



Request for Proposal

RFP

Bus Wash System

Repair and/or Replacement

Date Issued: October 11, 2018

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INTRODUCTION

1(A) BACKGROUND

City of Sandy Transit, known as Sandy Area Metro (SAM) is a municipal transit service that provides public transportation in Sandy, OR and the surrounding area. Sandy, OR is a rural city of approximately 11,000 residents. SAM runs an in-town fixed route service as well as commuter service to Gresham and Estacada. SAM connects with the Clackamas County run service known as Mount Hood Express (MHX) at the Sandy Transit Center in the center of Sandy. Additionally, Sandy Transit has an in-town dial-a-ride, known as STAR and an Elderly and Disabled non-emergency medical rides program which provides rides to medical services not available in City limits.

SAM's Facility is located at 16610 Champion Way and encompasses an Administrative Wing, Bus Storage Areas, and a Bus Wash Bay. Mount Hood Express (MHX) also operates out of the Sandy Operations Center. Constructed in 2009 SAM's facility is utilized year-round to conduct transportation orchestration, on average, 16 hours per day 7 days per week. SAM and MHX fleets consist of approximately 18 vehicles. City fleet vehicles are also encouraged to use the wash bay at the Operations Center, which includes police, public works and the community center.

1(B) REQUEST FOR PROPOSAL (RFP) PURPOSE

SAM desires to solicit proposals for repair and/or replacement of bus wash 16610 Champion Way, Sandy, OR.

We are replacing an in-ground water recycling bus wash bay. The project allows for renewed, replaced or rebuilt pieces in the bus wash system. The definitive outcome of this project will be new or rebuilt sand filters, replaced pipes and reels which will be properly insulated and supported, a new or reworked skimmer and ozonator and a manual hand held under carriage spray wand. The addition of a wind shield at one end of the washbay is included in the project but is not required to be included in the RFP to be responsive. A greater extend of the project requirements can be found in Attachment A and B.

Contractors shall submit proposals to SAM's Administrative Office no later than October 26, 2018 at 4:00 PM Pacific Time.

2. RFP INSTRUCTIONS AND INFORMATION

2(A) RFP TIMELINE

<u>Day/Date</u>	<u>Description</u>
Week of October 8	Advertisements announcing RFP SAM websites and social media outlets. Sandy Post contacted for add to run Oct. 17. Announcement of RFP also placed on ORPIN.
October 11, 2018	RFP copies available to suppliers via e-mail and websites.
October 19 @ 2 PM	RFP review and site walkthrough at SAM's facility conducted with all potential proposers. Note that on-site assessments will be conducted with all parties in the large conference room at 3:00 pm at 16610 Champion Way, Sandy OR 97055.
October 22, 2018	Written questions from suppliers due
October 23, 2018	Written replies to Contractor questions distributed to

	all known suppliers.
October 26, 2018 No later than 4 PM PST Late bids will not be accepted.	RFP responses due at following address: 16610 Champion Way Sandy, Or 97055 Attention: Andi Howell Due by 4:00 pm Pacific Standard Time
Completed by November 5, 2018	Supplier responses will be analyzed and scored by SAM evaluation team. Total scores will factor heavily into SAM's decision as to which suppliers are considered finalists.
November 19, 2018	SAM project award is made (subject to successful negotiation of terms and conditions).

2(B) SELECTION AND EVALUATION TEAM

Ben Smith	RoJoy Maintenance and Road Supervisor	Project Manger
Ryan Wood	Public Works Crew Member	Team Member
Muna Rustam	Transit Program Administrator	Team Member
Andi Howell	Transit Director	Team Member

2(C) RFP CONTACT

	16610 Champion Way
	Sandy, OR 97055
	SAM, Sandy Transit Department
Andi Howell	Phone: 503.489.0925
	Transit Director
E-mail:	AHOWELL@CI.SANDY.OR.US

2(D) RFP EVALUATION CRITERIA

An evaluation team comprised of interdepartmental staff at the City will evaluate proposals. The Evaluation Team is listed in Section 2(B). Prior to the selection, or the award, SAM reserves the right to conduct on-site visits of any of the respondents' facilities and require each Contractor to present items contained in the RFP response and any other items deemed appropriate by SAM.

If an award is made, as the result of this RFP, it shall be awarded to the respondent whose proposal is most advantageous to SAM with price and other factors including - but not limited to - responses to the RFP questions, demonstrated technical ability and expertise, financial stability, reference calls and/or recommendations, memberships and licenses or any other applicable membership or certifications, presentations to SAM's Evaluation Team (if applicable), on-site visits at supplier's site (if applicable), product samples which SAM may – at our discretion – request as part of the RFP process and any additional criteria deemed appropriate by SAM which would lend itself to establishing the Service Provider's viability to perform the work as outlined in this RFP.

When determining whether a respondent is responsible, or when evaluating a respondent's proposal, the following factors will be considered, any one of which will suffice to determine if a respondent is either not a responsible respondent or the respondent's proposal is not the most advantageous to SAM:

