Georgia.
- 1.35.2 Statement regarding the staffing availability of your business to handle the scope of services in this solicitation.
- 1.35.3 Evidence of current Commercial General/Professional Liability insurance providing insurance for bodily injury, property damage, personal injury and advertising injury, with limits of not less than \$1,000,000.
- 1.35.4 Complete, sign, and return the pertinent portions of Attachments B – G.

Attachment A
Scope of Work

BUS REPOWER AND REFINISH SERVICES

1. Background Information

The Chatham Area Transit Authority (CAT) has a requirement for reliably maintaining a minimum operating bus fleet.

This solicitation may result in the award of a single for the mid-life propulsion overhaul “repower” **and “refinish” (body repairs/corrections, paint, and graphics)** of up to nine (9) CAT buses. A rolling stock repower includes the midlife replacement of drive line components including, but not limited to, new engines, remanufactured transmissions, emission systems upgrade to coincide with the replaced engine model year, electrical wiring, and renewal of the engine cooling systems, as specified herein, to restore vehicle reliability and fuel efficiency for the remainder of the vehicle’s useful life. The rolling stock refinish includes, body repairs/corrections, exterior painting, and recreation and installation of CAT graphics.

2. Scope of Services

Buses to be repowered are located at CAT’s facilities in Savannah, Georgia. Descriptions of the buses to be repowered **and refinished** are provided in Attachment 1. No more than two (2) CAT buses shall be off CAT’s premises at any given time.

The scope of repower is itemized in the Technical Specifications below.

For each major component installation indicated under the headings shown in Section 2.1, the Contractor shall develop a cost breakdown schedule for each bus. Should the Contractor and/or CAT determine, subsequent to award, which rebuild **or refinish** of a specific component is not necessary for proper operational safety of the bus, this schedule will be used to determine appropriate credit(s) to be applied against the overall cost of each bus repower **and refinish**.

These work scope deletions may be required for either cost (CAT) or schedule considerations (Contractor) and shall be applied as directed by CAT.

2.1 Projected Schedule

All bus repowers shall be completed by August 2, 2026. CAT’s projected schedule for this work is as follows, based on Contract Award by April 29, 2025. CAT does not require early delivery of all vehicles before August 2, 2026, but does prefer delivery of repowered vehicles as they are completed and accepted.

- April 29, 2025: Tentative Award/Notice to Proceed (NTP)
- July 29, 2025: Buses 1 and 2 Completed

- October 30, 2025: Buses 3 and 4 Completed
- January 31, 2026: Buses 5 and 6 Completed
- May 1, 2026: Buses 7 and 8 Completed
- August 2, 2026: Bus 9 Completed
- August 3, 2026: All buses in revenue service at CAT
- August 31, 2026: Contract complete and closed.

Once started, early completion for any of the buses or group of buses from the above schedule is acceptable, provided that the Contractor provides regularly updated Project schedules that permit CAT to align cash flows with the actual completion of the work.

2.2 Technical Specifications

These Specifications are intended to describe all the work necessary to ensure repowered and refinished bus work is completed in like-new condition, incorporate updated safety, updated emissions systems, and convenience features, restore excellent reliability and fuel efficiency, and driving experience to Original Equipment Manufacturer (OEM) specifications.

Ancillary components and parts not included in these Specifications and necessary for the performance of the work shall be treated as inadvertent omissions. Ancillary components may include, but are not limited to, motor isolation mounts, hoses, fittings, insulation, gaskets, etc. All units or parts not specified shall be assumed to be the OEM standard units or parts.

Due to the nature of the work to be performed during the bus repower and refinish, various components and assemblies will have to be removed in order to perform the required work. Any of the foregoing items removed shall be re-installed in working order after completion of the work performed.

Missing and defective components unrelated to the bus repower installation or refinish that interfere with the completion of the work as specified will be reviewed by CAT on a case-by-case basis. If this unforeseen condition is encountered, the Contractor shall, at CAT's request, provide the Project Manager with a detailed cost proposal, including labor, material, and incidentals, to complete the work.

All components, surfaces, parts, etc. shall be thoroughly cleaned to remove dirt, rust, grease, chemicals, etc. and shall be polished, painted, repaired, or replaced to restore the original look and functionality.

CAT does not anticipate providing buses with non-returnable or damaged component cores. For any such deficiency, CAT will issue a change order for the documented loss of core value at cost, without mark-up. Only cores provided to the Contractor with known damage will be considered for a change order.

In the case of contradictory requirements, the more stringent condition applies.

Use of proposed components different from the original component, are subject to review and approval by CAT.

A. Engine Bay

Each engine bay and bus under frame beneath the engine bay shall be thoroughly cleaned and inspected. Any defects shall be reported to CAT in writing and shall be inclusive of drawings or photographs that have sufficient detail to clearly display the defect. Disposition for repair or identified defects will be at the sole discretion of CAT.

The Contractor shall thoroughly clean and inspect the engine bay, as required, prior to reinstalling the engine. Visible surface rust shall be removed and treated with a rust inhibitor to prevent further spreading. Spot painting shall be permissible. Damaged or missing covers, seals, and insulation material shall be replaced. Damage to the rear settee that precludes a proper seal between the engine bay and passenger compartment shall be repaired.

All wiring harnesses and hoses shall have secondary insulation installed in any area subject to chafing or abrasion during the normal operation of the equipment.

B. Engine

CAT expects to change all engines as part of this Scope of Work. Exceptions may be made as stated below. The engines shall have the same ratings as supplied from the original manufacturer of the bus. The engines shall be replaced with a new engine being of the latest model year and comparable to the original. For this purpose, an engine shall include block, heads, intake and exhaust manifolds, sump pan, turbo, associated mechanical, engine mounted sensors, and electronic systems.

Only engines that have the same ratings as supplied by the original manufacturer of the bus, shall be installed on CAT buses. The new engine and Engine Control Module (ECM) shall include a three (3) year, unlimited-mileage manufacturer's warranty. Engine, as described in the preceding paragraph shall be covered by said warranty. Contractor shall provide a third-party bond or surety for any portion of the specified warranty not directly covered by the OEM.

All isolators, engine mounts, mounting hardware, and interface parts between the engine and transmission (including, but not limited to items such as flex plates, hydro-damper, rubber elements and the like) shall be replaced. Additionally, the air intake housing and piping shall be cleaned, inspected, and replaced if required. All filter elements and clamps shall be replaced with new ones.

A new ECM shall be installed and programmed. Passwords will be provided by CAT's Project Manager. The Contractor shall confirm all settable parameters with CAT's Project Manager prior to the delivery of the first completed unit. All like series engines shall be.

programmed identically. The Contractor shall also replace engine wiring harness and supports with new components. All wiring connectors shall be watertight and treated with a dielectric grease to prevent the ingress of contaminants and contact corrosion.

If the original engine has already been replaced, and does not have excessive service mileage, the requirement of change-out may be eliminated from individual buses. CAT shall notify the Contractor before pick-up of any buses that will not require an engine replacement. CAT also requires that the cost of the engine, its replacement and associated costs with moving reused components and core, if applicable, be subtracted from the total price on the vehicle(s) involved. The per-unit cost of the engine shall not include costs for the air compressor, governor, and starting system as described in subsection G below.

C. Cooling System

The Contractor shall renew the colling system to like new condition, including but not limited to the following work.

- All electric fans shall be replaced with new OEM materials.
- Surge tank pressure relief valve and sight glass shall be repaired or replaced as needed. Surge tanks shall be pressure tested. Defective tanks shall be repaired or replaced. Inlet and outlet hoses and constant torque clamps shall be replaced. The cooling system shall be refilled with a permanent ethylene glycol anti-freeze approved by the engine manufacturer with protection to -40°F. All coolant hoses shall be replaced with OEM silicone hoses and clamps. All coolant lines shall be routed and bracketed in the original OEM configuration. All belts, belt transitioners, and idlers shall be replaced. The rear engine belt guards (if so installed) shall be inspected, repaired, and replaced, if necessary.
- The radiator shall be cleaned, combed, and tested. Those failing testing shall be replaced. All other piping associated with the cooling and charge air system shall be cleaned, inspected, repaired, or replaced, if necessary. All rubber and silicone hoses shall be replaced in kind.
- All charge air cooling (CAC) and intercooler piping and housing shall be replaced with new.

