

HRDC/STREAMLINE

**Request for Bids
For
Transportation Services**

2024/2025

**HRDC/STREAMLINE
REQUEST FOR BIDS
FOR
TRANSPORTATION SERVICES**

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**HRDC/STREAMLINE
REQUEST FOR BIDS
FOR
TRANSPORTATION SERVICES**

NOTICE TO TRANSPORTATION CONTRACTORS

Notice is hereby given that the HRDC/STREAMLINE Transportation hereinafter referred to as Streamline, will receive sealed bids up to but not later than 4:00 P.M., MDT, Monday, May 13th, 2024 for furnishing transportation services in the greater Bozeman Area.

Each bid must contain a completed Cost Bid Form, Bid Questionnaire, any proposed modifications to the Contract for furnishing transportation services, and include the prescribed amount of Bid Security in an acceptable form and evidence of insurance or insurability. The Cost Bid shall be submitted on the Bid Form, which is included in the Request For Bids (RFB) Package. Bids shall be received at:

HRDC/STREAMLINE
32 South Tracy
Bozeman, Montana 59715

Any bid received after 4:00 P.M., MDT, Monday, May 13th, 2024 will not be accepted.

Lawful monies of the United States, a cashier's check, certified check, bank money order or bank draft drawn and issued by a national banking association located in the state of Montana or by any banking corporation incorporated under the laws of the state of Montana; or a bid bond executed by a surety corporation authorized to do business in the state of Montana must accompany the sealed bid in the amount of ten percent (10%) of the proposed base price. All security deposits received must be payable to HRDC/Streamline and will be refunded when a contract is let.

HRDC/STREAMLINE reserves the right to reject any and all bids and to waive any irregularities.

**HRDC/STREAMLINE
REQUEST FOR BIDS
FOR
TRANSPORTATION SERVICES**

Terms and Conditions

A. Use of STREAMLINE Documents

1. Bids must be submitted on forms or in the format provided by STREAMLINE. No alteration to the STREAMLINE forms will be permitted, including substitutions, additions or deletions, without written consent of STREAMLINE. Reproduction of STREAMLINE documents is permitted, as long as reproduced copies are exactly the same in size, format and content as forms prepared by STREAMLINE. Any bid submitted in altered form may result in rejection of such bid at the option of STREAMLINE. One (1) original and four (4) copies of the bid must be submitted.
2. STREAMLINE bid documents include:
 - a. Notice to Transportation Contractors (page 1)
 - b. Terms and Conditions (pages 2 - 8)
 - c. Bid Questionnaire (pages 9 - 18)
 - d. Signature and Addenda Receipt Certification (page 19)
 - e. Cost Bid Form (pages 20-21)
 - f. Transportation Contract (pages 22 - 36)
 - g. District Transportation Data (page 37)
 - h. Federal Clauses (page 38 - 76)

B. Inspection of Documents

1. Each bus contractor (CONTRACTOR) receiving forms prepared by STREAMLINE is responsible for inspection of STREAMLINE documents for missing or illegible pages, or other indication of incomplete information provided to the CONTRACTOR.
2. The failure or neglect of any CONTRACTOR to receive or examine any contract document, form instrument, addendum, or other document shall in no way relieve any CONTRACTOR from obligations with respect to his or her bid. The submission of a bid shall be taken as prima facie evidence of compliance with this section.
3. Receipt of addenda to the bid documents by a CONTRACTOR must be acknowledged on the bid or by letter or fax received before the time the bids are due.

C. Submitting Bids

Bids must be received by HRDC/STREAMLINE no later than 4:00 P.M., MDT, Monday, May 13th, 2024 at:

HRDC/STREAMLINE
32 South Tracy
Bozeman, MT 59715

Any bid received after the time stated above will be returned unopened.

4. One (1) original and four (4) copies of the bid must be submitted.
5. Each bid must be submitted in an envelope marked with the CONTRACTOR'S name and address and the words "2024 HRDC/STREAMLINE Transportation Bid" and must contain:
 - a. Cost Bid Forms
 - b. Bid Security
 - c. Completed Bid Questionnaire
 - d. Proposed changes to the Transportation Contract (if no proposed changes are submitted, STREAMLINE will assume that the CONTRACTOR is committed to providing service exactly as described within the Contract as it is written).
6. STREAMLINE reserves the right, as their interest may require, to revise or amend the specifications prior to the date set for opening bids. Such revisions and amendments, if any, will be announced by an addendum or addenda to this Request for Bids. If the revisions and amendments are of a nature which require material changes in quantities or prices proposed, or both, the date set for opening bids may be postponed by such number of days as the opinion of STREAMLINE will enable CONTRACTORS to revise their bids. In such cases, the addendum will include an announcement of the new date for opening bids.

D. Written Inquiries and Addenda

Questions or suggestions about this invitation shall be in writing and delivered by mail, by facsimile, by electronic mail (e-mail), or in person to:

HRDC/STREAMLINE
Attention: Sunshine Ross
32 South Tracy
Bozeman, MT 59715
(406) 587-2434/ Fax 582-8499
E-mail: sross@thehrdc.org

STREAMLINE must receive all such written questions or suggestions no later than 4:00 P.M., MDT, Monday, May 13th, 2024. Earlier submission of questions or suggestions is encouraged.

STREAMLINE, at its option, may answer any written questions received and/or may elect to revise any part of this invitation by a written addendum delivered to each potential CONTRACTOR.

STREAMLINE will consider no telephone or in-person inquiries regarding this bid. In the event that a CONTRACTOR attempts to contact any trustee or employee of STREAMLINE in any manner contrary to the above requirements, said CONTRACTOR may be disqualified from further consideration. This provision does not apply to telephone calls to STREAMLINE asking for directions for delivery of bids and/or delivery of written questions about the bid.

E. Erasures or Corrections to Entries

1. The bid submitted must not contain any erasures, strikeouts or other corrections of entries that impair accurate interpretation of the entry and understanding of the bid.
2. If correction of an unintended entry is desired, such correction must be legible and clearly authenticated by initials of the person signing the bid. Illegible or unauthenticated corrections may result in rejection of the bid at the option of STREAMLINE.

F. Withdrawal or Amendment of Submitted Bid

1. Any bid that has been submitted may be withdrawn prior to the scheduled time for opening of bids. A request to withdraw a bid must be in writing and be received by STREAMLINE prior to the scheduled time for opening of bids.
2. No amendment, addendum or modification will be accepted after a bid has been submitted to STREAMLINE. If a change to a bid that has been submitted is desired,

the submitted bid must be withdrawn and the replacement bid submitted prior to the time scheduled for opening of bid.

3. No CONTRACTOR may have more than one bid on file with STREAMLINE.
4. After the scheduled time for opening of bids, bids may not be withdrawn for ninety (90) days.

G. Bid Security

1. Lawful monies of the United States; a cashier's check, certified check, bank money order or bank draft drawn and issued by a national banking association located in the state of Montana or by any banking corporation incorporated under the laws of the state of Montana; or a bid bond executed by a surety corporation authorized to do business in the state of Montana must accompany the sealed bids in the amount of 10% of the proposed base price. All security deposits received must be payable to HRDC/STREAMLINE and will be refunded except when a contract offered by STREAMLINE is rejected by the selected CONTRACTOR.
2. Bid security received by STREAMLINE will be returned within ten (10) days of STREAMLINE'S rejection of the CONTRACTOR'S bid.
3. If a bid is accepted by STREAMLINE and contract offered pursuant to terms of the invitation, but the CONTRACTOR does not execute a contract within fifteen (15) days from the date of offer of a contract, STREAMLINE may declare such CONTRACTOR'S bid security forfeited to STREAMLINE.

H. Transportation Contract Document

Any CONTRACTOR may suggest modifications to the proposed form of Contract included with this request. CONTRACTORS should make all reasonable efforts to provide those suggestions not later than May 13th, 2024. STREAMLINE may, at its option, choose to modify the Contract, or it may elect to enforce the form of the enclosed Contract without modification. By submitting a bid, each CONTRACTOR acknowledges that if they are selected, STREAMLINE may obligate them to execute the Contract in the form enclosed without modification. Any bid that is conditioned upon STREAMLINE'S acceptance of revisions to the enclosed form of Contract may be rejected.

I. Evaluation and Award of Contract

The award of contract will be made in accordance with the following procedures.

1. **Written Evaluation.** STREAMLINE will evaluate written documents. Written documents will be initially screened for completeness and those written documents will be evaluated using the following criteria, which are not listed in any order of weight or priority:
 - a. Firm Experience
 - b. Management Capability
 - c. Financial Condition
 - d. Hiring Procedures
 - e. Safety Program
 - f. Training Program
 - g. Maintenance Program
 - h. Extra Service Provided

All data and information in the written documents will be subject to verification and consideration.