1. The ability, capacity and skill of the respondent to perform the contract or provide the service required.
2. The character, integrity, reputation, judgment, experience and efficiency of the respondent.
3. Whether the respondent can perform the contract within the time specified.
4. The quality of performance of previous public and private contracts – or services – including, but not limited to, the respondent's failure to perform satisfactorily, or complete any written contract. SAM's termination for default of a previous contract, with a respondent, shall be deemed to be such a failure.
5. The previous and existing compliance by the respondent with laws relating to the contract and services.
6. Evidence of collusion with any other respondent, in which case colluding respondents will be restricted from submitting further bids on the subject project or future tenders.
7. The respondent is not qualified for the work or to the full extent of the RFP.
8. There is uncompleted work with SAM or others, or an outstanding dispute on a previous or current contract that might hinder, negatively affect or prevent the prompt completion of the work bid upon.
9. The respondent failed to settle bills for labor, or materials, on past or current public or private contracts.
10. The respondent has been convicted of a crime arising from a previous public contract, excepting convictions that have been pardoned, expunged or annulled.
11. The respondent has been convicted of a crime of moral turpitude, or any felony, excepting convictions that have been pardoned, expunged or annulled, whether in this state, in any other state, by the United States, or in a foreign country, province or municipality. Respondents shall affirmatively disclose to SAM all such convictions, especially of management personnel or the respondent as an entity, prior to notice of award or execution of a contract, whichever comes first. Failure to make such affirmative disclosure shall be grounds, in SAM's sole option and discretion, for termination for default subsequent to award or execution of contract.
12. More likely than not, the respondent will be able, financially or otherwise, to perform the work.

13. At the time of RFP opening, the respondent is not authorized to do business in Oregon, is not registered as a contractor in Oregon, or otherwise lacks a required license, registration or permit.
14. Such other information as may be secured having a bearing on the decision to award the contract.
15. Any other reason deemed proper by SAM

2. (E) EVALUATION CRITERIA CHART

Evaluation Criteria	Percentage
1. Pricing	25
2. Bus Wash Replacement Requirements	25
3. Proposed Implementation	25
4. Warranty	25
Total	100

2(F) NOTICES AND RESPONSE CRITERIA

This RFP has been compiled in good faith. The information contained within is selective and subject to SAM’s updating, expansion, revision and amendment.

SAM reserves the right to change any aspect of, terminate, or delay the RFP, the RFP process and/or the program which is outlined within this RFP at any time and notice shall be given in a timely manner thereafter.

Recipients of this RFP are advised that nothing stated herein, or any part thereof, or any communication during this evaluation and selection process, shall be construed as constituting; offering or awarding a contract, representation or agreement of any kind between SAM and any other party, save for a formal written contract, properly executed by both parties.

Responses to this RFP will become the property of SAM and will form the basis of negotiations of an agreement between SAM and the successful supplier.

SAM is not liable and will not be responsible for any costs incurred by any supplier(s) for the preparation and delivery of the RFP responses, nor will SAM be liable for any costs incurred prior to the execution of an agreement, including, but not limited to presentations by RFP finalists to SAM

During the review of this document, please note SAM’s emphasis on the expectations, qualities and requirements necessary to be positioned as an RFP finalist and successful supplier.

Questions from respondents regarding this RFP must be submitted in writing (MS Word) on the question submittal form provided in Section 6 and returned via an attachment to an email sent to the RFP Contact shown in Section 2(C). Questions from respondents pertinent to this RFP will be answered so long as they are received by the day/time indicated in the RFP Timeline, Section 2(A) and in the specified format. Answers to all pertinent questions will be sent to all known respondents.

Note: Please review the following additional criteria

1. WAIVER OF MINOR ADMINISTRATIVE IRREGULARITIES

SAM reserves the right, at its sole discretion, to waive minor administrative irregularities contained in any proposal.

2. SINGLE RESPONSE

A single response to the RFP may be deemed a failure of competition and in the best interest of SAM the RFP may be cancelled.

3. PROPOSAL REJECTION

SAM reserves the right to reject any or all proposals at any time without penalty.

4. WITHDRAWAL OF PROPOSALS

Suppliers may withdraw a proposal that has been submitted at any time up to the proposal closing date and time. To accomplish this, a written request, signed by an authorized representative of the supplier must be submitted to the RFP Contact. The supplier may submit another proposal at any time up to the proposal closing date and time.

5. NON-ENDORSEMENT

As a result of the selection of a supplier to supply products and/or services to SAM, SAM is neither endorsing nor suggesting that the supplier's product is the best, or only, solution. The supplier agrees to make no reference to SAM in any literature, promotional material, brochures, sales presentation, or the like without the express written consent of SAM

6. PROPRIETARY PROPOSAL MATERIAL

Any information contained in the proposal that is proprietary must be clearly designated. Marking the entire proposal as proprietary will be neither accepted nor honored. If a request is made to view a supplier's proposal, SAM will comply according to applicable Open Public Records Acts. If any information is marked as proprietary in the proposal, such information will not be made available until the affected supplier has been provided an opportunity to seek a court injunction against the requested disclosure.

7. RESPONSE PROPERTY OF SAM

All materials submitted in response to this request become the property of SAM Selection or rejection of a response does not affect this right.

8. NO OBLIGATION TO PROCURE

SAM reserves the right to refrain from contracting with any supplier. The release of this RFP does not compel SAM to procure. SAM may elect to proceed further with this project by interviewing suppliers well suited to our project, conducting site visits or proceeding with an award.

9. COST OF PREPARING PROPOSALS

SAM is not liable for any costs incurred by suppliers in the preparation and presentation of proposals and demonstrations submitted in response to our RFP.

10. ERRORS IN PROPOSALS

SAM will not be liable for any errors in supplier proposals. Suppliers will not be allowed to alter proposal documents after the deadline of proposal submission.

SAM reserves the right to make corrections or amendments due to errors identified in proposals by SAM or the supplier. This type of correction, or amendment, will only be allowed for such errors as typing, transposition or any other obvious error. Suppliers are liable for all errors, or omissions, contained in their proposals.

When, after the opening and tabulation of proposals, a respondent claims error and requests to be relieved of award, said respondent will be required to promptly present certified work sheets. The RFP Contact will review the work sheets and if the RFP Contact is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the respondent may be relieved from said proposal.