Work shall be performed to the best industry standards and shall be resistant to the intrusion of dirt and water characteristic of CAT's operating and maintenance environment. For alternator requirements, see Section H below.

All resilient mounts and isolators shall be replaced with new ones. All bolts, washers, locknuts, etc. removed during the repair process shall be replaced with new hardware of the same.

grade.

Use of materials and components other than OEM manufactured components shall be approved by the Project Manager in advance of installation. Unapproved component substitutions shall be at the Contractor's own risk.

Should the installed components be different than the originally installed components, the Contractor shall provide two (2) sets of paper and one (1) set of editable electronic operations and maintenance manuals and illustrated parts manuals. Electronic manuals shall be compatible and editable with existing CAT software (e.g., Microsoft Office). Delivery of the manuals shall accompany the first bus returned to CAT. Diagnostic software shall be provided for up to two (2) CAT laptop computers with the delivery of the first completed bus.

Any parts removed, as part of the cooling system upgrade, from CAT equipment not reinstalled or having a core value relative to the work, shall be catalogued on a per bus basis and returned to CAT. The cost of the freight shall be the responsibility of the Contractor.

D. Transmission

CAT intends to change all transmissions as part of this Scope of Work. Exceptions may be made as stated below. The transmissions shall have the same ratings as supplied from OEM, Allison, during the original manufacture of the vehicle and shall be rebuilt using only OEM parts. Transmissions shall be programmed to work with the final OEM drive ratio.

The transmissions shall include a three (3) year, 150,000-mile warranty. The contractor shall provide a third-party bond or surety for any portion of the warranty not directly covered by the OEM. The cost of any third-party warranty bond shall be included in the Contractor's bus line-item itemization as a separate cost.

All ring gears and fasteners shall be inspected and replaced as required.

The transmission oil cooler shall be new. All hoses and clamps between the engine, cooler, and transmission shall be replaced. Structure brackets supporting the transmission shall be inspected and replaced, if necessary, using new OEM grade hardware.

In such cases where the transmission has already been replaced and does not have excessive service mileage, the requirement of change-out may be eliminated from individual buses.

CAT will notify the Contractor before delivery of any buses that do not require the transmission to be replaced. Additionally, the cost of the transmission, costs associated with moving reused components, and core, if applicable, shall be subtracted from the total price of the unit(s) involved.

E. Heating and Air Conditioning

CAT will document the operation of the climate control system on each unit prior to Contractor pick up. Contractor shall be responsible for returning the HVAC system in the same operating condition as received. The air conditioning drive belt shall be replaced.

F. Drive Shaft and Differential

The driveline shall be thoroughly inspected, fitted with new universal joints, and balanced prior to reassembly and installation.

G. Air Compressor and Governor

The air compressor and governor shall be replaced with new or factory remanufactured units.

H. Alternator

The alternator shall be replaced with a new alternator. The alternator selection is subject to review and approval by CAT's Project Manager. The Contractor shall replace the alternator drive belt and the voltage regulator.

I. Starting System

The Contractor shall replace the starting motor with a new or factory remanufactured starter. The starter power line from the starter to the engine compartment bulkhead shall be replaced. If necessary, the junction block at the bulkhead shall be replaced.

J. Fuel System

The Contractor shall replace the fuel filters and all fuel lines within the engine compartment. All fuel lines shall be bracketed and mounted to replicate the original OEM configuration,

K. Exhaust and Emission System

The emission system shall be upgraded to meet the Environmental Protection Agency (EPA) requirements in force at the time of Contract Award. The exhaust system components shall be replaced to OEM specified functionality. The Contractor shall replace all flex pipes/sections/clamps and damaged exhaust mounting brackets. Additionally, all rubber

isolation of the exhaust system shall be replaced, and new fasteners shall be used. A comprehensive renewal of the emissions control system shall be performed, including but not limited to, the following:

- Diesel Particulate filter (DPF) shall be replaced with new.
- Pressure sensing tubing shall be replaced with new. All pressure switches and NOx sensors shall be replaced with new ones. Switches or sensors shall be replaced with new ones.
- Selective Catalyst Reduction (SCR) unit and all temperature sensors shall be replaced with new ones.
- All hardened or crystalized DEF accumulations shall be removed from the decomposition reactor and SCR (DEF) dosing nozzle will be replaced with new.
- All other components associated with the emission control systems shall be in new condition.

L. Hydraulic System

The Contractor shall replace reservoir filter elements, reservoir gaskets, and power steering lines in the engine compartment. The power steering fluid line filter shall be cleaned, and if necessary, replaced. The power steering reservoir shall also be cleaned, inspected, and repaired or replaced. The reservoir sight glass shall be cleaned and replaced, as necessary. The sight glass seal shall be replaced. The power steering fluid shall be replaced with fluid matching the original OEM specifications.

M. Wiring

All engine and transmission wiring harnesses shall be replaced with new harnesses. Harness connectors shall be treated with a dielectric grease to prevent the ingress of contaminants and contact corrosion. The wiring harness(es) between the shift selector and the TCU shall also be replaced with a new OEM harness(es). All wiring, regardless of whether it was repaired, replaced, or unsecured during the repower process, shall be routed and bracketed in the original OEM configuration. Secondary wiring insulation shall be installed in areas subject to chafing. All bolted terminations shall be properly assembled to OEM configuration and properly torqued using a calibrated torque wrench. Torque seal compound shall be applied between the binding posts and nuts of all torqued joints. Wiring, from the alternator to the terminals strip, terminals, and binding posts shall be properly sized to meet the increased current associated with the electric fan modification. Replace the fire suppression wire harnesses in the engine compartment.

N. Refinish (Body repairs/Corrections, Paint, and Graphics)

The Contractor shall remove all exterior graphics and clean any residue. The Contractor shall remove the headlamp assemblies, tail lamp assemblies, signal lamps, and reflectors and store them safely for reinstallation. The mirror assemblies, left-hand (LH) and right-hand (RH) front and rear rubber fenders, and bike rack assembly shall also be removed and stored for reinstallation. The interior driver's partition door assembly be removed, prepped for repainting, and reinstalled after painting. The Contractor shall remove the SDS cabinet door, address any corrosion on the bottom edge with a rust inhibitor and prepare it for repainting, and reinstall after the repaint. For the overhead handrails inside the bus, the Contractor shall remove the corroded sections, sandblast to remove corrosion, and reinstall. Note that sandblasted sections will lack the brushed finish, and replacement may be necessary if required.

The Contractor shall proceed with body repairs, prepping, and masking the bus for painting and apply a white base coat, let it flash, and then mask the rear area. The front section shall be painted lime green, allowing it to flash, with mask around the front and lower sections before painting the rear section lime green. The Contractor shall remove the tape, apply a clear coat to the entire bus, and then reinstall all removed components, including the headlamp assemblies, tail lamp assemblies, signal lamps, reflectors, mirrors (adjusting them for proper view), rubber fenders, and bike rack (testing its operation).

The Contractor shall create and install graphics to match the current CAT decals and detail both the interior and exterior of the bus.

O. Transportation

The cost for transporting and insuring CAT equipment to and from the Contractor's facility shall be the responsibility of the Contractor.

The Contractor shall not consider drive away transport service in its Price Schedule.

Packaged and catalogued parts may be transported to CAT in repowered vehicles if no damage to the vehicle is incurred.

The basis of the award is for the Contractor to repower the buses in the order indicated in Section 2.1. If the Contractor proposes to conduct repowering tasks in a different bus sequence, it must first be approved by CAT's Project Manager.

2.3 Quality Assurance Program

A. Structure

- In-Plant Control: The Contractor must have and maintain an effective in-plant quality assurance (QA) program. The program must be in writing and have defined objectives and procedures. The QA function shall exercise quality control over all phases of the work from initiation of design through preparation for delivery. The function shall also control the quality of supplied articles.
- Authority and Responsibility: The Contractor's QA management personnel shall have the authority and responsibility for reliability, quality control, inspection planning, establishment of the quality control system, and acceptance/rejection of materials and manufactured and remanufactured equipment. This group must be properly trained in the repowering process specific to buses as well as the inspection and quality standard requirements. QA must report directly to senior management.