2. **Site and/or References Evaluation.** STREAMLINE may conduct one or more site evaluations. As well, STREAMLINE may contact any references provided by the CONTRACTOR, and/or other clients served by the CONTRACTOR.

Reference evaluation criteria, not listed in any order of weight or priority, are as follows:

- a. Personnel
- b. Fleet Quality
- c. Customer References
- d. Record Keeping
- e. Application of Written Procedures

By submitting a bid, each CONTRACTOR agrees to make selected personnel available to STREAMLINE evaluation upon reasonable notice.

3. **Management Interviews.** STREAMLINE may interview the person whom the CONTRACTOR intends to have as General Manager of the CONTRACT and the person who serves as his/her immediate supervisor.

The management interview criteria, in no particular order of weight or priority, are as follows:

- a. Qualifications and Experience
- b. Management Concepts

- c. Job Knowledge
- d. Customer References
- e. Responsiveness During Interview

3. **Cost Bid.** The Cost Bid is for a base per service hour rate for the contract. The bid is a bid that includes drivers as well as vehicle insurance, management and dispatching. The total estimate for the contract cost must be calculated using the Transportation Cost Bid Forms provided in this Request for Bids package. A separate form is included regarding maintenance.
4. **Bid Selection.** STREAMLINE will select the best overall bid based on a combination of the cost bid, written bid, site and/or reference evaluations and management interviews and other factors STREAMLINE deems relevant. Please see page 18 for complete bid evaluation process.
STREAMLINE will review bids and determine if discussions are necessary with responsible CONTRACTORS.
5. **Timing of events.** Bids will be opened Thursday, May 14th 2024 by STREAMLINE at HRDC, 32 South Tracy, Bozeman, Montana. STREAMLINE will select a CONTRACTOR on or about May 17th, 2024.

J. Rejection of Bids and Waiver of Irregularities

STREAMLINE reserves the right to reject any or all bids and to waive any irregularities in any bid or the bid process.

K. Obtaining Information

1. **Outside Sources.** STREAMLINE reserves the right to obtain without notice, from any and all sources, information concerning a CONTRACTOR which STREAMLINE deems pertinent to this Request for Bids (RFB) and to consider such information in evaluating the CONTRACTOR'S bid.
2. **Inspections.** STREAMLINE reserves the right to make on-site inspections of the CONTRACTOR'S installations and facilities, which STREAMLINE deems pertinent and necessary to evaluate the bid and to consider any information received from such inspection in evaluating the CONTRACTOR'S bid.

L. Bid Costs

STREAMLINE shall not be liable for any cost incurred by a CONTRACTOR in the preparation or delivery of its response to this RFB or for any other costs incurred because of this RFB.

M. Bid Disclosure

1. The bids shall be deemed public records. In the event that a CONTRACTOR desires to claim that portions of its bid are exempt from disclosure, based upon the CONTRACTOR'S right to privacy, it is incumbent upon the CONTRACTOR to identify those portions. The CONTRACTOR must identify the particular exemption(s) from disclosure and the contended justification for exemption upon which it is making its claim. Each answer, or part thereof, claimed to be exempt from disclosure must be clearly identified by the word "confidential".
2. STREAMLINE will consider a CONTRACTOR'S request(s) for exemption from disclosure. However, STREAMLINE will not be bound by the assertion that an answer contains exempt material. An assertion by a CONTRACTOR that an entire volume of its bid is exempt from disclosure will not be honored.
3. Until STREAMLINE makes a recommendation resulting from this RFB, no employee, agent or representative of any CONTRACTOR shall make available or discuss its bid with any officer or any employee, agent or representative of STREAMLINE , unless specifically allowed to do so in this RFB or in writing by STREAMLINE for the purposes of clarification, evaluation and/or negotiation.

N. Protest Procedures

Any actual or prospective CONTRACTOR showing a substantial economic interest in this contract, who is aggrieved in connection with the solicitation or award of this contract, may protest to STREAMLINE in accordance with the procedures set forth herein. Protests based on the specifications or other terms in this bid document shall be submitted not later than May 6th, 2024. Protests based on other circumstances shall be submitted no later than two (2) calendar days after STREAMLINE'S recommendation to award a contract, provided however that in no event shall a protest be considered after the award of this contract.

In order to be considered, the protest shall be submitted in writing, and shall include: (1) the name and address of the aggrieved person; (2) the bid title; (3) specific grounds for the protest and any supporting documentation; and (4) the specific ruling or relief requested. The written protest shall be addressed to the Chair, HRDC/STREAMLINE Transportation Board. The Chair will respond in writing to the protest. The decision of the Chair shall be final and conclusive.

O. Notification

CONTRACTORS whose bids have not been selected will be notified in writing at the address given in the bid.

**HRDC/STREAMLINE TRANSPORTATION
TRANSPORTATION BID QUESTIONNAIRE**

To the Contractor:

The following questionnaire is a part of this Request for Bids. The information provided herein will be used for evaluating the qualifications of the Contractor to perform the work and services to be done. The questionnaire must be filled out accurately and completely and submitted with the other parts of your bid. Any errors, omissions or misrepresentations of the information may be considered as a basis for the rejection of the bid and may be grounds for the cancellation of any contract executed as a result of the Request for Bids.

Where space is not provided for an answer, or your answer will not fit in the space provided, please attach additional sheets marked with the questions they address.

If you expect your firm's policies or practices to change from those it currently uses if your firm is awarded this contract, you must make explicit the policies and practices your firm will follow as it provides transportation services to STREAMLINE.

A. Description of Contractor's Organization

1. Name, address and telephone number of legal entity with whom the contract would be written and all trade names/assumed names and the states wherein those trade names/assumed names are used and a list of all states in which the CONTRACTOR is qualified to do business and the nature of the business done in each state.

2. Name, address and telephone number of each of the CONTRACTOR'S principal officers (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.) and each owner of five percent or more of the equity interest in the CONTRACTOR; and if the CONTRACTOR is a subsidiary, each owner of five percent or more of the equity interest in the parent entity.

Type of Entity

State of Residence

4. Federal Employer ID and, if applicable, include all state Registration Numbers, Industrial Insurance Registration and Unemployment Compensation Insurance numbers. (NOTE: All State of Montana registering must be complete prior to the execution of a contract with the successful CONTRACTOR).

5. If any party named above is or was an employee of STREAMLINE in the past six (6) months, indicate his/her job title, and, if applicable, separation date.

6. If any owner or key employee of the CONTRACTOR is related by blood or marriage to any HRDC/Streamline employee or trustee or has a close personal relationship to any HRDC/Streamline employee or trustee, indicate each key employee and HRDC/Streamline employee.

7. Provide the complete criminal conviction record, if any, of all parties named in 1 or 2 above.

B. Nature of Operations

1. List all transportation permits (City and State) under which you currently operate.

<u>State</u>	<u>License Number</u>	<u>Description</u>
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2. State the number of years you have been engaged in general public transportation services (charter or general "transit" services):

_____	_____	In the State of Montana
_____	_____	Outside the State of Montana
_____	_____	Total Years Experience

C. Management of the Service

Streamline strongly believes that the individual holding the position of General Manager is critical to the provision of consistent and high quality transportation services. List the candidates proposed for assignment to Streamline Services. If your firm is awarded this Contract, you will be expected to assign the person you have proposed unless Streamline has specifically rejected your proposed candidate. If your firm is awarded this Contract, you may, with the written permission of Streamline, substitute individuals not named in this bid.

1. For the individual you propose as a potential General Manager to be assigned to Streamline Services, please provide the following information:

a. Name of the proposed General Manager:

b. Tenure with your firm in years:

c. Experience in related positions within your firm or with other firms in years:

2. Please provide an organization chart of your firm, as it would relate to Streamline Services. (It should give a clear understanding of the number of layers in your firm, and the lines of accountability).

D. Driver Personnel

1. State the number of bus drivers you now have in your regular employ: _____

2. How/where does your firm recruit drivers?

3. What methods do you use to screen and select drivers from amongst the applicants? What information do you use and how do you gather it? What criteria or standards do you use, and for what reasons might you reject an applicant?

4. Do you check driver applicant references?

5. Do you do a criminal records check on all applicants? ____ Yes ____ No

Describe the records check and how they are used.

6. Do you do pre-employment drug and alcohol screening? ___ Yes ___ No

Describe the procedures used. If available, provide company policy.

7. For driver applicants, do you use any objective qualifications and driver testing procedures? If so, briefly describe the procedures, or provide samples of your testing material.

8. Are the Department of Motor Vehicles (DMV) driving records of all of your applicant drivers evaluated during the selection process?