After opening and reading proposals, SAM will check all for correctness of extensions of the prices per unit and the total price. If a discrepancy exists between a price per unit and the extended amount of any proposal item, the price per unit will control. SAM will use the total of extensions corrected where necessary.

11. BID BOND

5% bid guarantee bond required.

12. PERFORMANCE BOND

100% performance bond required.

13. RESPONSE INFORMATION

Information regarding this RFP, including any addenda, is available at www.ci.sandy.or.us (see News) or contact Andi Howell (503) 489-0925 or email ahowell@ci.sandy.or.us.

14. ADDENDA

Suppliers are responsible for checking SAM's website for the issuance of any addenda prior to submitting a response. Our website address is ww.ci.sandy.or.us/transit (see News).

15. CONTRACT AWARD AND EXECUTION

SAM will select the proposal that, in its sole discretion, is the most advantageous to SAM. SAM reserves the right to make an award without further discussion of the proposal submitted; there may be no best and final offer procedure. Therefore, all proposals should be initially submitted on the most favorable terms the supplier can offer.

SAM shall attempt to negotiate a contract with the respondent who offered the most advantageous proposal at a price which SAM determines is fair and reasonable. If SAM is unable to negotiate a satisfactory contract with the firm selected at a price SAM determines to be fair and reasonable, negotiations with that firm shall be formally terminated and SAM shall select the next best proposal and continue until an agreement is reached or the process is terminated.

3. SCOPE OF WORK

Replace current tank to filter pump and floats

Submersible solids pump sized meet new systems needs current power is 3 phase voltage 208/230/480
High water or rain overflow float/ low water level, on/off pump float
Connect to new filter/pressure washer system

Replace current recycle water filtration unit

Remove old unit by others or contractor for salvage
Connect new unit to current electrical
Connect new unit to water system from tank, to drain, and new pressure washer
Unit to be sized to current usage. Contractor to do own water test to verify unit size and filtration needs.
Price air compressor sized for the unit, connect to current utilities and to new units

Remove/Replace current pressure washer

Sized to current usage
Needs ability to steam clean
Have a soap delivery system
Remote operation from wash bay
Connect new unit electrical, gas, in coming water

Replace two current reel hose system. Please identify replacement equipment i.e. 2 high pressure reel hose systems or two high pressure winterized hose trolley system, a low pressure fresh water rinse hose etc.

Price and spec high pressure hand operated vehicle uncarriage wand (winterized).

Current units are
Pump unknown 3 Phase ??? voltage
Filter system is a WaterMaze 6LP-50243 currently powered by 230 volt 3 Phase 16 amps
Pressure Washer is a Landa VNG6-3000 with natural gas burner current power usage is
Two Hose reel with pressure guns

VALUE ADD, NOT NECESSARY TO THE OVERALL BID AWARD

Wall structure

At least 170.5 inches in height or height needed for door headroom and 28 feet wide
Door opening 14 wide 14 high
Painted to match current structure
All construction materials are to be for use in wet outdoor conditions

Roll up door

Commercial wind load panels
Finish should be at silicone polyester prepaint over Galvanized grade 80 steel
Painted White
4 to 1 chain hoist opener mounted to door barrel shaft

3(B) SINGLE POINT OF RESPONSIBILITY

SAM expects to have a single point of contact consisting of a single point of authority and a single contract entity for this project. SAM will not enter into any agreement that does not provide a single point of accountability.

4. QUESTIONS

Please respond in the text blocks underneath each question.

4(A) BACKGROUND AND INTRODUCTION

1. Do you have any assumption in reference to SAM’s Bus Wash replacement requirement considered pertinent in your response?
2. Do you have any questions about the summary of requirements considered pertinent to your response?
3. Describe your experience in supporting similar requirements for transit services or any related service?

In the space below please submit a numerical list of all/any additional features you can provide that are not listed above:

4(C) SINGLE POINT OF RESPONSIBILITY/ACCOUNTABILITY

1. SAM’s expectation is to have a single point of contact, i.e. a single point of responsibility/accountability and a single contracting entity for this project. This is of critical nature pertaining to this RFP; a contract will not be awarded to a supplier who does not submit this single point of responsibility or accountability. Indicate below your understanding of the aforementioned requirement and include contact information for your single point of responsibility and accountability.

4(D) GENERAL QUESTIONS

1. How many years has your company been in business?
2. How long have you been providing Bus Wash and/or Lift Replacements?
3. What is your company’s primary line of business?
4. Provide a brief overview of your company (furnish your business philosophy, mission statement, management structure, organizational chart, etc.).
5. How many employees do you have? What is the total years (each or as a group) of experience your employees possess within Bus Lifts and Wash replacement experience?
6. State the type of ownership of your company. Provide a copy of your state business registry. List Headquarters and Regional/Full-Service office locations and website address.
7. Provide key contact names, titles addresses, telephone and fax numbers. Also, identify the person(s) authorized to contractually bind your organization.
8. Please provide status of any current, or pending, litigation against your company that may directly affect ability to deliver the product/services you offer.
9. ~~Include reference to RFP (C) in your response to questions similar to what you are currently doing~~
10. Please include reference names of former customers, if any, include title and phone numbers for each and reasons for disengagement of your services.

11. Describe any BUS LIFTS AND WASH REPLACEMENT Project value-added services your company is capable of providing.
12. Explain, in one page or less, how the proposed will differentiate you from other firms and why SAM should choose your company as our firm of choice. Also, please list unique features that provide your company a competitive edge.