B. Functions

At a minimum, the QA program shall:

- Verify inspection operation instructions to ascertain that the bus repowered product meets all prescribed requirements.
- Maintain and use records/data that are essential to the effective operation of its program. These records and data shall be available for review by CAT's Project Manager. Inspection and test records for this procurement shall be available to CAT for a minimum of three (3) years after inspections and tests are completed.
- Detect and promptly ensure correction of any conditions that may result in defective equipment. These conditions may occur in designs, purchases, manufacture, repair, recondition, remanufacture, tests, or operations that culminate in defective supplies, services, facilities, technical data, or standards.

C. Standards and Facilities

The following standards and facilities shall be basic to the QA process.

- Configuration Control: The Contractor shall maintain drawings and other documentation that completely describe a qualified system that meets all the requirements of this Contract. The QA program shall verify that the system and its components are produced in accordance with these control drawings and documentation. Information pertinent to this section shall be available to CAT upon request.
- Measuring and Testing Facilities: The Contractor shall provide and maintain the necessary gauges and other measuring and testing devices for use by the QA program to verify that the components conform to all specification requirements. These devices shall be calibrated at established periods against certified measurement standards that have known valid relationships to national standards.
- Production Tooling as Media of Inspection: When production jigs, fixtures, tooling masters, templates, patterns, and other devices are used as media of inspection, they shall be proved for accuracy at formally established intervals and adjusted as necessary.
- Equipment Use by CAT: The Contractor's gauges and other measuring and testing devices shall be made available for use by CAT personnel during in-plant inspections to verify that the components conform to all specification requirements. If necessary, the Contractor's personnel shall be made available to operate the devices and to verify their condition and accuracy.

D. Control of Purchases

- Supplier Control: The Contractor shall require that each supplier maintain a quality control (QC) program for the services and supplies that it provides. The Contractor's QC program shall inspect, and test materials provided by suppliers for conformance to specification requirements. Materials that have been inspected, tested, and approved shall be identified as acceptable to the point of use in the bus repower process. Control shall be established to prevent inadvertent use of nonconforming materials.
- Purchasing Data: The Contractor shall ensure that all applicable specification requirements are properly included or referenced in purchase orders of articles to be used on the equipment.

E. Process Controls

The Contractor shall ensure that all basic repower and refinish operations, as well as all other processing and fabricating are performed under controlled conditions. Establishment of

these controlled conditions shall be based on documented work instructions, adequate equipment, and special working environments, if necessary.

- Completed Item: A system for final inspection and testing of completed components shall be provided by the QA program. It shall measure the overall quality of each completed component.
- Non-Conforming Materials: The QA program shall monitor the Contractor's system for controlling non-conforming materials. The system shall include procedures for identification, segregation, and disposition.
- Statistical Techniques: Statistical analysis, tests, and other QC procedures may be used when appropriate and generally accepted in the QA process.
- Quality Assurance Inspection Status: A system shall be maintained by the QA program for identifying the inspection status of completed components. Identification may include cards, tags, or other normal QC devices.

F. Quality Assurance Inspection System

The QA program shall establish, maintain, and periodically audit a fully documented inspection system. The system shall prescribe inspection and test of materials, work in progress, and completed articles. As a minimum, it shall include the following:

- First Article Inspection (FAI): An FAI shall be held at the Contractor's plant to clarify any issues associated with the physical components and installation procedures for the bus repower work. This meeting shall be held following completion of the repower and refinish work on the first bus but before release for shipment. Lodging and transportation expenses for up to two (2) CAT personnel shall be provided at Contractor's expense. The contractor shall provide the Project Manager with a minimum ten (10) day advance notice of the FAI schedule.
- In-Process Inspection: Visual and road test inspections are to be conducted for documentation purposes and evaluation on the repower site. Continuous inspections shall be conducted in accordance with predetermined repower sequences. These inspections verify the condition of the existing structure and functional components, and the quality of the work being performed.
- Repairs: Rework, rebuild, or replacement shall be conducted in accordance with Contractor's Maintenance Manuals specifications and procedures, or in non-standard cases, by the Contractor's engineering directive or Service Bulletins.
- Inspection Stations: Inspection stations shall be at the best locations to provide for work content and characteristics to be inspected. Stations shall provide the facilities and equipment to inspect structural, electrical, and other components and

assemblies for specification compliance. Stations shall also be at the best locations to inspect or test characteristics before they are concealed by subsequent fabrication or assembly operations. These locations shall minimally include:

- Incoming inspection
- Underbody structure and engine bay completion
- Engine and transmission installation completion
- Underbody and engine bay dress-up and completion
- Final inspection prior to road test
- Bus final road test completion

The above inspections represent hold points for production for each bus, and the Contractor shall contact CAT's Project Manager at least five (5) days in advance to determine whether CAT will require attendance of its personnel at the specific inspection activity. Written incoming inspection reports for each bus shall be submitted to CAT's Project Manager within five (5) days of the vehicle's pick-up. All other inspection and production reports shall be delivered with each respective bus.

- Inspection Personnel: Sufficient trained inspectors shall be used by the Contractor to ensure that all materials, components, and assemblies are inspected for conformance with the qualified bus design.
- Inspection Records: Rework or rejection identification shall be attached to inspected articles. Articles rejected as unsuitable, or scrap shall be plainly marked and controlled to prevent inadvertent installation on CAT buses. Articles that become obsolete as a result of engineering changes or other actions shall be controlled to prevent unauthorized assembly or installation. Unusable articles shall be isolated and then scrapped. Inspection records shall include, at a minimum, the following items to be delivered with each bus:
 - A comprehensive, serialized list of all components installed.
 - A comprehensive list of all existing components replaced.
 - Completed test and certification forms in conformance with Section 2.4.
 - Completed inspection forms in conformance with Section 2.4.
 - Completed quality forms in conformance with this Section.
 - For components with operating programs and/or software, inclusion of applicable revision or version numbers.
- Existing CAT Parts: All existing bus parts (excluding those having a returned core value) that are replaced shall be returned by the Contractor to CAT. These parts

shall be sorted and identified by its originating CAT bus.

- Quality Assurance Audits: The QA program shall establish and maintain a QC audit program. Records of this program shall be subject to review by CAT or its assigned designee.
- Inspection Audits of Major Component Rebuilds: Rebuild of major components are to be provided by original OEM supplier or authorized designee. Test data, certificates, and warranties are required, and become a part of the final vehicle repower record. The OEM suppliers' warranty only, will apply to its rebuild work. CAT or its designated representative shall have access to and review authority of all such documentation.

Inspection audits may be performed by CAT or its assigned designee, and Contractor's management or designees routinely during the overhaul process of subcontracted work.

2.4 Inspections, Testing, and Acceptance

A. In-Plant Representation

CAT or its representative(s) will represent CAT at the Contractor's plant. Upon request to the QA Supervisor, CAT shall have access to the Contractor's QA files related to this Contract. These files shall include drawings, material standards, parts' lists, inspection processing and reports, and records of defects. Contractor shall provide secure workspace for on-site CAT representatives.

A Project kickoff meeting shall be held prior to commencement of the work to review the Contractor's readiness, proposed schedule, and work scope. Should the Project Manager determine a kick-off meeting is necessary at the Contractor's plant, lodging and transportation expenses for up to two (2) CAT personnel shall be provided at Contractor's expense.

CAT shall meet with the Contractor's QA Manager and review the inspection procedures and checklists. CAT may monitor bus repower activities prior to the start of work on CAT buses.

The presence of on-site inspectors in the plant shall not relieve the Contractor of its responsibility to meet all the requirements of this Contract.

B. CAT Project Management

A CAT Project Manager shall be assigned to this Project and represent a single point of contact for the Contractor. CAT's Project Manager may delegate responsibility to other personnel or CAT representative(s), but all correspondence shall be sent or copied to the Project Manager.