9. How often are DMV records updated? Describe criteria and procedures used.

10. What is the current rate of annual turnover among drivers your firm employs?

11. Do you have driver training programs as a part of your current operational procedures?

12. Describe your current or proposed training program. Please describe the program components and content of your training program. If available, please provide the outline or course of study.

a. How long is the program?

b. Are driver applicants paid while they receive training? _____ Yes _____ No

c. Does your driver training program include winter/mountain conditions training?

Yes No

13. Describe your current or proposed driver motivation and discipline programs. How do the programs take into account, if at all: Safety, Absences, Tardiness, On Time Route Performance, Tenure on the Job, and Complaint

a. Do your motivation and discipline programs offer progressive rewards and penalties?

_____ Yes _____ No

b. Do drivers participate in defining and developing standards, rewards and penalties?

_____ Yes _____ No

c. What monetary rewards and penalties are offered?

d. What non-monetary rewards and penalties are offered?

e. Describe the criteria used to transfer or terminate drivers.

f. Describe what procedures you use for drug/alcohol screening on a continuing basis.

14. Describe the wage and benefit plan you would expect to implement for this contract.

E. Safety Program and Activities

1. If you have an established, continuing safety program, please describe the operation, contents and requirements of the program.

2. How often are safety meetings held?

3. Describe investigation procedures you use at the time of an accident.

What procedures do you use for drug/alcohol testing at the time of an accident? If available, provide the company policy/procedure.

F. Preventative Maintenance and Mechanical Repair

1. Do you have a formal, scheduled preventative maintenance program for vehicle fleets which your firm manages?

Yes No

Please provide samples of any checklists you use for each type of preventative maintenance program, and please describe below your methods of ensuring that each vehicle actually receives preventive maintenance within the scheduled interval.

2. Do you require any regular written reports from your drivers on the condition of their vehicle?

Yes No

Briefly describe and provide sample of these reports (including your bus checkout report form), and note their frequency.

3. Do you use any other methods of identifying defects in buses? Yes No

If yes, please describe.

4. How do you insure that, if serious safety related or potentially vehicle damaging defects are identified in a vehicle, the vehicle is immediately removed from service until such defects are corrected?

5. How do you insure that identified defects are generally corrected in a logical order and within a reasonable time?

6. Do you maintain and evaluate records of road failures? _____ Yes _____ No

7. What qualification and experience requirements do you have for your maintenance personnel (including mechanics)?

8. Please provide a list of other any other vehicles that could be placed on Streamline routes if a large number of Streamline buses are undergoing maintenance at the same time.

G. Insurance Data

Please include a copy of one or more insurance certificates currently held by your firm that include liability coverage, as well as property, casualty, theft, and fire coverage. The successful CONTRACTOR will be required to provide a certification of your firm's insurability pursuant to the Contract.

H. Financial and Legal Data

1. Submit a Balance Sheet and Profit and Loss Statement for the years 2021, 2022 and 2023.

2. Has the CONTRACTOR, a subsidiary or intermediary company, parent company or holding company had a contract terminated for default in the last five (5) years? Termination for default is defined as notice to stop performance delivered to the CONTRACTOR because of the CONTRACTOR'S nonperformance and the issue of nonperformance has been either (a) not litigated due to inaction on the part of the CONTRACTOR, or (b) litigated and determined that the CONTRACTOR was in default.

_____ Yes _____ No

If yes, please explain.

3. Has the CONTRACTOR, a subsidiary or intermediary company, parent company or holding company been the subject of any order, judgment or decree of any federal or state authority barring, suspending or otherwise limiting its right to engage in any business, practice or activity?

_____ Yes _____ No

If yes, please explain.

I. Implementation Plan

Please provide a plan and schedule for implementing the Contract should your firm be selected. Your schedule and plan should address:

1. Inspection of community and routes.
2. Recruitment/relocation, if necessary, of management and supervisory personnel.
3. Selection, any necessary training, and employment of drivers.
4. Employee orientation, especially to STREAMLINE'S routes and schedules.

J. Other Relevant Information (optional)

Please provide any other information or data which shows the experience and qualifications of your firm, and/or which ensures that your firm will provide consistent and high quality transportation services to STREAMLINE.

You may also submit any additional services your firm offers in the performance of general public transportation, including charter services.

K. SELECTION CRITERIA

References		20 points possible
Category		Point Value
A.	References Included with Offeror's Response	5
B.	Reference's Indicate Offeror's Ability to Perform Duties of Contract	15

Resumes/Company Profile and Experience		45 points possible
Category		Point Value
A.	Years of Experience	15
B.	Staff Qualifications	15
C.	Examples of Work with Transit	15

Method of Providing Services		25 points possible
Category		Point Value
A.	Safety Record	10
B.	Work Plan	10
C.	Reporting Methods	5

Cost Proposal		10 points possible
Category		Point Value
A.	Cost Proposal – Section A	5
B.	Cost Proposal – Section B	5

The lowest cost (Section A and B) will receive full points.

Lowest Responsive Offer Total Cost/Revenue

_____ X Number of available points = Award Points

This Offeror's Total Cost/Revenue

HRDC/STREAMLINE TRANSPORTATION

SIGNATURE AND ADDENDA RECEIPT CERTIFICATION

I, the undersigned, hereby certify that I am a representative of the below named firm, and am duly authorized to execute contracts on behalf of the firm. I further hereby certify that all of the information presented in answer to the questions contained in this Bid/Questionnaire is complete and accurate to the best of my knowledge. I understand that if STREAMLINE awards a contract for transportation services to my firm, it does so in reliance upon the information set forth and commitments made within this questionnaire.

Name of Firm

Signature of Authorized Agent

Typed Name of Authorized Agent

Title

Date

My initials below certify receipt of the addenda to the request for bids.

____ Addenda #1

____ Addenda #3

____ Addenda #2

____ Addenda #4

**HRDC/STREAMLINE TRANSPORTATION
COST BID FORM FOR DRIVERS, MANAGEMENT, INSURANCE AND DISPATCHING**

A bid base price must be submitted. The CONTRACTOR must fill in all of the blanks of this BID FORM. Please enter this amount on the form below. The form may not be altered. **STREAMLINE reserves the right to require that the CONTRACTOR add or delete service hours to or from service at the rates specified below. The service hours required at the start and through the term of the Contract may be more or less than current service levels.**

A. Bid for Base Price per Service Hour

Base Price Per Service Hour Per Driver	X	Estimated Annual Service Hours	=	Estimated Base Price Fiscal 2025
	X		=	

Note: "Service hours" are defined as when a bus is in scheduled service from the first stop in the day until the last stop in the day. Scheduled breaks in service that are 30 minutes or longer are not counted as "service hours".

Total Estimated Service Base Price \$ _____ *

* Bid security must equal 10% of this amount.

THE UNDERSIGNED HAS READ AND FULLY UNDERSTANDS THE INVITATION TO SUBMIT BIDS, TERMS AND CONDITIONS, CONTRACT, AND ALL OTHER PARTS OF THE BID PACKAGE.

WE ARE AWARE OF THE PROVISIONS OF THE LABOR CODE THAT REQUIRE EVERY EMPLOYER TO BE INSURED AGAINST LIABILITY FOR WORKERS' COMPENSATION OR TO UNDERTAKE SELF-INSURANCE IN ACCORDANCE WITH THE PROVISIONS OF THAT CODE, AND WE WILL COMPLY WITH SUCH PROVISIONS BEFORE COMMENCING ANY WORK UNDER A CONTRACT WITH THE DISTRICT.

BID SECURITY IN THE AMOUNT OF 10% OF THE PROPOSED 2024 - 2025 BASE COST IS ENCLOSED WITH THE COST.

Signature of Authorized Agent

Business Telephone Number

City State, and Zip Code

Date Signed

**HRDC/STREAMLINE TRANSPORTATION
COST BID FORM FOR MAINTENANCE AND PARTS**

STREAMLINE may have the CONTRACTOR perform maintenance on the buses used in conjunction with the transit service. Please enter the information in the form below if you intend to offer maintenance services. If offering maintenance services, you must enter the price charged per hour of maintenance labor, and enter the mark-up (as a percentage) that you will charge for parts used during the maintenance process. If you do not want to offer maintenance services, please indicate so by checking the appropriate note. The form may not be altered. **STREAMLINE reserves the right to select the appropriate vendor for maintenance on the buses, and does not guarantee that the CONTRACTOR will perform all maintenance on the buses.**

Bid for Price per Hour of Maintenance Labor: \$ _____

Bid Price for Mark-up on Parts: _____ %

CONTRACTOR will not offer maintenance services : _____ (Check Here)

THE UNDERSIGNED HAS READ AND FULLY UNDERSTANDS THE INVITATION TO SUBMIT BIDS, TERMS AND CONDITIONS, CONTRACT, AND ALL OTHER PARTS OF THE BID PACKAGE.