5. PRICING SCHEDULE AND WARRANTY

Proposers shall provide pricing within the matrix below for all related to the successful completion of this project as detailed in this and attachment A for installation, testing and reimbursable expenses associated with SAM’s project. Additionally, SAM reserves the right to purchase all, or some, of the proposed solution.

The pricing associated with all proposals must remain firm until June 30, 2019. Any price adjustments, through the life of this agreement, will be mutually agreed upon, in writing, at the time of award.

5(A)BUS WASH EQUIPMENT REPLACEMENT (AS INDICATED IN the Scope of Work)

	Cost (\$)	Notes (cost driven assumptions, and important elements)
Removal and disposal of existing wash system		
Facility mechanical and electrical changes required for installation of new bus wash system		
New Bus Wash System and all required materials (with freight)		
Installation – inclusive of all labor including administrative cost, as well		
as other elements of installation cost (not covered above)		

Permit Fees		
Warranty Length		
Warranty Coverage		
Extended Warranty Cost		
Maintenance Service Agreement cost per year during warranty period		
Misc. (describe in notes)		
Total Cost for bus wash (5B)		

5a) BUS WASH WEAR COMPONENT COST

Provide a detailed list of wear component cost (pricing fixed for the first 3 years), and recommended frequency for replacement.

5b) BUS WASH OUT OF SCOPE COST

<i>Uncontrolled Changes or Continuous Growth Hourly Rates (during normal business hours)</i>		
	<u>Hourly Rate (\$ USD)/ Percentage (%)</u>	<u>Note</u>
<u>Laborer (\$ USD)</u>		
<u>Electrical (\$ USD)</u>		
<u>Sub-contracted Labor-Cost Plus Percentage (%)</u>		
<u>Material – Cost Plus Percentage (%)</u>		

List assumptions in determining pricing: (i.e. site condition expectations)

The life of this agreement, will be mutually agreed upon, in writing, at the time of award.

5(B) Bus Wash Windshield Pricing (if applicable as indicated in attachment B)

6. QUESTION SUBMITTAL FORM

Questions regarding this RFP may be submitted in writing on the form provided in the section below or via email to the RFP Contact listed in Section 2(C), only during the allotted timeframe detailed in the timeline, Section 2(A).

Answers to all pertinent questions, from all Suppliers, will be returned to all known RFP participants without identifying the Supplier submitting the inquiry.

SAM

RFP QUESTION FORM

RFP Section and Paragraph		RFP Page Number:	
Submitted by:		Date Submitted:	
EMAIL Address:		Phone:	
Company Name:			

All Suppliers are required to direct their questions to the RFP Contact listed in Section 2(C).

Attachment A FEDERAL CLAUSES

STANDARD CLAUSES

FOR ALL FEDERAL CONTRACTS

1. In connection with the performance by Contractor of work or services within the scope of this Agreement, Contractor agrees to comply with the following requirements, and to include these requirements in all subcontracts¹ of every tier:

No Obligation by the Federal Government. - (1) The Recipient² and Contractor³ 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.

Program Fraud and False or Fraudulent Statements or Related Acts.

(1) 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.

(2) 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. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

1 The term "subcontract" under this addendum is considered to refer to a person who agrees to perform any part of the labor or material requirements of a contract for construction, alteration or repair. A person who undertakes to perform a portion of a contract involving the furnishing of supplies or materials will be considered a "subcontractor" under this section if the work in question involves the performance of construction work and is to be performed: (1) directly on or near the construction site, or (2) by the employer for the specific project on a customized basis. Thus, a supplier of materials which will become an integral part of the construction is a "subcontractor" if the supplier fabricates or assembles the goods or materials in question specifically for the construction project and the work involved may be said to be construction activity. If the goods or materials in question are ordinarily sold to other customers from regular inventory, the supplier is not a "subcontractor."

2 The term, "Recipient" shall mean the City of Sandy – Sandy Area Metro.

3 The term, "Contractor" shall refer to a party under any agreement undertaking contractual obligations to or for the benefit of one or more other parties which includes the City of Sandy- Sandy Area Metro.

Incorporation of Federal Transit Administration (FTA) Terms - The provisions of this Addendum include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated March, 13, 2013, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Recipient requests which would cause Recipient to be in violation of the FTA terms and conditions.

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

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.

Recycled Products

All contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the current or previous fiscal year using Federal funds. The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42

U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

No Government Obligation to Third Parties

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

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

Civil Rights - The following requirements apply:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the 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. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The 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, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the 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.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Disadvantaged Business Enterprise Provision (Attachment C)

1. The Federal Fiscal Year goal has been set by Recipient in an attempt to match projected procurements with available qualified disadvantaged businesses. Recipient goals for budgeted service contracts, bus parts, and other material and supplies for Disadvantaged Business Enterprises have been established by Recipient as set forth by the Department of Transportation Regulations 49 C.F.R. Part 23, March 31, 1980, and amended by Section 106(c) of the Surface Transportation Assistance Act of 1987, and is considered pertinent to any contract resulting from this request for proposal.

If a specific DBE goal is assigned to this contract, it will be clearly stated and if the Contractor is found to

have failed to exert sufficient, reasonable, and good faith efforts to involve DBE's in the work provided, Recipient may declare the Contractor noncompliant and in breach of contract.

(a) Policy - It is the policy of the Department of Transportation and Recipient that Disadvantaged Business Enterprises, as defined in 49 CFR Part 23, and as amended in Section 106(c) of the Surface Transportation and Uniform Relocation Assistance Act of 1987, shall have the maximum opportunity to participate in the performance of Contract financed in whole or in part with federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 23 and Section 106(c) of the STURAA of 1987, apply to this Contract.