C. Communication Protocol

The Contractor shall immediately inform CAT, as needed, to apprise the staff of potential production delays and when specification compliance or other issues arise that requires CAT's intervention.

The Contractor shall identify staff, preferably one (1) contact person, to communicate directly with CAT's Project Manager to clarify and help resolve issues. Photographs and videos shall be taken by the Contractor and forwarded to CAT's Project Manager as needed.

Pursuant to Section 2.1, regarding whether a part or component requires repair or replacement, it shall be up to the Contractor to make that determination. CAT will endeavor to respond with a decision within one (1) working day to approve or disagree with the Contractor's determination, assuming all information needed to decide, such as OEM specifications, drawings, photographs, etc., are provided to CAT in a timely manner.

If CAT concurs, action as determined by the Contractor is approved. If CAT disagrees with the Contractor's determination, both sides shall work to resolve their differences. In cases where CAT and the Contractor cannot agree on a mutually acceptable course of action, CAT shall determine and direct a final course of action.

D. Files and Records

The Contractor shall maintain all records, files, correspondence, memorandum, and documentation related to the bus repower project, including individual bus files. These files shall include, at a minimum: Contractor's final inspection sheets; list of items replaced, repaired, or remanufactured; test result certificates, inspection records covered in Section 2.2; and a signed authorization to ship.

Discrepancies noted by the Contractor or CAT during the bus repower process, if any, shall be included in these files by the inspection personnel on a record that accompanies the vehicle, major component, subassembly, or assembly from the start of the repower process through final inspection. The Contractor shall retain copies of all files and send them to CAT at the completion of each bus repower.

E. Weekly Status Reports

The Contractor shall submit a written weekly progress status report to CAT via email by every Monday morning until all buses have been released. The weekly status report shall include at a minimum, but not be limited to, the following items:

- Buses in process of repower and/ or refinish.
- Summary status of each bus being repowered and/or refinished.

- List of Open Issues that exist for each or all buses, defined as defects, quality issues or specification non-conformance items unacceptable in current form.
- List of Closed Issues, defined as previously Open Issues that were resolved, including a description of how the issues were resolved.
- List of buses accepted and released for delivery to CAT, including those with conditions or acceptable exceptions.
- A narrative summary of other project activities. This should include, but is not limited to, technical and programmatic accomplishments, plant shutdowns for holidays and other reasons, identification of general problem area(s) and deficiencies identified during the week affecting all buses, and the Contractor's solutions, performance forecast, recommendations, and other salient information that would provide CAT the necessary information with which to assess the project's progress.

F. Testing

The Contractor shall conduct fully documented tests on each vehicle during and following the repower to determine its acceptance to overall quality and specification compliance. These acceptance tests shall include pre-delivery inspections and testing. The testing shall include at a minimum:

- Shift points documentation.
- HVAC Compressor testing.
- Emission system component tests, including before and after air flow and component weight.
- Road tested for a minimum of thirty (30) miles over a variety of surfaces, under various conditions, and with sustained speeds of sixty-five (65) mph, to simulate CAT service operations.

The road tests required for acceptance of the repowered buses will require a Department of Transportation (DOT) pre-trip inspection. To the greatest extent possible, CAT will provide buses in fully operational condition. However, there may be bus repower candidates that have component failures that render them non-operational. As such, any defect impeding CDL DOT pre-trip requirements shall be considered an inadvertent omission to the Contract.

Buses shall not be accepted until the results of all the above tests are thoroughly documented and meet the minimum OEM performance requirements and are satisfactory to CAT. The documents shall be in a clear format and shall be easy to draw appropriate conclusions. No buses shall be shipped until this information has been submitted to CAT.

These tests shall be conducted in addition to, or in conjunction with, the inspection stop points noted in the previous section.

Additional tests may be conducted at the discretion of the Contractor's management to ensure that the completed vehicles have attained the desired quality and have met requirements of the Contractor's and CAT's technical specifications. This additional testing shall be recorded on the appropriate pre-approved test forms, and, at CAT's discretion, may be done under the observation of CAT personnel or designee.

The results of the pre-delivered tests, and any other tests, shall be filed with the work and material records for each vehicle. Authorization forms for the release of each vehicle for delivery shall be provided by the Contractor. An executed copy of the authorization shall accompany the delivery of each vehicle along with other files. The above inspection is in addition to any and all tests and inspections required by CAT.

The Contractor shall also conduct tests to verify compliance with all applicable current Federal, State, and Local requirements. The Contractor shall certify in writing that each vehicle conforms to all applicable requirements. A statement to that effect shall be filed with the applicable work and material records for each vehicle. No bus will be accepted without these signed certifications.

G. Final Acceptance by CAT

After the Contractor has performed all testing and inspections, CAT shall conduct a final inspection when the bus is presented by the Contractor. Discrepancies noted during the bus repower process shall be resolved by the Contractor and approved by CAT.

When all noted defects, specification deviations, and other issues have been reported by the Contractor as having been corrected, CAT will review and approve all these items before accepting the bus and releasing it for transport to CAT.

In cases where the Contractor refuses to take actions to correct discrepancies or deficiencies or take necessary steps to bring conditions or articles in conformity with the requirements of the Contract specifications, CAT will collaborate with the Contractor to settle the dispute(s). If discrepancies cannot be corrected to CAT's satisfaction or CAT does not authorize conditional release, the vehicle shall not be accepted under full payment.

For those defects that will cause lengthy delays, or are the type best corrected by the Contractor at or near CAT's facilities, CAT shall decide as to how they should be handled and whether to authorize releasing the bus with conditions. CAT, or its designee, will inform the Contractor when each bus is authorized for release with conditions. If buses are accepted with certain conditions, the Contractor shall note this on the appropriate file and note the conditional release on the next weekly report.

H. Final Acceptance at CAT

The final acceptance inspection conducted at CAT will be performed by CAT's Project Manager or designee. Acceptance constitutes the beginning of the warranty period and the completion for each bus repower. The final inspection and defect reports shall be provided to CAT in advance of the shipment of the completed bus. All items defined in these reports are to be corrected on all units prior to shipment of any remaining buses being repowered.

2.5 Warranty Requirements

The Contractor shall assume all warranty responsibility for workmanship, parts, and equipment involved in the repower process whether performed by the Contractor or purchased from an outside source. Under no conditions shall the Contractor delegate warranty responsibility to suppliers and/or other outside sources, except for engine and transmission warranties which may be administered directly by the OEM. Warranty work performed under bond conditions shall remain the responsibility of the Contractor.

CAT will consider dealing directly with engine and transmission suppliers or their authorized representatives only if they are geographically located in the Hampton Roads region.

The Contractor shall provide claims administration for engines and transmissions for a period of one (1) year following acceptance by CAT.

Warranties in this document are in addition to any statutory remedies available to CAT or warranties imposed on the Contractor. Consistent with this requirement, the Contractor warrants and guarantees to CAT each complete repowered bus, and specific subsystems and components as follows:

A. Warranty Period

All Work performed by the Contractor or under the Contractor's control on repowered buses shall be warranted and guaranteed to be free from defects and related defects for one (1) year beginning on the date the bus is accepted by CAT and first used in revenue service, except as otherwise specified.

All Work performed by the Contractor or under the Contractor's control on refinished buses shall be warranted and guaranteed to be free from defects and related defects for one (1) year beginning on the date the bus is accepted by CAT and first used in revenue service, except as otherwise specified.

During this warranty period, the repowered bus shall maintain the functional integrity of the Work performed. In cases where the Contractor determines that a part or component identified in this specification as requiring repair or replacement on an "as needed" basis does not require repair or replacement, that part or component shall still be covered by the

warranty. The warranty is based on regular operation of the repowered bus under the operating conditions prevailing in CAT's locale.

During the warranty period, the refinished bus shall maintain the functional integrity of the work performed. If the Contractor determines that a component specified for repair or replacement on an "as needed" basis does not require such action, that component shall still be covered by the warranty. The warranty is contingent on the regular operation of the refinished bus under the typical operating conditions in CAT's locale.