WE ARE AWARE OF THE PROVISIONS OF THE LABOR CODE THAT REQUIRE EVERY EMPLOYER TO BE INSURED AGAINST LIABILITY FOR WORKERS' COMPENSATION OR TO UNDERTAKE SELF-INSURANCE IN ACCORDANCE WITH THE PROVISIONS OF THAT CODE, AND WE WILL COMPLY WITH SUCH PROVISIONS BEFORE COMMENCING ANY WORK UNDER A CONTRACT WITH THE DISTRICT.

Company Name

Signature of Authorized Agent

Address

Business Telephone Number

City, State and Zip Code

HRDC/STREAMLINE TRANSPORTATION CONTRACT

This Contract is made this ____ day of _____, 2024 between the HRDC/STREAMLINE, hereinafter referred to as STREAMLINE and _____, hereinafter referred to as the CONTRACTOR.

W I T N E S S E T H:

WHEREAS, STREAMLINE has authority to contract with private operators for provision of public transportation services; and

WHEREAS, CONTRACTOR has represented that it has the necessary expertise, personnel and other resources; and

WHEREAS, STREAMLINE desires to procure from a private contractor the services described herein and CONTRACTOR desires to provide such services to STREAMLINE under the terms and conditions hereinafter contained;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the parties agree as follows:

1. TERM OF CONTRACT

This Contract shall be for a rolling period of twelve months (with an option to renew) commencing on July 1, 2024 and ending on June 30, 2025, unless terminated earlier in accordance with the terms of this contract, by written agreement of the parties, or otherwise as allowed by law. Transportation shall be required on the days as set by STREAMLINE. By no later than May 1, 2024, the parties shall begin negotiations to determine whether this Contract shall be renewed. If the parties agree that it shall be renewed, the agreement shall be in writing, which shall be an Addendum/Stipulation to continue the relationship between the parties according to the terms so this Contract. The parties recognize the requirements of Section 18-4-313, MCA and agree to abide by its terms regarding time limitations for the total contract period (currently seven (7) years). The CONTRACTOR also recognizes that any possible renewal is dependent upon legislative appropriations.

2. AUTHORIZED DISTRICT REPRESENTATIVE

The Transportation Service provided shall be subject to the recommendation, approval and administration by the Chair of the Gallatin Valley Urban Transportation Board or their Designated Representative.

3. SCOPE OF THE CONTRACT

The CONTRACTOR shall, during the period hereinafter set forth, maintain the STREAMLINE bus fleet and provide STREAMLINE with drivers to transport conveniently and safely all persons designated by STREAMLINE to be served under the provisions of this Contract. Such transportation shall be provided for each designated day that the service operates and in accordance with bus routes and schedules submitted by STREAMLINE.

STREAMLINE reserves the right to revise or change any and all bus routes within the scope of the hours and miles defined by this Contract to best suit its needs at any time before or during the year. In the event additional routes and/or hours are scheduled STREAMLINE will provide 90 day notice to the CONTRACTOR. In furnishing Transportation Service, the CONTRACTOR agrees to comply with and observe all of the provisions of the State of Montana Motor Vehicle Code and all other applicable laws, rules and regulations prescribed.

The CONTRACTOR and STREAMLINE will work together to provide ongoing, job specific and relevant training for drivers, dispatchers, and/or other staff interacting with the public on behalf of STREAMLINE, Such ongoing training may include customer service, diversity, equity, and inclusion, passenger securement, safety and any other industry standard/best practices training deemed necessary or appropriate by STREAMLINE. The cost of any training required by STREAMLINE will be covered by STREAMLINE.

The CONTRACTOR and STREAMLINE agree to the Minimum Service Levels of the following:

- Hourly Service on four (4) fixed routes within Bozeman (weekdays and weekends, excluding major holidays)
- ½ Hour Frequency service on three (3) fixed routes within Bozeman during peak commute times such as morning and evening (weekdays, excluding major holidays)
- Commuter service between Belgrade and Bozeman, five (5) times a day (weekdays, excluding major holidays)
- Seasonal commuter service between Livingston and Bozeman, twice a day (weekdays, excluding major holidays)
- Seasonal fixed route service between Bridger Bowl and Bozeman (weekends, excluding major holidays)
- LateNight fixed route service (currently suspended, pending staffing levels sufficient for service needs)

Failure to regularly meet the Minimum Service Levels will be deemed in non-compliance and may result in a 30 day to notice to correct.

The CONTRACTOR will make every effort possible to operate the above Minimum Service Levels consistently. The CONTRACTOR will maintain constant, consistent communication with STREAMLINE regarding unforeseen service delays and/or interruptions, changes to normal equipment used on routes. STREAMLINE will convey relevant changes and/or updates to the public.

4. EQUIPMENT

At all times during this Contract, the buses used pursuant to this Contract shall meet the minimum standards and specifications as set by the United States Department of

Transportation and the State of Montana. Additionally, all such buses shall meet and comply with any and all regulations or requirements of any agency of the State of Montana and any agency of the Federal Government.

All buses used pursuant to this Contract shall be inspected as required by Montana Law and may be inspected by STREAMLINE at all times. All buses shall be kept in a clean and sanitary condition and will receive an interior cleaning at least once a day, and an exterior cleaning at least once per week. Exterior cleanings may need to be more frequent during times of inclement weather, so that the exterior is always clean at the beginning of the day.

The CONTRACTOR agrees to lease fifteen (15) vehicles from STREAMLINE for \$1.00 per year for a total of fifteen (15) dollars.

All buses shall be mechanically maintained according to a standard agreed upon by the CONTRACTOR and STREAMLINE. CONTRACTOR shall conduct all minor maintenance and repair work on site. Any major maintenance or repairs that are subject to sub-contracting will be billed directly to STREAMLINE by the sub-contractor. Advanced notice to STREAMLINE is required prior to subcontracting any work or on "in house" work when the estimate exceeds \$5,000.

CONTRACTOR shall keep all buses clean and free of body damage including minor dents and paint scrapes of a cosmetic nature, all repairs to be made within fifteen (15) days of occurrence. CONTRACTOR shall clean bumpers and wheels as needed to maintain a fresh, clean appearance. STREAMLINE reserves the right to require the CONTRACTOR to assign a given bus to a different route or to require the CONTRACTOR to remove the bus from service on this Contract.

The CONTRACTOR shall maintain two-way radio communication with the buses. In addition, the CONTRACTOR shall provide and maintain two handheld radios to be utilized by STREAMLINE.

Only buses that meet ADA requirements will be used on all routes.

STREAMLINE may advise the CONTRACTOR that advertising will be placed on the interior of the buses. The CONTRACTOR agrees that it will assist STREAMLINE in the placement of advertisements in the buses operated as part of the Contract.

The buses currently used for the purposes may be stored at a facility constructed by STREAMLINE at 1812 N. Rouse. The CONTRACTOR is responsible to ensure that the facilities are returned in a similar manner, normal wear and tear excluded. This facility does not have the capacity for maintenance of buses.

5. BUS DRIVER QUALIFICATIONS

Drivers must be able to communicate effectively orally and in writing. STREAMLINE places upon the CONTRACTOR full responsibility for assuring such qualities in personnel. The CONTRACTOR shall not allow any person to drive a bus whose conduct might in any way expose any person to any impropriety of word or conduct whatsoever, nor shall the

CONTRACTOR allow any person to drive a bus who is not mentally and emotionally stable. STREAMLINE will be fully informed of all assignments of drivers to routes and STREAMLINE reserves the right to approve the assignment and continuation of a driver. Drivers shall maintain a neat and clean appearance at all times while providing service for this Contract.

CONTRACTOR shall ensure that, prior to and at all times while serving as a bus driver under this Contract, all drivers shall be licensed and certified according to the Montana Law. Proof of such certification shall be provided to STREAMLINE by the CONTRACTOR prior to and at all times while a driver is transporting individuals pursuant to this Contract.

CONTRACTOR shall provide STREAMLINE access to motor vehicle checks both prior to hire and periodic checks, not less than once annually, for all bus drivers. CONTRACTOR will not hire any bus driver without approval from STREAMLINE. CONTRACTOR will notify STREAMLINE immediately upon learning of a driver's traffic violation. STREAMLINE reserves the right to require removal of a driver based on traffic violations.