The Contractor agrees to ensure that DBEs as defined in 49 CFR Part 23 and Section 106(c) of the STURAA of 1987, have the maximum opportunity to participate in the whole or in part with federal funds provided under this Agreement. In this regard, the Contractor shall take all necessary and reasonable steps in accordance with the regulations to ensure that DBEs have the maximum opportunity to compete for and perform subcontracts. The Contractor shall not discriminate on the basis of race, color, national origin, religion, sex, age or physical handicap in the award and performance of subcontracts. It is further the policy of Recipient to promote the development and increase the participation of businesses owned and controlled by disadvantaged. DBE involvement in all phases of Recipient procurement activities are encouraged.

(b) DBE obligation - The Contractor and its subcontractors agree to ensure that disadvantaged businesses have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under the Agreement. In that regard, all Contractors and subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 as amended, to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts.

(c) Where the Contractor is found to have failed to exert sufficient reasonable and good faith efforts to involve DBE's in the work provided, Recipient may declare the Contractor noncompliant and in breach of contract.

(d) The Contractor will keep records and documents for a reasonable time following performance of this contract to indicate compliance with Recipient DBE program. These records and documents will be made available at reasonable times and places for inspection by any authorized representative of Recipient and will be submitted to Recipient upon request.

(e) Recipient will provide affirmative assistance as may be reasonable and necessary to assist the prime contractor in implementing their programs for DBE participation. The assistance may include the following upon request:

- * Identification of qualified DBE
 - * Available listing of Minority Assistance Agencies
 - * Holding bid conferences to emphasize requirements
2. DBE Program Definitions, as used in the contract:

(a) Disadvantaged business "means a small business concern":

- i. Which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and
 - ii. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- or
- iii. Which is at least 51 percent owned by one or more women individuals, or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more women individuals; and
 - iv. Whose management and daily business operations are controlled by one or more women individuals who own it.

(b) "Small business concern" means a small business as defined by Section 3 of the Small Business Act and

Appendix B - (Section 106(c)) Determinations of Business Size.

(c) "Socially and economically disadvantaged individuals" means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and States (or lawfully admitted permanent residents) and who are black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, or women, and any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to section 8(a) of the Small Business Act.

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

Hold Harmless. Unless prohibited by state law, upon request by the Federal Government, the Recipient agrees to indemnify, save, and hold harmless the Federal Government and its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Recipient of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Project. The Recipient shall not be required to indemnify the Federal Government for any such liability caused by the wrongful acts of employees or agents of the Federal Government.

2. In connection with the performance by Contractor of work or services within the scope of this Agreement, Contractor agrees to comply with the following requirements, and to include these requirements in all subcontracts exceeding \$100,000 in value of every tier. Contractor further agrees to include the Contract Work Hours and Safety Standards Act requirements in all subcontracts exceeding \$2,000 in value (but not including subcontracts for the purchase of supplies, materials or articles ordinarily available on the open market):

**Contract Work Hours and Safety Standards Act
Pursuant to Section 102 (Overtime):**

(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 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 Recipient 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 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 this section.

(Section 102 nonconstruction contracts should also have the following provision:)

(5) **Payrolls and basic records** - (i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

Prompt payment

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

Davis-Bacon and Copeland Anti-Kickback Acts

(1) **Minimum wages** - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers

or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. (ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and (2) The classification is utilized in the area by the construction industry; and (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and (4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed. (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification. (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof. (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met: (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (2) The classification is utilized in the area by the construction industry; and (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination. (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer

to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) Withholding - The recipient 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 the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the grantee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the recipient for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following: (1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete; (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and

that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3; (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract. (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code. (iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved. (ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which

provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) 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 Federal Transit Administration 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 the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of Eligibility - (i) By entering into this contract, contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). (iii) The penalty for making false statements is prescribed in 18 USC 1001.

Section 107 (OSHA):

Contract Work Hours and Safety Standards Act - The Contractor agrees to comply with section 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. section 333, and applicable DOL regulations, "Safety and Health Regulations for Construction" 29 C.F.R. Part 1926. Among other things, the Contractor agrees that it will not require any laborer or mechanic to work in unsanitary, hazardous, or dangerous surroundings or working conditions.

Clean Air - 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. The Contractor agrees to report each violation to the Recipient and understands and agrees that the Recipient will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

Clean Water - 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 . The Contractor agrees to report each violation to the Recipient and understands and agrees that the Recipient will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters (see Attachment D)

1. **By signing and submitting this Contract, the Contractor is providing the signed certification set out below.**
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, Recipient may pursue available remedies, including suspension and/or debarment.
3. The Contractor shall provide immediate written notice to Recipient if at any time the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. Contractor may contact Recipient for assistance in obtaining a copy of those regulations.
5. The Contractor agrees by submitting this proposal or entering into this Contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by Recipient.
6. The Contractor further agrees by submitting this proposal or entering into this Contract that it will include the clauses 10 and 11, below, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, Recipient may pursue available remedies including suspension and/or debarment.
10. The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
11. When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

3. In connection with the performance by Contractor of work or services within the scope of this Agreement, Contractor agrees to comply with the following requirements, and to include these requirements in all subcontracts in excess of \$10,000 (except those contracts with nonprofit organizations and institutions of higher education):

Termination

a. Termination for Convenience (General Provision) The Recipient may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the government'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 Recipient to be paid the Contractor. If the Contractor has any property in its possession belonging to the Recipient, the Contractor will account for the same, and dispose of it in the manner the Recipient directs.

b. 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 Recipient 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 only be paid 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 Recipient 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 Recipient, 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.

c. Opportunity to Cure (General Provision) The Recipient in its sole discretion may, in the case of a termination for breach or default, allow the Contractor 30 days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to Recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within 30 days after receipt by Contractor or written notice from Recipient setting forth the nature of said breach or default, Recipient shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Recipient from also pursuing all available remedies against Contractor and its sureties for said breach or default.