B. Subsystems and Components

If longer warranties are offered as standard for subsystems and components, these warranties shall be passed on to CAT. The Contractor shall provide full warranty information including the contact, expiration date, and other pertinent information, and arrange transfer of warranty administration to CAT or its agent.

C. Warranty Continuation and Extension

During the warranty period, if any component, unit, or subsystem is repaired, rebuilt, or replaced, the component, unit, or subsystem shall retain the unexpired warranty period of the original component, unit, or subsystem.

If, during the warranty period, repairs, rebuilding, or replacement of a component, unit, or subsystem are not completed due to lack of material or inability to provide the proper repair for thirty (30) or more calendar days, the applicable warranty period shall be extended by the number of days equal to the delay period.

D. Voiding of Warranty

The warranty shall not apply to any part or component of the bus that has been subject to misuse, negligence, accident, or that has been repaired or altered in any way as to adversely affect its performance or reliability, except insofar as such repairs were in accordance with the original OEM maintenance manuals or supplement manuals that the Contractor supplies and the workmanship was in accordance with recognized standards of the industry.

The warranty shall also be void if CAT fails to conduct inspections and scheduled preventive maintenance procedures as recommended in the original OEM's maintenance manuals.

E. Items Exempted from Warranty

The warranty shall not apply to scheduled maintenance items (e.g., tires, wiper blades), or to items furnished by CAT such as radios, fareboxes, and other auxiliary equipment, except insofar as such equipment may be damaged by the failure of a part or component for which the Contractor is responsible.

The warranty shall not apply to:

- Failures due to lack of performance of maintenance in accordance with preventative maintenance schedules or lack of normal maintenance service as specified in the applicable manufacturer's maintenance instructions or manuals.
- Any part of a vehicle that has been subject to misuse, negligence, alteration(s), accident, participation in sporting event(s), over-speeding, or overloading beyond the applicable weight rating to affect adversely its performance and reliability.
- Defect(s) as a result of improper conversion or installation of equipment and part(s) by other manufacturer(s) or supplier(s) after acceptance of the repowered vehicle by CAT.
- Normal maintenance services (such as engine tune-up, fuel and cooling system, cleaning, brake and clutch adjustments, and wheel alignment and balancing) and any replacement parts specified in the maintenance manual or instructions (other than those replaced as part of the repower), such as hoses, belts, seals and filter elements, and lubricants made in connection with normal maintenance services or lubricants, anti-freeze, and all maintenance items used in the repairs or replacements of defective parts.
- The normal wear and tear of parts such as tires, clutches, brake linings, brake rotors, wiper blades, and clutch material.
- Glass breakage unless caused by body and structural modifications made by the Contractor.
- Parts that are modified, rebuilt, or replaced without properly following the Detection of Defects procedures.
- Damage to another part or parts of the vehicle or greater damage to the defective part, resulting from a non-remedied defect or continued driving.
- Damage as a result of the use of unreleased or unapproved lubricants and/or cooling mixture (anti-freeze and anti-corrosion additives) or the release of lubricants.
- A repeated repair job because of wrong diagnosis or poor workmanship.
- Indirect costs and expenses such as unreasonable towing, overtime premium, call-out and hire-in, mileage, downtime expenses, replacement vehicles, diagnosis, test rides, cleaning material, travel expenses, bills for hotels, meals, fax and phone, delivery of the effective part or vehicle to the repair facility, loss of time, inconvenience, loss of use of the vehicle, or lost profits or revenues.
- Any vehicle that has had the odometer mileage changed or tampered with.
- Damage from the environment, such as airborne fallout (chemicals, tree sap, etc.)

salt, hail, windstorm, or lightening.

- Normal deterioration of soft trim and appearance items due to wear and exposure.
- Paint deterioration or damage due to the use of aggressive cleaning detergents, chemicals, and agents derived from petroleum products not released for motor vehicles.
- Any vehicle registered and normally operated outside the United States of America, Canada, or Guam.

F. Detection of Defects

If CAT or its agent detects a defect within the warranty period, it will promptly notify the Contractor's representative, as follows:

- i. Discuss the warranty event in a manner to supply enough detail to complete the warranty claim including cause, troubleshooting method, and correction. CAT or its agent will provide the Contractor with the following information:
 - Last five digits of the VIN number;
 - Repower acceptance date;
 - Refinished acceptance date;
 - Current mileage;
 - Parts numbers for the required components, if known;
 - The nature of the problem;
 - Symptoms exhibited that led to the diagnosis of the problem;
 - Cause of the problem; and
 - Action that will be taken to correct the problem.
- ii. Within two (2) working days after receipt of notification, the Contractor's representative shall either agree or disagree that the defect is covered by warranty. The Contractor's representative may inspect the subsystem or component at CAT or nearby repair facility if that is where the vehicle is located. Regardless of whether the Contractor's representative agrees the defect is covered by warranty, CAT and the Contractor's representative shall agree within five (5) working days after notification on the most appropriate course for the repairs and the exact scope of the repairs to be performed. CAT reserves the right to commence repairs as soon as necessary, following agreement as to course and scope, regardless of whether warranty coverage has been confirmed. If no agreement is obtained within the five (5) working day period, CAT reserves the right to commence the repairs as it best sees fit.

G. Scope of Warranty Repairs

When warranty repairs are required, CAT and the Contractor's representative shall agree within five (5) working days after notification on the most appropriate course for the repairs and the exact scope of the repairs to be performed under the warranty. If no agreement is obtained within the five (5) working day period, such claims are considered valid, not subject to review, and CAT will reserve the right to commence the repairs as it best sees fit.

H. Repair Performance

CAT may require the Contractor or its designated representative to perform warranty-covered repairs. At CAT's sole discretion, the Work may be performed by CAT bus maintenance, with reimbursement by the Contractor.

I. Repairs by Contractor

If CAT requires the Contractor to perform warranty-covered repairs, the Contractor's representative must begin work necessary to effect repairs, within five (5) working days after receiving notification of a defect from CAT. CAT will make the repowered bus available to enable the Contractor to complete repairs.

The Contractor shall provide, at its own expense, all spare parts, tools, and space required to complete repairs. At CAT's discretion, the Contractor may be required to remove the repowered bus from CAT property while repairs are being completed. Regardless of where repairs are performed, Work must be diligently pursued in a timely manner by the Contractor or its representatives.

J. Repairs by CAT, CAT Supplied Parts

If CAT performs the warranty-covered repairs, the defect and any related defects will be repaired using Contractor-specified spare parts available from its own stock or those supplied by the Contractor specifically for this repair.

K. Contractor Supplied Parts

CAT may request that the Contractor supply new parts for warranty-covered repairs being performed by CAT. These parts shall be received, prepaid to CAT, from any source selected by the Contractor within seven (7) working days of receipt of the request for said parts. If the bus needs emergency warranty parts to make it drivable, CAT may request that the Contractor expedite the part(s) with special delivery to the repair facility.

L. Defective Components Return

The Contractor may request that parts covered by the warranty be returned. The total cost for this action shall be paid by the Contractor. Materials shall be returned in accordance with Contractor's instructions.

M. Reimbursement for Labor

CAT shall be reimbursed by the Contractor for labor. The amount shall be determined by multiplying the number of man-hours actually required to correct the defect by the prevailing Contractor rate, whichever is greater, plus the cost of towing the bus, if such action was necessary, and if the bus was in the normal service area. This rate shall increase using the same index as that used for contract price escalation. In addition to any labor claimed, an administrative fee of fifty-five dollars (\$55), flat rate, will be assessed by CAT on each warranty claim submitted to Contractor.

N. Reimbursement for Parts

CAT shall be reimbursed by the Contractor for defective parts and for parts that must be replaced to correct the defect. The reimbursement shall be at the invoice cost of the part(s) at the time of repair and shall include taxes where applicable and twenty percent (20%) handling costs.

If the Contract is terminated prior to work completion, the Contractor shall be responsible for disposition of any parts not installed in the repowered bus. CAT will not be responsible for restocking fees and shipping expenses associated with these components.