All drivers employed by the CONTRACTOR shall be required to attend an annual orientation bus drivers' clinic scheduled by the CONTRACTOR and under the direction and joint coordination of STREAMLINE and the CONTRACTOR. The CONTRACTOR is responsible for all costs associated with such meetings, clinics and classes and shall maintain records of the attendance of all drivers at such meetings, classes and clinics. Drivers shall be compensated by the CONTRACTOR for these mandatory meetings, classes, and clinics at no additional cost to STREAMLINE.

All drivers will be required to submit a rider count including the number of individuals riding that day and a mileage log listing the odometer reading of each bus at the beginning and end of the day. Due to the importance of these counts, Streamline will not pay for any route which does not include an electronic or hand count.

The CONTRACTOR will provide STREAMLINE a copy of a certification of insurance showing worker's compensation coverage.

6. OPERATIONAL PERSONNEL

Operational personnel are defined as those individuals directly involved in the control, supervision, maintenance and investigation of daily bus operations and procedures. The extent and coverage of STREAMLINE'S transportation needs requires certain personnel available to assure the safety and success of these functions. The CONTRACTOR shall ensure a minimum number of personnel shall be maintained during the term of this Contract to ensure the safety and success of daily operations. STREAMLINE reserves the right to approve the assignment and continued service of all operational personnel. The CONTRACTOR will provide a full time dispatcher whenever Streamline is in service. An exception will be made for the late night service.

7. LIABILITY INSURANCE

At all times during the term of this Contract, STREAMLINE shall maintain in force general liability and comprehensive automobile liability insurance with an insurance company

licensed in the State of Montana. Such insurance shall have minimum liability limits as follows:

Liability for each occurrence (bodily injury and property damage combined)	\$5,000,000
No liability Medical for each person	\$5,000
Uninsured/Underinsured Motorist Coverage	\$5,000,000

Any applicable deductibles for damage will be the responsibility of the STREAMLINE.

The above-required insurance shall list STREAMLINE, its Board of Trustees, and its employees as additional insured.

STREAMLINE, with direction from the insurance provider, reserves the right to approve and/or remove bus drivers with multiple traffic violations (see also section 5).

All policies of insurance required in this Contract shall contain a clause that said policy of insurance shall not be cancelable except by a 30 day written notice of cancellation from STREAMLINE.

8. INDEPENDENT CONTRACTOR

It is understood and agreed that the CONTRACTOR is not and shall not be held or deemed in any way to be an agent or employee of STREAMLINE and that in all operations said CONTRACTOR is and shall be considered an independent contractor.

9. INDEMNIFICATION

CONTRACTOR agrees to indemnify and hold STREAMLINE, its Board of Trustees, officers and employees harmless from any and all liability, claims, damages, causes of action and expenses, including attorney fees in defending any legal action, for damage to property or injury to or death of any person including employees of the CONTRACTOR or STREAMLINE, arising in connection with the operations or services provided by the CONTRACTOR.

10. BUS ROUTES AND SCHEDULING

STREAMLINE shall furnish the bus routes and operation time schedules to the CONTRACTOR (ATTACHMENT A). The CONTRACTOR shall not change the routes and time schedules set by STREAMLINE without the prior written approval of STREAMLINE. The CONTRACTOR may offer suggestions to STREAMLINE as to the composition of routes and schedules.

After STREAMLINE has established the bus routes and schedule, the CONTRACTOR and STREAMLINE shall agree as to the number of service hours within the schedule.

11. NOTICES

All notices called for or required or given pursuant to this Contract shall be transmitted by certified or registered mail or in person to:

1. Sunshine Ross
HRDC/STREAMLINE
32 South Tracy
Bozeman, MT 59715

2. XXXXXXXX

The above addresses shall be in effect until such time as either party shall notify the other party in writing of a change of mailing address for the purposes of this Contract.

12. ASSIGNMENT

The CONTRACTOR shall not be allowed to transfer, assign or subcontract any of its obligations under this Contract without prior written consent of STREAMLINE.

13. REPRESENTATIONS AND AMENDMENTS

This Contract represents the entire agreement and understanding of the parties hereto and supersedes all prior and contemporaneous agreements and understandings of the parties. This Contract may only be amended in writing by a document executed by both parties.

14. COMPENSATION

STREAMLINE shall pay the contractor the following base rate per service hour, per vehicle/driver:

- | | |
|-----------------------------------|--|
| <u>Operational Year</u> 2024/2025 | \$_____ per vehicle/driver
For Daytime and Belgrade |
| | \$_____ per vehicle/driver (prevailing wage)
For Livingston (seasonal) |
| | \$_____ per vehicle/driver
For LateNight and Weekend shift differential |
| | \$_____ per maintenance hour plus 18% on parts. |

To assist the parties in budgeting and otherwise assisting in the execution of this Contract, the total annual service hours for the bus routes shall be calculated in advance by April 1 of each year that this Contract is in place, by multiplying the total bus service hours determined pursuant to paragraph 10 above by the approximate number of days bus service will be required for each route. This calculation shall serve as a reasonable approximation of the amounts that will be requested by CONTRACTOR for payment, as discussed below. And it

is expected that the payment amounts that will be requested by the CONTRACTOR will closely mirror this approximation, notwithstanding maintenance costs.

The CONTRACTOR shall be paid monthly based upon the submission of monthly invoices setting forth in sufficient detail driver hours and maintenance, as verified by STREAMLINE, If STREAMLINE reasonably believes that it does not have sufficient verification from CONTRACTOR to justify the amount requested in any invoice, CONTRACTOR will immediately provide all necessary documentation to verify the amount requested in any invoice in order to be timely paid. Fuel will be a direct charge to STREAMLINE.

15. REDUCTION OF FUNDING

This contract is contingent upon the successful award of funding from the Montana Department of Transportation. If these funds are not appropriated or otherwise made available through the state budgeting process to support the continued performance of this contract (whether at an initial contract payment level or any contract increases to that initial level) HRDC shall terminate this contract as required by law. HRDC shall provide the CONTRACTOR the date the termination shall take effect. HRDC shall not be liable to CONTRACTOR for any payment that would have been payable had the contract not been terminated under this provision. As stated above, HRDC shall be liable to CONTRACTOR only for the payment, or prorated portion of that payment, owed to CONTRACTOR up to the date the termination takes effect. This is CONTRACTOR'S sole remedy. HRDC shall not be liable to CONTRACTOR for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

16. DEFAULT

In the event either party fails to comply with the terms, conditions or covenants contained in this Contract, the other party shall be entitled to any and all remedies available in law or in equity, including but not limited to specific performance, termination, injunction relief and monetary damages. It is understood and agreed that time is of the essence in this contract.

STREAMLINE, at its sole discretion, may terminate or reduce the scope of this contract if available funding is reduced for any reason. (See Mont. Code Ann. Section 18-4-313(4).)

In the event that the CONTRACTOR misses a published stop on the schedule without prior permission from STREAMLINE, and for any reasons other than Acts of God (weather, etc.), STREAMLINE may fine the CONTRACTOR a fee not more than twenty-five dollars (\$25) per occurrence. Further, if the CONTRACTOR fails to make a scheduled run of a route, STREAMLINE may fine the CONTRACTOR an amount equal to twice (two times) the base hourly rate established by this Contract.

If STREAMLINE personnel must provide route or community orientation, or other information on the services under this Contract to the CONTRACTOR'S personnel, due to a lack of training on the part of the CONTRACTOR, STREAMLINE shall charge the CONTRACTOR at a rate of fifty dollars (\$50) per hour for such orientation, training, etc.

If it becomes necessary for either party to bring suit to enforce their rights under this Contract

and if that party prevails in such action, the other party agrees to pay all of the costs of the action as allowed by the court, together with a reasonable attorney fee and collection costs for the prevailing party.

17. ACCIDENT/INCIDENT REPORTS

The CONTRACTOR shall immediately report to STREAMLINE any accidents or incidents while they are transporting individuals in regards to this Contract. A detailed written report of each such accident must be submitted by the CONTRACTOR to STREAMLINE CONTACT as soon as possible, and in any event, not later than two days after the date of such accident or incident.

18. LAWS AND REGULATIONS

The CONTRACTOR and CONTRACTOR'S employees shall obey and comply with all laws and regulations relating to buses, bus drivers and transporting the general public. The CONTRACTOR agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications. In accordance with State and Federal law STREAMLINE prohibits any and all discrimination and protections are all inclusive (hereafter "protected classes") by the persons performing the contract. (See Attachment A: MDT NONDISCRIMINATION AND DISABILITY ACCOMMODATION NOTICE)

19. NON-DISCRIMINATION NOTICE

During the performance of this Agreement, Contractor (hereafter in this Section "the Party"), for itself, its assignees and successors in interest, agrees as follows:

A) COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 FOR FEDERAL-AID CONTRACTS

- (1) Compliance with Regulations: The Party shall comply with all Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, 49 Code of Federal Regulations (CFR), Part 21, as they may be amended (hereafter referred to as the Regulations), which are incorporated by reference and made a part of this Agreement, even if only state funding is here involved.
- (2) Nondiscrimination: The Party, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of sex, race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Party shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Sec. 21.5.
- (3) Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations, whether by competitive bidding or negotiation by the Party for work to be performed under a subcontract,

including procurement of materials or leases of equipment, any potential subcontractor or supplier shall be notified by the Party of the Party's obligations under this Agreement and the Regulations relative to nondiscrimination.