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

4. In connection with the performance by Contractor of work or services within the scope of this Agreement, Contractor agrees to comply with the following provisions, which need not be included in subcontracts:

Access to Records and Reports

The following access to records requirements apply to this Contract:

1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.
2. Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access

to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

3. Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an **FTA** recipient or a subgrantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where a purchaser which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

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

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

Dispute Resolution

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of Recipient's Contract Officer. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the General Manager. 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 General Manager shall be binding upon the Contractor and the Contractor shall abide by the decision. In the event that the decision of the General Manager is contrary to law or violates the terms of the Contract, Contractor may pursue such remedy or relief as may be available for breach of Contract.

Performance During Dispute - Unless otherwise directed by Recipient, 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 therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Recipient and the 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 Recipient is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Recipient, Architect 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.

Indemnity - The Contractor shall, to the extent permitted by law:

Protect, indemnify and save the Recipient and its officers, employees and agents, including consultants, harmless from and against any and all liabilities, damages, claims, demands, liens, encumbrances, judgments, awards, losses, costs, expenses, and suits or actions or proceedings, including reasonable expenses, costs and attorney fees incurred by the Recipient and its officers, employees and

agents, including consultants, in the defense, settlement or satisfaction thereof, for any injury, death, loss or damage to persons or property of any kind whatsoever, arising out of, or resulting from, the negligent acts, errors or omissions of the Contractor, including negligent acts, errors or omissions of its officers, employees, servants, agents, subcontractors and suppliers; and

Upon receipt of notice and if given authority, shall settle at its own expense or undertake at its own expense the defense of any such suit, action or proceeding including appeals, against the Recipient and its officers, employees and agents, including consultants, relating to such injury, death, loss or damage.

Each party shall promptly notify the other in writing of the notice or assertion of any claim, demand, lien, encumbrance, judgment, award, suit, action or other proceeding hereunder. The Contractor shall have sole charge and direction of the defense of such suit, action or proceeding. The Recipient shall not make any admission which might be materially prejudicial to the contractor unless the contractor has failed to take over the conduct of any negotiations or defense within a reasonable time after receipt of the notice and authority above provided. The Recipient shall at the request of the Contractor furnish to the Contractor all reasonable assistance that may be necessary for the purpose of defending such suit, action or proceeding, and shall be repaid all reasonable costs incurred in doing so. The Recipient shall have the right to be represented therein by the advisory counsel of its own selection at its own expense.

The obligations of the Contractor under the above paragraph shall not extend to circumstances where the injury, or death, or damages is caused solely by the negligent acts, errors or omissions of the Recipient, its officers, employees, agents or consultants, including negligence in (1) the preparation of the Contract documents, or (2) the giving of directions or instructions with respect to preparation of the Contract by written order. The obligations of the Contractor shall not extend to circumstances where the injury, or death, or damages is caused, in whole or in part, by the negligence of any third party operator, not including an assignee or subcontractor of the Contractor, subject to the right of contributions as provided in the next sentence below. In case of joint or concurrent negligence of the parties hereto giving rise to a claim or loss against either one or both, each shall have full rights of contribution from the other.

Other Federal Requirements

The following requirements are not federal clauses.

Full and Open Competition

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

Prohibition Against Exclusionary or Discriminatory Specifications

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

Access Requirements for Persons with Disabilities

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

Notification of Federal Participation

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

Interest of Members or Delegates to Congress

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

Ineligible Contractors and Subcontractors

Any name appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts

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

Other Contract Requirements

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

Compliance with Federal Regulations

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

Access to Services for Persons with Limited English Proficiency

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

Environmental Justice

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

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

Environmental Protections

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

Geographic Information and Related Spatial Data

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

Geographic Restrictions

The Recipient agrees that it will not use any State or local geographic preference, except: (1) A preference expressly mandated by applicable Federal law, or (2) A preference permitted by FTA; for example, a contractor's geographic location may be a selection criterion for a Recipient that is procuring architectural engineering or related services, provided that a sufficient number of qualified firms are eligible to compete for that contract, or (3) As provided in section 418 of the Consolidated and Further Continuing Appropriations Act, 2015, Public Law No. 113-235, December 15, 2014, geographic preferences in construction hiring are protected from enforcement under former 49 C.F.R. § 18.36(c)(2), in accordance with any applicable federal regulations, requirements, and

guidance and as implemented by FTA.

Organizational Conflicts of Interest

The Recipient agrees that it will not enter into a procurement that involves a real or apparent organizational conflict of interest described as follows: (1) When It Occurs. An organizational conflict of interest occurs when the Project work, without appropriate restrictions on certain future activities, results in an unfair competitive advantage: (a) To that Third Party Participant or another Third Party Participant performing the Project work, and (b) That impairs that Third Party Participant’s objectivity in performing the Project work, or (2) Other. An organizational conflict of interest may involve other situations resulting in fundamentally unfair competitive conditions, (3) Disclosure Requirements. Consistent with FTA policies, the Recipient must disclose to FTA, and each of its Subrecipients must disclose to the Recipient: (a) Any instances of organizational conflict of interest, or (b) Violations of federal criminal law, involving fraud, bribery, or gratuity violations potentially affecting the federal award, and (4) Failure to Disclose. Failure to make required disclosures can result in remedies for noncompliance, including debarment or suspension.