O. Repairs by Third Party Workshops

If CAT elects to, or must have, repairs made by a third-party repair facility, CAT will endeavor to perform as follows:

- Seek authorization from the Contractor to utilize a Third-Party Workshop to perform repairs.
- Seek permission from the Contractor for repairs under warranty prior to authorizing such repair.
- Limit third party labor to no more than 150% of CAT's labor rate.
- Provide a copy of the third-party workshop invoice including workshop contact information, invoice number, and invoice date.
- Supply the following details:
 - Last five digits of the VIN number;
 - Repower acceptance date;

- Refinished acceptance date;
- Current mileage;
- Failure date;
- Description of complaint, diagnosis, cause of the problem, and corrective action taken;
- Part references and description of old parts removed, and new parts installed;
- Parts available for further investigation;
- Labor hours; and
- Digital photos, if relevant to claim support.

P. Filing Warranty Claims

Following acceptance, CAT will file all claims. Monthly, or at an alternative period to be mutually agreed upon, reports of all repairs covered by this warranty shall be submitted by CAT to the Contractor for reimbursement. The Contractor shall provide forms for these reports. Response to submitted claims shall be issued by the Contractor within ten (10) business days and the Contractor shall pay all claims via check within thirty (30) calendar days.

Q. CAT's Responsibilities

CAT will be responsible for:

- Performing maintenance on the vehicle as described in the applicable maintenance manual, engine maintenance manual, or transmission maintenance manual.
- Providing service items, such as fluids, filters, lubricants, bulbs, fuses, wiper blades, brake linings, brake chamber diaphragms, clutch linings, and normal wear and tear items. Items such as belts, seals, and hoses are excluded if replaced during the repower.
- Performing service adjustments, such as tightening of nuts, bolts, and fittings as

routine maintenance.

- Providing for extra costs incurred, such as downtime, lost revenue or profits, lodging, meals, travel time, unreasonable towing, auto and coach rentals, or other economic losses.
- Paying for small adjustments, repairs of less than one-half (½) hour without parts, tires, broken glass, temporary repairs, repeat failures due to improper installation, careless or negligent workmanship, misdiagnosis time, and damage to other parts, or greater damage to the defective part, as a direct result of postponement of repairs, continued driving, use of unapproved lubricants or fluids, and improper repair and diagnosis.
- Keeping preventative maintenance records and repair records which may be required to substantiate a warranty claim.
- Filing third-party workshop claims with the Contractor no later than thirty (30) days from the date on the third-party invoice.
- Returning failed parts to the Contractor within thirty (30) days from the date of the claim and being responsible for the cost of replacement parts that are not returned within thirty (30) days.
- Using good judgment in the handling of warranty matters.

3. Weekly Reports

The Inspection section above covers reports that shall be submitted by the Contractor, CAT personnel, or both.

4. Measurement and Payment

Payment will be on approved invoice submittals in accordance with the Price Schedule.

CAT will be the sole judge of the quality, completeness, and acceptance of the Contractor's work for payment.

**Attachment B
DBE, Non-Debarment, and EPA Certification**

The firm submitting this response _____ IS or _____ IS NOT a Disadvantaged Business Enterprise.

The firm submitting this response _____ DOES or _____ DOES NOT use Disadvantaged Business Enterprise subcontractors.

For any DBE subcontractor use, please provide a summary of the percentage of use that you are committing to the DBE subcontractor in your price proposal.

All offerors must certify that they are not on the Comptroller General's list or any DOT List of Ineligible Proposers, List of Persons or Firms Currently Debarred for Violations of Various Contracts Incorporating Labor Standards Provisions, or that the facilities to be utilized in the performance of this project have not been listed on the Environmental Protection Agency's List of Violating Facilities. By signing the Certification Form, this certification is completed.

The signature below attests that the offeror's response is made with full understanding and acceptance of the provisions contained in this response.

Signature

Witness Signature

Print or Type:

Name & Title of Signing Officer

Company

Mailing Address

Date

City, State, Zip

Telephone

E-Mail Address

**Attachment C
References**

CAT may contact references in an effort to obtain more information about the proposer. The references listed should be companies and individuals with whom the proposer has supplied equipment and/or performed services similar to those specified herein.

1. Company Name: _____

 Contact Name: _____

 Phone Number: _____

 Description of Work: _____

2. Company Name: _____

 Contact Name: _____

 Phone Number: _____

 Description of Work: _____

3. Company Name: _____

 Contact Name: _____

 Phone Number: _____

 Description of Work: _____

Attachment D
Addendum Acknowledgment

The undersigned acknowledges receipt of the following addenda to the response documents.

NO ADDENDA WERE RECEIVED _____

(Give number and date of each):

Addendum No. 1 Dated _____

Addendum No. 2 Dated _____

Addendum No. 3 Dated _____

Addendum No. 4 Dated _____

Addendum No. 5 Dated _____

Failure to acknowledge receipt of all addenda may cause the response to be considered non-responsive.

Signature

Title

Attachment E
OFFEROR’S CHECKLIST
 (To verify that all necessary documents are included)

This form **must be completed** and returned with the response. Failure to return the completed form may be cause for considering your response non-responsive.

Responses must be clearly marked with the response number and title, date and time of response opening, and company name. Below is a list of all materials and responses required for this response.

	<u>Proposer</u> <u>Check off</u>	<u>CAT</u> <u>Check off</u>
Proposer Contact Information	_____	_____
Financial Statement/Tax Return	_____	_____
Evidence of Gen. Liability Insurance	_____	_____
Attachment B – DBE Certification Form	_____	_____
Attachment C – Proposer’s References	_____	_____
Attachment D – Addendum Acknowledgment	_____	_____
Attachment E – Offeror’s Checklist	_____	_____
Attachment F – Proposer Information Form	_____	_____
Attachment G – Federal Clause Certification	_____	_____
Buy America Certification	_____	_____
Lobbying Certification	_____	_____

Signature

Title

Attachment F
PROPOSER INFORMATION FORM

All offerors are required to submit this information as a condition of submitting an offer to CAT. Offerors must insure that ALL sub-contractors at all tiers, which are proposed to be used under any agreement issued by CAT, have also submitted an executed copy of this form. CAT is required to maintain this information by the Federal Transit Administration and it is not subject to waiver.

Firm Name _____

Firm Address _____

Telephone Number _____

Fax Number _____

DUNS Number _____

E-Mail Address _____

Firm's status as Disadvantaged Business Enterprise
(DBE) or Non- DBE _____

Ethnicity of DBE Principle: _____

Gender of DBE Principle: _____

Year Firm Founded _____

Annual gross receipts of the firm:

___ < \$500K; ___ \$500K - \$1 million; ___ \$1-2 million; ___ \$2-5 million; ___ > \$5 million

Prime or Sub-Contractor _____

NAICS code(s) _____

I certify to the best of my knowledge that the above information is true and correct:

Signature: _____

Name & Title: _____

Date: _____

CAT Project No.: _____

**FAILURE TO PROVIDE A COMPLETED COPY OF THIS FORM AS STIPULATED
HEREIN MAY PRECLUDE YOUR OFFER FROM CONSIDERATION FOR AWARD.**

**Attachment G
Federal Regulatory Requirements**

**CONTRACTOR MUST REVIEW THESE REQUIREMENTS, SIGN THE
CERTIFICATION & APPLICABLE FEDERAL REGULATIONS, AND SUBMIT THIS
SECTION AS PART OF THE RESPONSE.**

FEDERAL CLAUSE CERTIFICATION

I have read and understand the federal clauses that are applicable to this solicitation and I am duly authorized to execute this Certification on behalf of the entity submitting this response.

Proposer Name

By Its: _____
Title

Sign Name

Printed Name

Date

State of _____
County of _____

Signed and sworn to before me on _____, 20____
by _____ the _____ of Contractor and
duly authorized to execute this instrument on Contractor's behalf.

Notary Public

My Commission Expires

ACCESS TO RECORDS AND REPORTS

1. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records. (a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

2. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

3. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information, including such records and information the contractor or its subcontractors may regard as confidential or proprietary, related to performance of this contract in accordance with 2 CFR § 200.337.

4. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

AMERICANS WITH DISABILITIES ACT(ADA)

The contractor 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 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.