- (4) Information and Reports: The Party will provide all reports and information required by the Regulations, or directives issued pursuant thereto, and permit access to its books, records, accounts, other sources of information and its facilities as may be determined by State or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with Regulations or directives. Where any information required of the Party is in the exclusive possession of another who fails or refuses to furnish this information, the Party shall so certify to the Department or the FHWA as requested, setting forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the Party's noncompliance with the nondiscrimination provisions of this Agreement, State may impose sanctions as it or the FHWA determines appropriate, including, but not limited to,
- (a) Withholding payments to the Party under the Agreement until the Party complies, and/or
 - (b) Cancellation, termination or suspension of the Agreement, in whole or in part.
- (6) Incorporation of Provisions: The Party will include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Party will take such action with respect to any subcontract or procurement as the State or the FHWA may direct to enforce such provisions including sanctions for noncompliance: Provided, however, that in the event the Party is sued or is threatened with litigation by a subcontractor or supplier as a result of such direction, the Party may request the State to enter into the litigation to protect the interests of the State, and, in addition, the Party or the State may request the United States to enter into such litigation to protect the interests of the United States.

B) COMPLIANCE WITH THE MONTANA GOVERNMENTAL CODE OF FAIR PRACTICES, SEC. 49-3-207, MCA

In accordance with Section 49-3-207, MCA, the Party agrees that for this Agreement all hiring will be made on the basis of merit and qualifications and that there will be no discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the Agreement.

C) COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT (ADA)

- (1) The Party will comply with all regulations relative to implementation of the AMERICANS WITH DISABILITIES ACT. This includes that the Party will comply with Federal requirements regarding the transportation of elderly persons and persons with disabilities.
- (2) The Party will incorporate or communicate the intent of the following statement in all publications, announcements, video recordings, course offerings or other program outputs: **"The Party will provide reasonable accommodations for any known disability that may interfere with a person in participating in any service, program or activity offered by the Party. In the case of documents, recordings or verbal presentations, alternative accessible formats will be provided. For further information call the Party."**
- (3) All video recordings produced and created under contract and/or agreement will be closed-captioned.

D) COMPLIANCE WITH PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN DEPARTMENT OF TRANSPORTATION FINANCIAL ASSISTANCE PROGRAMS, 49 CFR PART 26

Each Agreement the System signs with a Party (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance: The Party, sub-recipient or subcontractor shall not discriminate on the basis on race, color, national origin, or sex in the performance of this contract. The Party shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Party to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

The Contractor will comply with applicable requirements of U.S. DOT regulations regarding participation of disadvantaged business enterprises in U.S. DOT programs.

19. ACCESS AND RETENTION OF RECORDS

The CONTRACTOR agrees to provide STREAMLINE, auditor or their authorized agent access to any records necessary to determine contract compliance. (Mont. Code Ann. Section 18-1-118.) The CONTRACTOR recognizes the authority of FTA, U.S. DOT, the Comptroller General of the United States, the Montana Department of Transportation, and any other applicable agency to conduct audits and reviews to verify compliance with the foregoing requirements and stipulations, and assures that, upon request, the CONTRACTOR will make the necessary records available to FTA, U.S. DOT, the Comptroller General of the United States, the Montana Department of Transportation, and any other applicable agency.

The CONTRACTOR agrees to create and retain records supporting the services as detailed herein for a period of three years after either the completion date of this contract or the

conclusion of any claim, litigation, or exception relating to this contract take by STREAMLINE or a third party.

ARTICLE 2. STATE TERMS AND CONDITIONS

SECTION 2.1 Default. Nonperformance by the sub-recipient of any obligation imposed by this Contract, including noncompliance with the federal assurances, or reduction of local project cost funding, will constitute default.

SECTION 2.2 Termination. This Contract may be terminated by the State by serving a notice of termination on the sub-recipient. Termination may occur for either convenience or default. If termination is for convenience, the notice shall give the sub-recipient thirty days to wind down its activities under this Contract. If termination occurs due to default, the notice shall state the nature of the sub-recipient's default, and offer the sub-recipient an opportunity to explain its nonperformance. If the State finds that the sub-recipient has a reasonable excuse for nonperformance, which is beyond the control of the sub-recipient, the State may set up a new work schedule and allow the completion of this Contract. In any termination, the State will make its contractual payments proportionate to the work properly performed in accordance with this Contract to the time of termination. Sub-recipient shall account for any Project property in its possession.

SECTION 2.3 Litigation. Controversy arising from this contract may result in litigation. Arbitration is not available. This Contract shall be governed by Montana law.

SECTION 2.4 Venue. In the event of litigation concerning this Agreement, venue shall be in the First Judicial District of the State of Montana, Lewis and Clark County.

SECTION 2.5 Close-out. This contract will close after the sub-recipient has submitted its final report ending June 30th for the fiscal year as described in paragraph 1.3.

SECTION 2.6 Contract Modification. Any change in this Contract will only be by written agreement of the Parties.

SECTION 2.7 Assignment and Subcontracting. The sub-recipient shall not assign any portion of the work to be performed under this Agreement, or execute any contract, amendment or change order thereto, or obligate sub-recipient in any manner with any third party with respect to sub-recipient's rights and responsibilities under this Agreement, without the prior written concurrence of the State.

SECTION 2.8 Subcontracts. The sub-recipient shall include in all subcontracts entered into pursuant to this Agreement a copy of this Contract, and the subcontract will make the provisions of this Contract a specific part of the subcontract. In addition, the sub-recipient shall include the following provisions in any advertisement or invitation to bid for any procurement under this Agreement: Sections 2.9 to 3.16.

SECTION 2.9 Statement of Financial Assistance. This agreement is subject to a financial assistance contract between the Montana Department of Transportation, the

US Department of Transportation, and the Federal Transit Administration.

SECTION 2.10 Indemnification. The sub-recipient shall indemnify, defend, and hold harmless the State of Montana, Department of Transportation, its employees and agents from and against all claims, demands, or actions from damages to property or injury to persons or other damage to persons or entities arising or resulting from the performance of this Contract.

SECTION 2.11 Access and Retention of Records. The sub-recipient agrees to provide the State, Legislative Auditor or their authorized agents access to any records necessary to determine compliance with this Agreement. The sub-recipient agrees to create and retain records supporting this Agreement for a period of three years after the completion date of this Agreement or the conclusion of any claim, litigation or exception relating to this Agreement taken by the State of Montana or a third party.

SECTION 2.12 Notice. All notices arising from the provisions of this Contract shall be in writing and given to the parties at the addresses listed above, either by regular mail or delivery in person.

SECTION 2.13 Agency Assistance. No assistance, other than provided for by this Contract, will be required, but may be provided at the discretion of State.

SECTION 2.14 Severability and Integration. If any part, or parts, of this Contract are determined to be void, the remaining parts will remain valid and operative. This document, together with its schedules, attachments, and exhibits, represent the complete and entire understanding of the parties on its subject matter. No provision, express or implied, arising from any prior oral or written request, bid, inquiry, negotiation, contract, or any other form of communication, shall be a provision of this contract unless it is reduced to writing, signed by the parties, and attached to this document.

SECTION 2.15 Waivers. A party's failure to enforce any provision of this Contract shall not be construed as a waiver excusing the other party's future performance.

ARTICLE 3. FEDERAL REQUIREMENTS

SECTION 3.1 FTA Master Agreement. The sub-recipient understands this contract includes requirements specifically prescribed by Federal law or regulation and does not encompass all Federal laws, regulations, and directives that may apply to the sub-recipient or its project. A comprehensive list of those Federal laws, regulations and directives is contained in the current FTA Master Agreement MA(30) at the FTA webpage <https://www.transit.dot.gov/funding/grants/grantee-resources/sample-fta-agreements/fta-master-agreement-version-30-november-2> The clauses in this contract have been streamlined to highlight the most prevalent regulations that govern this award, however additional Federal laws, regulations and directives contained in the Master Agreement will apply. The sub-recipient's signature upon this document acknowledges they have read and understand the Master Agreement.