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

Non Federal entities that expend \$750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A 133, Audits of States, Local Governments, and Non Profit Organizations and (2 CFR § 200.501). Non Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non Federal entities that expend less than \$750,000 in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in '3052.215(a), but records must be available for review or audit by appropriate officials of the Federal and State agencies.

Catalog of Federal Domestic Assistance (CFDA) Identification Number

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

CFDA number for the Federal Transportation Administration

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

Veterans Preference

Veterans Preference. As provided by 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients:

- (1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and
- (2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

Attachment B

DBE CERTIFICATION

Has your firm been certified by the State of Oregon as a Disadvantaged Business Enterprises?

_____ Yes _____ No

If yes, attach copy of current certification letter.

I hereby certify that the information provided on this form is true and accurate to the best of my knowledge.

Signature: _____

Name & Title: _____

(Typed or Printed)

Date: _____

Attachment C

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

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

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

- f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
 - (1) Equals or exceeds \$25,000,
 - (2) Is for audit services, or
 - (3) Requires the consent of a Federal official, and

- g. It will require that each covered lower tier contractor and subcontractor:
 - (1) Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
 - (2) Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
 - a. Debarred from participation in its federally funded Project,
 - b. Suspended from participation in its federally funded Project,
 - c. Proposed for debarment from participation in its federally funded Project,
 - d. Declared ineligible to participate in its federally funded Project,
 - e. Voluntarily excluded from participation in its federally funded Project, or
 - f. Disqualified from participation in its federally funded Project, and

3. It will provide a written explanation as indicated on a page attached in FTA's TEAM-Web 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 _____

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 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Name of Bidder/Company Name

Type or print name

Signature of authorized representative

Signature of notary and SEAL

9. ATTACHMENT E (VALUE ADD, NOT NECESSARY TO THE OVERALL BID AWARD)

Wall structure

At least 170.5 inches in height or height needed for door headroom and 28 feet wide

Door opening 14 wide 14 high

Painted to match current structure

All construction materials are to be for use in wet outdoor conditions

Roll up door

Commercial wind load panels

Finish should be at silicone polyester pre-paint over Galvanized grade 80 steel

Painted White

4 to 1 chain hoist opener mounted to door barrel shaft

10. PROTEST INFORMATION

Protests Prior to Proposal Due Date

Following the issue of this formal RFP, and prior to the due date, a protest may be filed with SAM. Protests must be in writing and be received by SAM not less than five (5) full working days before the proposal due date. SAM will notify all proposers that a protest has been filed, and the due date will be postponed until the protest has been reviewed and acted upon by SAM and the FTA (if applicable).

Protests Received After Proposal Due Date

SAM will evaluate all proposals and determine the best-qualified proposers. Once SAM selects the contractor, a notice of intent to award will be mailed to all proposers. Any protest to the notice must be in writing and received by SAM within five (5) full working days from the postmark date of the notice.

Protest Contents

The protestor must demonstrate or establish a clear violation of a specific law or regulation, e.g., a violation of the prohibition against exclusionary or unduly restrictive specifications. The protest must state it is a protest and must contain a statement of the grounds for protest (including specification of the law or regulation that the protestor alleges has been violated) and all supporting documentation. SAM may, but is not obligated to, request additional information concerning the grounds for protest.

Reply to Protests

The SAM Protest Committee will review all protests as soon as possible. All material submitted by the protestor will be considered. Such material will not be withheld from any interested party outside of SAM or any agency which may be involved with the procurement except to the extent that the withholding of information is permitted or required by law or regulation. If the protestor contends that the protest contains proprietary and confidential material which should be withheld, a statement advising of this fact shall be affixed to the front page of the protest document and alleged proprietary and confidential information shall be so identified wherever it appears. SAM shall make a determination as to whether the protest contains proprietary and confidential materials which should be withheld.

SAM will respond with its determination in writing within ten (10) working days of its receipt of the written protest, or if SAM requests additional information within the ten (10) day working period, SAM will respond with its determination within ten (10) working days of TCAT's receipt of all requested additional information.

Request for Protest Reconsideration

Upon receipt of SAM's decision, the protestor may file a written request for protest reconsideration. A request for protest reconsideration must be directed to the General Manager in writing and received within five full working days from the postmark date of the reply from SAM. The request for protest reconsideration shall specify why the Protest Committee's determination is alleged not to be correct. The decision of the Transit Director will be in writing, will be final, and will be made within ten (10) working days of SAM's receipt of the written request for protest reconsideration. No further protests will be heard by SAM.

FTA review of Protests:

A. Review of Protests

1. FTA will only review protests regarding the alleged failure of the grantee to have written protest procedures or alleged failure to follow such procedures.
2. Alleged violations on other grounds are under the jurisdiction of the appropriate State or local administrative or judicial authorities. Alleged violations of a specific Federal requirement that provides an applicable complaint procedure shall be submitted and processed in accordance with that Federal regulation. See, e.g., Buy America Requirements, 49 CFR Part 661 (Section 661.15); Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs, 49 CFR Section 26.103.
3. FTA will only review protests submitted by an interested party as defined in paragraph C, below.

B. Remedy.

FTA's remedy for a grantee's failure to have written protest procedures or failure to follow such procedure is limited to requiring the grantee to develop such procedures, if necessary, and follow such procedures in reviewing the protest at issue, if the grantee desires FTA financial participation in the contract in question. In instances where a grantee has awarded to another bidder or offeror prior to FTA's decision on the protest, FTA may refuse to participate in funding the contract.

C. Definitions. For the purposes of this Section 6.6, the following definitions apply:

1. "Days" refers to working days of the Federal Government.
2. "File" or "submit" refers to the date of receipt by FTA.
3. "Interested party" means an actual or prospective bidder or offeror whose direct economic interest would be affected by the award of the contract or by failure to award the contract.
4. "Bid" includes the term "offer" or "proposal" as used in the context of negotiated procurements.