BUS TESTING

The Contractor [Manufacturer] agrees to comply with the Bus Testing requirements under 49 U.S.C. 5318(e) and FTA's implementing regulation at 49 C.F.R. part 665 to ensure that the requisite testing is performed for all new bus models or any bus model with a major change in configuration or components, and that the bus model has achieved a passing score. Upon completion of the testing, the contractor shall obtain a copy of the bus testing reports from the operator of the testing facility and make that report(s) publicly available prior to final acceptance of the first vehicle by the recipient.

BUY AMERICA REQUIREMENTS

The 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.

Build America, Buy America Act. Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget's "Buy America Preferences for Infrastructure Projects," 2 CFR Part 184. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b). In accordance with 2 CFR § 184.2(a), the Recipient shall apply the standards of 49 CFR Part 661 to iron, steel, and manufactured products.

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. Domestic preferences for procurements

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. For more information please see the FTA's Buy America webpage at: <https://www.transit.dot.gov/buyamerica>

CARGO PREFERENCE REQUIREMENTS

The contractor agrees:

a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available. 46 U.S.C. § 55305, and U.S. Maritime Administration regulations, "Cargo Preference – U.S.-Flag Vessels," 46 CFR Part 381.

b. to furnish within 20 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 46 CFR § 381.7(a)(1) shall be furnished to both the recipient (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590; 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.

CHANGES TO FEDERAL REQUIREMENTS

Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and

Applicable changes to those federal requirements will apply to each Third Party Agreement and parties thereto at any tier.

CIVIL RIGHTS LAWS AND REGULATIONS

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

The Contractor and any subcontractor agree to comply with all the requirements prohibiting discrimination on the basis of race, color, or national origin of the Title VI of the Civil Rights Act of 1964, as amended 52 U.S.C 2000d, and U.S. DOT regulation "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of the Title VI of the Civil Rights Act," 49 C.F. R. Part 21 and any implementing requirement FTA may issue.

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.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The 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.”

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."

DEBARMENT AND SUSPENSION

Debarment and Suspension (Executive Orders 12549 and 12689). A covered transaction (see 2 C.F.R. §§ 180.220 and 1200.220) must not be entered into with any party listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (31 U.S.C. § 6101 note, 51 Fed. Reg. 6370,) and 12689 (31 U.S.C. § 6101 note, 54 Fed. Reg. 34131), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Recipient agrees to include, and require each Third Party Participant to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant:

- (1) Complies with federal debarment and suspension requirements; and
- (2) Reviews the SAM at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 CFR Part 1200.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

It is the policy of the Agency and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Agency deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 C.F.R. § 26.29(a).

Finally, for contracts with defined DBE contract goals, the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency's written consent; and that, unless the Agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the 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.

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 foreign-flag 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.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all 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.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Recipient 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 Recipient, 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.

NOTICE TO FTA AND U.S. DOT INSPECTOR GENERAL OF INFORMATION RELATED TO FRAUD, WASTE, ABUSE, OR OTHER LEGAL MATTERS

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 subagreements 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.

PRE-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

The 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.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

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 covered telecommunications equipment or services;
- 2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
- 3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

(b) As described in section 889 of Public Law 115-232, "covered telecommunications equipment or services" means any of the following:

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) 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);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment;
- (4) 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;

(c) For the purposes of this section, "covered telecommunications equipment or services" also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(d) In implementing the prohibition under section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs must 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 telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.

(e) When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.

(f) For additional information, see section 889 of Public Law 115-232 and 200.471.

PROMPT PAYMENT

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work. 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.

RESTRICTIONS ON LOBBYING

Conditions on use of funds.

(a) No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: 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.

(b) Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification, that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.

(c) Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.

(d) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, whether that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.

(e) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form if that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.

Certification and disclosure.

(a) Each person shall file a certification, and a disclosure form, if required, with each submission that initiates agency consideration of such person for:

- (1) Award of a Federal contract, grant, or cooperative agreement exceeding \$100,000; or
- (2) An award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000.

(b) Each person shall file a certification, and a disclosure form, if required, upon receipt by such person of:

- (1) A Federal contract, grant, or cooperative agreement exceeding \$100,000; or
- (2) A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000,

Unless such person previously filed a certification, and a disclosure form, if required, under paragraph (a) of this section.

(c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraphs (a) or (b) of this section. An event that materially affects the accuracy of the information reported includes:

- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
- (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
- (3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(d) Any person who requests or receives from a person referred to in paragraphs (a) or (b) of this section:

- (1) A subcontract exceeding \$100,000 at any tier under a Federal contract;
- (2) A subgrant, contract, or subcontract exceeding \$100,000 at any tier under a Federal grant;
- (3) A contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding \$150,000; or,
- (4) A contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement,

Shall file a certification, and a disclosure form, if required, to the next tier above.

(e) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (a) or (b) of this section. That person shall forward all disclosure forms to the agency.

(f) Any certification or disclosure form filed under paragraph (e) of this section shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31, U.S. Code.

(g) For awards and commitments in process prior to December 23, 1989, but not made before that date, certifications shall be required at award or commitment, covering activities occurring between December 23, 1989, and the date of award or commitment. However, for awards and commitments in process prior to the December 23, 1989 effective date of these provisions, but not made before December 23, 1989, disclosure forms shall not be required at time of award or commitment but shall be filed within 30 days.

(h) No reporting is required for an activity paid for with appropriated funds if that activity is allowable under either subpart B or C.

SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use

The 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 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.

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).

SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

Applies to States –

a. To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:

- (1) The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;
- (2) The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is

authorized; and

(3) The amount of federal assistance FTA has provided for a State Program or Project.

b. Documents - The State agrees to provide the information required under this provision in the following documents:

- (1) applications for federal assistance,
- (2) requests for proposals or solicitations,
- (3) forms,
- (4) notifications,
- (5) press releases,
- (6) other publications.

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 [an appropriately short period of time] 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 Convenience (Professional or Transit Service Contracts)

The Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Agency's interest. If this contract is terminated, the Agency shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

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.

Termination for Default (Transportation Services)

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if 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 default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Agency or its agent. The Contractor and Agency shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

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.

Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, 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. In this event, the Agency may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Agency resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Agency in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if: 1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and 2. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of

Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract. 3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Architect and Engineering)

The Agency may terminate this contract in whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Agency's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency.

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 Agency

Termination for Convenience or Default (Cost-Type Contracts)

The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Agency or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Agency and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of Agency, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a Notice of Termination for Default, the Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

VIOLATION AND BREACH OF CONTRACT

Disputes:

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the 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 agencies 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 agencies authorized representative shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance during Dispute:

Unless otherwise directed by the agencies authorized representative, 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 his employees, agents or others for whose acts he is legally liable, a claim for damages therefore 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 agencies authorized representative and contractor arising out of or relating to this agreement 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:

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.

OTHER RECOMMENDED CONTRACT REQUIREMENTS

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards pursuant to 23 CFR § 940. 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).

FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

(1) The contractor certifies that it:

(a) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(b) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.

(2) Flow-Down. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

SEVERABILITY

The Contractor agrees that if any provision of this agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect.

TRAFFICKING IN PERSONS

The contractor agrees that it and its employees that participate in the Recipient's Award, may not:

(a) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;

(b) Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or

(c) Use forced labor in the performance of the Recipient's Award or subagreements thereunder.

Federal Certifications

CERTIFICATION AND 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. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.,

Name of Bidder/Company Name: _____

Type or print name: _____

Signature of authorized representative: _____ Date _____ / _____ / _____

**GOVERNMENT-WIDE DEBARMENT AND SUSPENSION
(NONPROCUREMENT)**

Recipients, contractors, and subcontractors that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person (found below); or (c) adding a clause or condition to the contract or subcontract.

Instructions for Certification: Signing below indicates the prospective lower tier participant is providing the signed certification.