The sub-recipient also agrees to include FTA Master Agreement requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

SECTION 3.2 Prohibited Interest. No employee, officer, board member or agent of the sub-recipient shall participate in the selection, award, or administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- (1) The employee, officer, board member or agent;
- (2) Any member of his or her immediate family;
- (3) His or her partner; or
- (4) An organization which employs, or is about to employ any of the above; has a financial or other interest in the firm selected for award. The sub-recipient's employees, officers, board members or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties of sub-agreements.

SECTION 3.3 Ineligible Bidders. Bidders or Suppliers whose names appear on the US Comptroller General's List located at <https://www.sam.gov/portal/public/SAM/> of Ineligible Contractors are not eligible for award of, or participation in, any contract that may be awarded as a result of this agreement. Submission of a bid by any bidder constitutes certification that the bidder or any subcontractor or suppliers to the bidder, on this proposed contract, if one is awarded, are not on the Comptroller General's List of Ineligible Contractors. A subsequent determination by FTA that a bidder knowingly made any misstatement of facts in this regard will be cause for immediate disqualification, suspension or termination of the contract for cause.

SECTION 3.4 False or Fraudulent Statements or Claims. Sub-recipient acknowledges that, should it make a false, fictitious, or fraudulent claim, statement, submission, or certification to the State or Federal Government in connection with this project, FTA reserves the right to pursue the procedures and impose on the sub-recipient the penalties of 18 USC 1001, 31 USC 3801, as may be deemed by FTA to be appropriate.

SECTION 3.5 Debarment and Suspension. Sub-recipient shall obtain from its third party contractors certifications required by Department of Transportation regulations, "Government-wide Debarment and Suspension (Non-procurement)," 49 CFR Part 29, and otherwise comply with the requirements of those regulations a list of debarred entities is located at <https://www.sam.gov/portal/public/SAM/>.

SECTION 3.6 No State or Federal Obligations to Third Parties. State shall not be subject to any obligations or liabilities to any third party in connection with the performance of this Project without the specific written consent of the State and FTA. Neither the concurrence in nor the approval of the award of this contract or any subcontract, or the solicitation thereof, nor any other act performed by the State under this contract shall constitute such consent.

SECTION 3.7 Age Discrimination and ADA. Sub-recipient agrees to comply with all applicable requirements of the Age Discrimination Act of 1975, as amended, Title 42 USC Chapter 76 Section 6101 *et seq.*, and implementing regulations, which prohibit employment and other discrimination against individuals on the basis of age. The sub-recipient also agrees to

comply with the requirements of 49 USC 5301(d), 29 USC 794, the Americans with Disabilities Act, as amended (42 USC 12101 *et seq.*), and the Architectural Barriers Act of 1968, as amended (42 USC 4151 *et seq.*), as well as the applicable requirements of the regulations implementing those laws.

SECTION 3.8 Charter Service Operations. Sub-recipient agrees that neither it nor any public transportation operator performing work in connection with a Project financed under 49 USC chapter 53 or under 23 USC §§ 133 or 142 will engage in charter service operations, except as authorized by 49 USC § 5323(d) and FTA regulations, “Charter Service,” 49 CFR Part 604, and any subsequent Charter Service regulations or FTA directives that may be issued, except to the extent that FTA determines otherwise in writing. Any charter service agreement required by FTA regulations is incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project. The sub-recipient understands and agrees that in addition to any remedy specified in the charter service agreement, if a pattern of violations of that agreement is found, the violator will be barred from receiving Federal transit assistance in an amount to be determined by FTA or USDOT.

SECTION 3.9 Federal Changes. Sub-recipient 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 the State and FTA, as they may be amended or promulgated from time to time during the term of this contract. Sub-recipient’s failure to so comply shall constitute a material breach of this contract.

SECTION 3.10 Settlement of Third Party Contract Disputes or Breaches. The term “third-party contract,” as used in this Agreement, is defined as a contract between the sub-recipient and its subcontractor in which the sub-recipient has procured a good and/or service commercially from the subcontractor. FTA has a vested interest in the settlement of disputes, defaults, or breaches involving any federally assisted third party contracts. FTA retains the right to a proportionate share, based on the percentage of the Federal share committed to the Project, of any proceeds derived from any third party recovery. Therefore, the sub-recipient shall avail itself of all legal rights available under any third party contract. The sub-recipient shall notify the State of any current or prospective litigation or major disputed claim pertaining to any third party contract. FTA reserves the right to concur in any compromise or settlement of the sub-recipient's claim(s) involving any third party contract, before making Federal assistance available to support that settlement. If the third party contract contains a liquidated damages provision, any liquidated damages recovered shall be credited to the Project account involved unless FTA permits otherwise.

IN WITNESS THEREOF, the parties hereunto affix their hands as of the day and year first above written.

Human Resource Development Council, Inc. _____

_____ Date _____

_____ Date _____

Heather Grenier, CEO/President
HRDC/STREAMLINE
32 South Tracy
Bozeman, MT 59715

XXXXXXXXXXXXXXXXXXXX

SAMPLE

HRDC/STREAMLINE TRANSPORTATION DATA

The following data estimates operations for the 2024-2025 service year. This information is provided to assist in the formulation of bids. **STREAMLINE cautions the information is pertinent only to the proposed operations and bus routes. STREAMLINE may make changes to the routes and hours of service. STREAMLINE makes no guarantee that the information provided represents the facts and figures of the system for the period for which bids are sought.**

Current Routes

Streamline proposes four (4) regular routes, two (2) commuter routes to Bozeman and Livingston, one (1) supplemental Late Night route, and four (4) deviated weekend routes requiring a total of fifteen (15) buses that are scheduled for approximately 26,000 service hours. **Due to a funding partner's requirement approximately 600 of those hours are paid at prevailing wage rates.**

STREAMLINE proposes to offer 52 weeks of service, beginning July 1, 2024. Service is provided seven (7) days per week, generally from 7:00 am until 10:00 pm on weekdays, 9:00 am until 6:00 pm on weekends, with Late Night service three (3) nights a week.

Current Bus Inventory

2012	ICRP	23 pass
2013	General Coach	23 pass
2016	GILLIG	26 pass
2016	GILLIG	26 pass
2017	IC Bus	40 pass
2017	ARBOC	24 pass
2017	ARBOC	24 pass
2021	El Dorado	26 pass
2021	El Dorado	26 pass
2021	El Dorado	26 pass
2021	El Dorado	26 pass
2023	El Dorado	26 pass
2023	El Dorado	26 pass
2023	El Dorado	26 pass
2023	El Dorado	26 pass



Federal Clauses and Certifications

for

Federal Transit Administration (FTA) Funded

Procurements

**ALL CLAUSES & CERTIFICATIONS HEREINAFTER ARE PROVIDED FOR
PROCUREMENTS (AS APPLICABLE) INVOLVING FTA ASSISTANCE, IN
COMPLIANCE WITH FTA REGULATIONS, AND MAINTAINED FOR FTA
REVIEWS**

Date Last Updated: July 2017

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Applicability of Third Party Contract Provisions

These requirements do not apply to micro-purchases (\$3,500 or less), except for construction contracts over \$2,000

No Government Obligations to Third Parties

All Contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

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

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

Program fraud and false or fraudulent statements and related acts

All Contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

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

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

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

Access to Records and Reports

As shown below. These requirements do not apply to micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

The following access to records requirements apply to this Contract:

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

2) Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

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

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

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

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

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

Federal Changes

All Contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

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

Civil Rights (Title VI, EEO, ADA)

All Contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

The following requirements apply to the underlying contract:

(a) The Recipient agrees that it must comply with applicable federal civil rights laws, regulations, requirements, and guidance, and follow applicable federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Recipient or a federal program, including the Tribal Transit Program or the Indian Tribe Recipient, is specifically exempted from a civil rights statute, FTA requires compliance with that civil rights statute, including compliance with equity in service.

(b) Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that it and each Third Party Participant, will: (1) Prohibit discrimination based on the basis of race, color, religion, national origin, sex, disability, or age. (2) Prohibit the: (a) Exclusion from participation in employment or a business opportunity for reasons identified in 49 U.S.C. § 5332, (b) Denial of program benefits in employment or a business opportunity identified in 49 U.S.C. § 5332, or (c) Discrimination, including discrimination in employment or a business opportunity identified in 49 U.S.C. § 5332. (3) Follow: (a) The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance, and other applicable federal guidance that may be issued, but (b) FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its Underlying Agreement supported with federal assistance under the Tribal Transit Program.

(c) Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant, will: (1) Prohibit discrimination based on race, color, or national origin, (2) Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., (b) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, and (3) Follow: (a) The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and

guidance, (b) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3, and (c) All other applicable federal guidance that may be issued.