D. Time for filing.

1. Protestors shall file a protest with FTA not later than five days after a final decision is rendered under the grantee's protest procedure. In instances where the protestor alleges that the grantee failed to make a final determination on the protest, protestors shall file a protest with

- FTA not later than five days after the protestor knew or should have known of the grantee's failure to render a final determination on the protest.
2. Grantees shall not award a contract for five days following its decision on a bid protest except in accordance with the provisions and limitations of subparagraph H. After five days, the grantee shall confirm with FTA that FTA has not received a protest on the contract in question.
- E. Submission of Protest to FTA
1. Protests shall be filed with the appropriate FTA Regional Office with a concurrent copy to the grantee.
 2. The protest filed with FTA shall:
 - (a) Include the name and address of the protestor.
 - (b) Identify the grantee, project number, and the number of the contract solicitation.
 - (c) Contain a statement of the grounds for protest and any supporting documentation. This should detail the alleged failure to follow protest procedures or the alleged failure to have procedures and be fully supported to the extent possible.
 - (d) Include a copy of the local protest filed with the grantee and a copy of the grantee's decision, if any.
- F. Grantee response.
1. FTA shall notify the grantee in a timely manner of the receipt of a protest. FTA shall instruct the grantee to notify the contractor of the protest if award has been made or, if no award has been made, to notify all interested parties. The grantee shall notify all who receive such notice that they may communicate further directly with FTA.
 2. The grantee shall submit the following information within the timeframe specified by FTA:
 - (a) A copy of the grantee's protest procedure;
 - (b) A description of the process followed concerning the protestor's protest; and
 - (c) Any supporting documentation.
 3. The grantee shall provide the protestor with a concurrent copy of the above submission.
- G. Protestor comments. The protestor must submit any comments on the grantee's submission not later than ten days after the protestor's receipt of the grantee's submission and must provide the grantee a concurrent copy of the submission.
- H. Withholding of Award. When a protest has been timely filed with the grantee before award, the grantee shall not make an award prior to five days after the resolution of the protest, or if a protest has been filed with FTA, during the pendency of that protest, unless the grantee determines that:
1. The items to be procured are urgently required;

2. Delivery or performance will be unduly delayed by failure to make the award promptly; or
3. Failure to make prompt award will otherwise cause undue harm to the grantee or the Federal Government.

In the event that the grantee determines that the award is to be made during the five-day period following the local protest decision or the pendency of a protest, the grantee shall notify FTA prior to making such award. FTA will not review the sufficiency of the grantee's determination to award during the pendency of a protest prior to FTA's bid protest decision. FTA reserves the right not to participate in the funding of any contract awarded during the pendency of a protest.

I. FTA Action

Upon receipt of the submissions, FTA may request further information or a conference among the parties, and will render a decision on the protest.

11.RFP RESPONSE SUBMITTAL CHECKLIST

Supplier shall submit a proposal in the following format:

1. Contractor shall create one original proposal (so labeled "original") with original signature and two (2) identical copies (a total three (3) proposal submittals).
2. The original proposal shall be submitted in a three-ring binder of sufficient size to contain response.
3. The original and two (2) identical copies shall be sent to the RFP Contact at the address shown in Section 2(C), on or before the specified due date and time shown in Section 2(A) within packaging of sufficient size to hold all proposal submittals.
4. SAM's RFP name and number, associated with our project, must be shown on the lower left-hand corner of the box.
5. The original shall be indexed with tabs as follows:

Tab 1: RFP Cover Sheet	<input type="checkbox"/>
Tab 2: Introduction, Instructions and Information	<input type="checkbox"/>
Tab 3: Scope of Services Narrative	<input type="checkbox"/>
Tab 4: Questions	<input type="checkbox"/>
Tab 5: Pricing Schedule	<input type="checkbox"/>
Tab 6: Required Forms for Submittals	<input type="checkbox"/>
Tab 7: Compliance with Proposal Specifications	<input type="checkbox"/>

Note: SAM's checklist is intended, primarily, as an aid to Suppliers in providing a response to this RFP. Supplier retains the sole responsibility for accuracy and conformance of response submittals.

12. STATEMENT OF NO PROPOSAL

City of Sandy Transit Department
16610 Champion Way, Sandy, OR 97055
503.489.0925 Fax 503.826.0618
Email ahowell@ci.sandy.or.us

TO OUR BIDDERS LIST SUPPLIERS: Failure to respond to this request for proposal may result in suspension of your firm's participation from the solicited item(s)/service. If your firm does not wish to propose a price for the solicited items/service, the "Statement of No Proposal" must be signed and returned to Sandy Transit Operations Office by the proposal due date in order to remain on the bidder's list.

STATEMENT OF NO PROPOSAL

NAME OF PROPOSAL: _____ OPENING DATE: _____

- 1. _____ Specifications too "tight", i.e. geared toward one (1) brand or manufacturer only
2. _____ Specifications are unclear. (Explain below)
3. _____ We are unable to meet specifications.
4. _____ Insufficient time to respond to the Request for Proposal.
5. _____ Our schedule would not permit us to perform within the required time.
6. _____ We do not offer this product or service.
7. _____ Remove us from your bidders list for this particular commodity or service.
8. _____ Please keep our name on your bidder's list for future reference.
9. _____ Other (specify below).

FURTHER REMARKS: (e.g. name change, address, phone or FAX change)

COMPANY: _____ DATE: _____

NAME: _____ TITLE: _____

SIGNATURE: _____

13. ADDITIONAL NOTES