(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.,

Certification

Contractor: _____

Signature of Authorized Official: _____ Date _____ / _____ / _____

Name and Title of Contractor’s Authorized Official: _____

BUS TESTING CERTIFICATION

The undersigned bidder [Contractor/Manufacturer] certifies that the vehicle model or vehicle models offered in this bid submission complies with 49 U.S.C 5318(e) and FTA's implementing regulation at 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: _____

Date of Signature: _____ / _____ / _____

PRE-AWARD BUY AMERICA CERTIFICATION

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

As required by 49 CFR part 663 – Subpart B, _____ (the recipient) is satisfied that the vehicles to be purchased, _____ (number and description of vehicles) from _____ (the manufacturer), meet the requirements of 49 U.S.C. 5323(j), as amended. The recipient, or its appointed auditor _____ (the auditor – not the manufacturer or its agent), has reviewed documentation provided by the manufacturer, which lists (1) the proposed component and subcomponent parts of the vehicles identified by manufacturer, country of origin, and cost; and (2) the proposed location of the final assembly point for the vehicles, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

Date : _____

Recipient Authorized Signature: _____

Print Name: _____

Title : _____

PRE-AWARD BUY AMERICA CERTIFICATE OF NON-COMPLIANCE

As required by 49 CFR part 663 – Subpart B, _____ (the recipient) keeps on file a certification that there is a letter from FTA which grants a waiver to the rolling stock to be purchased, _____ (number and description of rolling stock), from the Buy America requirements under 49 U.S.C. 5323(j)(2)(A),(2)(B), or (2)(D), as amended.

Date : _____

Recipient Authorized Signature: _____

Print Name: _____

Title : _____

PRE-AWARD FMVSS COMPLIANCE CERTIFICATION

As required by 49 CFR part 663 – Subpart D, _____ (the recipient)

certifies that it received, at the pre-award stage, a copy of

_____ 's (the manufacturer) self-certification

information stating that the vehicles, _____

(number and description of vehicles), will comply with the relevant Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in 49 CFR part 571.

Date: _____

Recipient Authorized Signature: _____

Print Name: _____

Title : _____

PRE-AWARD CERTIFICATION OF FMVSS INAPPLICABILITY

As required by 49 CFR part 663 – Subpart D,; _____ (the recipient)

certifies that it received at the pre-award stage, a statement from

_____ (the manufacturer) indicating

that the vehicles, _____

(number and description of vehicles), will not be subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in 49 CFR part 571.

Date: _____

Recipient Authorized Signature: _____

Print Name: _____

Title : _____

PRE-AWARD PURCHASER'S REQUIREMENTS CERTIFICATION

As required by 49 CFR part 663 – Subpart B, _____ (the recipient) certifies that the vehicles to be purchased, _____ (number and description of vehicles) from , _____ (the manufacturer), are the same product described in the recipient's solicitation specification and that the proposed manufacturer is a responsible manufacturer with the capability to produce vehicles that meet the specifications set forth in the solicitation.

Date : _____

Recipient Authorized Signature: _____

Print Name: _____

Title : _____

CERTIFICATE OF COMPLIANCE WITH BUY AMERICA ROLLING STOCK REQUIREMENTS

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations in 49 CFR § 661.11

Date : _____

Signature: _____

Company : _____

Print Name: _____

Title : _____

CERTIFICATE OF NON-COMPLIANCE WITH BUY AMERICA ROLLING STOCK REQUIREMENTS

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 exemption to the requirement consistent with 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR § 661.7.

Date : _____

Signature: _____

Company: _____

Print Name: _____

Title : _____

ON-SITE MANUFACTURER INSPECTION COMPLIANCE CERTIFICATION

(Post-Delivery purchaser's requirement, in compliance with the federal requirements of 49 U.S.C. Section 5323(m))

ON-SITE MANUFACTURER INSPECTION COMPLIANCE CERTIFICATION

(Rolling Stock Procurements for more than 10 vehicles for areas >200,000 in population)

As required by 49 CFR Part 663-Subpart C, the

(Recipient's name)

Certifies that a resident inspector,

(Name of inspector)

Was at _____

(the manufacturer's)

manufacturing site during the period of manufacture of the buses,

(description of buses).

The inspector visually inspecting the buses, the _____ (the recipient) has reviewed the inspection documentation, maintains a copy of this report, and certifies that the buses meet the contract specifications.

ON-SITE MANUFACTURER INSPECTION COMPLIANCE CERTIFICATION

(Rolling Stock Procurements for more than 20 vehicles for areas < 200,000 in population)

As required by 49 CFR Part 663-Subpart C, the

(Recipient's name)

Certifies that a resident inspector,

(Name of inspector)

Was at _____

(the manufacturer's)

manufacturing site during the period of manufacture of the buses,

(description of buses).

The inspector visually inspecting the buses, the _____ (the recipient) has reviewed the inspection documentation, maintains a copy of this report, and certifies that the buses meet the contract specifications.

Signature _____ Date ____ / ____ / ____

Title _____

TRANSIT VEHICLE MANUFACTURER (TVM) DBE 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 ____/____/____

POST-DELIVERY BUY AMERICA CERTIFICATION

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

As required by 49 CFR part 663 – Subpart C, _____ (the recipient) certifies that it is satisfied that the vehicles received, _____ (number and description of vehicles) from _____ (the manufacturer), meet the requirements of 49 U.S.C. 5323(j), as amended. The recipient, or its appointed auditor _____ (the auditor – not the manufacturer or its agent), has reviewed documentation provided by the manufacturer, which lists (1) the actual component and subcomponent parts of the vehicles identified by the manufacturer, country of origin, and cost; and (2) the actual location of the final assembly point for the vehicles, including a description of the activities that took place at the final assembly point and the cost of final assembly.

Date : _____

Recipient Authorized Signature: _____

Print Name: _____

Title : _____

POST-DELIVERY BUY AMERICA CERTIFICATE OF NON-COMPLIANCE

As required by 49 CFR part 663 – Subpart C, _____ (the recipient) certifies that there is a letter from FTA which grants a waiver to the vehicles received, _____ (manufacturer, number and description of vehicles) from the Buy America requirements under 49 U.S.C. 5323(j), as amended.

Date : _____

Recipient Authorized Signature: _____

Print Name: _____

Title : _____

POST-DELIVERY FMVSS COMPLIANCE CERTIFICATION

As required by 49 CFR part 663 – Subpart D, _____ (the recipient) certifies that it received, at the post-delivery stage, a copy of _____'s the (manufacturer) self-certification information stating that the vehicles, _____ (number and description of vehicles), comply with the relevant Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in 49 CFR part 571.

Date : _____

Recipient Authorized Signature: _____

Print Name: _____

Title : _____

POST-DELIVERY CERTIFICATION OF FMVSS INAPPLICABILITY

As required by 49 CFR part 663 – Subpart D, _____ (the recipient) certifies that it received at the pre-award stage, a statement from , _____'s (the manufacturer) indicating that the vehicles _____(number and description of vehicles), are not subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in 49 CFR part 571.

Date : _____

Recipient Authorized Signature: _____

Print Name: _____

Title : _____

POST-DELIVERY PURCHASER'S REQUIREMENTS CERTIFICATION

As required by 49 CFR part 663 – Subpart C, _____ (the recipient) certifies that a resident inspector, _____ (the resident inspector – not an agent or employee of the manufacturer), was at _____ 's (the manufacturer), manufacturing site during the period of manufacture of the vehicles, _____ (number and description of the vehicles). The inspector monitored manufacturing and completed a report on the manufacture of the vehicles and provided accurate records of all vehicle construction activities. The report addresses how the construction and operation of the vehicles fulfill the contract specifications. After reviewing the report, visually inspecting the vehicles, and performance testing the vehicles, the recipient certifies that the vehicles meet the contract specifications.

Date : _____

Recipient Authorized Signature: _____

Print Name: _____

Title : _____

POST-DELIVERY PURCHASER'S REQUIREMENTS CERTIFICATION

As required by 49 CFR part 663 – Subpart C, after visually inspecting and road testing the contract vehicles, _____ (the recipient) certifies that the vehicles, _____ (number and description of vehicles) from _____ (the manufacturer), meet the contract specifications.

Date : _____

Recipient Authorized Signature: _____

Print Name: _____

Title : _____