(d) Equal Employment Opportunity. (1) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit, discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin, and: (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., (b) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity" September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs, (c) Comply with federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12.a of this Master Agreement, (d) FTA Circular 4704.1, "Equal Employment Opportunity Program Guidelines for Grant Recipients," July 26, 1988, and (e) Follow other federal guidance pertaining to Equal Employment Opportunity laws, regulations, and requirements, and prohibitions against discrimination on the basis of disability, (2) Specifics. The Recipient agrees to, and assures that each Third Party Participant will: (a) Prohibited Discrimination. As provided by Executive Order No. 11246, as amended by any later Executive Order that amends or supersedes it, and as specified by U.S. Department of Labor regulations, ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their race, color, religion, national origin, disability, age, sexual orientation, gender identity, or status as a parent, (b) Affirmative Action. Take affirmative action that includes, but is not limited to: 1 Recruitment advertising, recruitment, and employment, 2 Rates of pay and other forms of compensation, 3 Selection for training, including apprenticeship, and upgrading, and 4 Transfers, demotions, layoffs, and terminations, but (c) Indian Tribe. Recognize that Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer," and (3) Equal Employment Opportunity Requirements for Construction Activities. Comply, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), with: (a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and (b) Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note.

(e) Disadvantaged Business Enterprise. To the extent authorized by applicable federal laws and regulations, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Underlying Agreement as follows: (1) Statutory and Regulatory Requirements. The Recipient agrees to comply with: (a) Section 1101(b) of the FAST Act, 23 U.S.C. §101 note, (b) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. part 26, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12.a of this Master Agreement. (2) DBE Program Requirements. A Recipient that receives planning, capital and/or operating assistance and that will award prime third party contracts exceeding \$250,000 in a federal fiscal year must have a DBE program meeting the requirements of 49 C.F.R. part 26, that is approved by FTA, and establish an annual DBE participation goal. (3) Special Requirements for a Transit Vehicle Manufacturer (TVM). The Recipient agrees that: (a) TVM Certification. Each TVM, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26, and (b) Reporting TVM Awards. Within 30 days of any third party contract award for a vehicle purchase, the Recipient must submit to FTA the name of the TVM contractor and the total dollar value of the third party contract, and notify FTA that this information has been attached to FTA's electronic award and management system, the Recipient must also submit subsequent notifications if options are exercised in subsequent years to ensure the TVM is still in good standing. (4) Assurance. As required by 49 C.F.R. § 26.13(a): (a) Recipient Assurance. The Recipient agrees and assures that: 1 It must not discriminate on the basis of race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted contract, or in the administration of its DBE program or the requirements of 49 C.F.R. part 26, 2 It must take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted contracts, 3 Its DBE program, as required under 49 C.F.R. part 26 and as approved by U.S. DOT, is incorporated by reference and made part of the Underlying Agreement, and 4 Implementation of its DBE program approved by U.S. DOT is a legal obligation and failure to carry out its terms shall be treated as a violation of this Master Agreement. (b) Subrecipient/Third Party Contractor/Third Party Subcontractor Assurance. The Recipient agrees and assures that it will include the following assurance in each subagreement and third party contract it signs with a Subrecipient or Third Party Contractor and agrees to obtain the agreement of each of its Subrecipients, Third Party Contractors, and Third Party Subcontractors to include the following assurance in every subagreement and third party contract it signs: 1 The Subrecipient, each Third Party Contractor, and each Third Party Subcontractor must not discriminate on the basis of race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted subagreement, third party contract, and third party subcontract, as applicable, and the administration of its DBE program or the requirements of 49 C.F.R. part 26, 2 The Subrecipient, each Third Party Contractor, and each Third Party Subcontractor must take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted subagreements, third party contracts, and third party subcontracts, as applicable, 3 Failure by

the Subrecipient and any of its Third Party Contractors or Third Party Subcontractors to carry out the requirements of this subparagraph 13.d(4)(b) is a material breach of this subagreement, third party contract, or third party subcontract, as applicable, and 4 The following remedies, or such other remedy as the Recipient deems appropriate, include, but are not limited to, withholding monthly progress payments; assessing sanctions; liquidated damages; and/or disqualifying the Subrecipient, Third Party Contractor, or Third Party Subcontractor from future bidding as non-responsible. (5) Remedies. Upon notification to the Recipient of its failure to carry out its approved program, FTA or U.S. DOT may impose sanctions as provided for under 49 C.F.R. part 26, and, in appropriate cases, refer the matter for enforcement under either or both 18 U.S.C. § 1001, and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq.

(f) Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with federal prohibitions against discrimination on the basis of sex, including: (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., (2) U.S. DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. part 25, and (3) Federal transit law, specifically 49 U.S.C. § 5332.

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

(h) Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following federal prohibitions against discrimination on the basis of disability: (1) Federal laws, including: (a) section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally assisted Programs, Projects, or activities, (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities: 1 For FTA Recipients generally, Titles I, II, and III of the ADA apply, but 2 For Indian Tribes, Titles II and III of the ADA apply, but Title I of the ADA does not apply because it exempts Indian Tribes from the definition of “employer,” (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities, (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and (e) Other applicable federal laws, regulations and requirements pertaining to access for seniors or individuals with disabilities. (2) Federal regulations, including: (a) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. part 37, (b) U.S. DOT regulations, “Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. part 27, (c) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. part 1192 and 49 C.F.R. part 38, (d) U.S. DOT regulations, “Transportation for Individuals with Disabilities: Passenger Vessels,” 49 C.F.R. part 39, (e) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. part 35, (f) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. part 36, (g) U.S. EEOC, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. part 1630, (h) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities,” 47 C.F.R. part 64, Subpart F, (i) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. part 1194, and (j) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. part 609, and (k) Other applicable federal civil rights and nondiscrimination guidance.

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

(j) Access to Services for Persons with Limited English Proficiency. The Recipient agrees to promote accessibility of public transportation services to persons with limited understanding of English by following: (1) Executive Order No. 13166, “Improving Access to Services for Persons with Limited English Proficiency,” August 11, 2000, 42 U.S.C. § 2000d-1 note, and (2) U.S. DOT Notice, “DOT Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficiency (LEP) Persons,” 70 Fed. Reg. 74087, December 14, 2005.

(k) Other Nondiscrimination Laws, Regulations, Requirements, and Guidance. The Recipient agrees to comply with other applicable federal nondiscrimination laws, regulations, and requirements, and follow federal guidance prohibiting discrimination. I. Remedies. Remedies for failure to comply with applicable federal Civil Rights laws, regulations, requirements, and guidance may be enforced as provided in those federal laws, regulations, or requirements.

Incorporation of FTA Terms

All Contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual provisions, as stated in current FTA Circular 4220.1, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.

Energy Conservation

All Contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

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

Disadvantaged Business Enterprises (DBEs)

All Contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs and with section 1101(b) of SAFETEA LU, 23 U.S.C. § 101.

The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this FTA-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as MUTD deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph. The successful proposer/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

Prompt Payment

All contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from MUTD. In addition, the contractor may not hold retainage from its subcontractors. The contractor must promptly notify MUTD whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of MUTD.

Contracts Involving Federal Privacy Act Requirements

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

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

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

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

Patent and Rights in Data

Research projects in which FTA finances the purpose of the grant is to finance the development of a product or information. These patent and data rights requirements do not apply to capital projects or operating projects, even though a small portion of the sales price may cover the cost of product development or writing the user's manual or to micro-purchases (less than \$3,500)

Patent Rights

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

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

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

Rights in Data and Copyrights

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

(b) Examples of "Subject Data." Examples of "subject data": (1) Include, but are not limited to: (a) Computer software, (b) Standards, (c) Specifications, (d) Engineering drawings and associated lists, (e) Process sheets, (f) Manuals, (g) Technical reports, (h) Catalog item identifications, and (i) Related information, but (2) Do not include: (a) Financial reports, (b) Cost analyses, or (c) Other similar information used for Project administration,

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

(d) Federal Rights in Data and Copyrights. The Recipient agrees that: (1) License Rights. The Recipient must provide a license to its

“subject data” to the Federal Government, which license is: (a) Royalty-free, (b) Nonexclusive, and (c) Irrevocable, (2) Uses. The Federal Government’s license must permit the Federal Government to take the following actions provided those actions are taken for Federal Government purposes: (a) Reproduce the subject data, (b) Publish the subject data, (c) Otherwise use the subject data, and (d) Permit other entities or individuals to use the subject data, and

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

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

(g) Hold Harmless. Upon request by the Federal Government, the Recipient agrees that: (1) Violation by Recipient. (a) If it willfully or intentionally violates any: 1 Proprietary rights, 2 Copyrights, or 3 Right of privacy, and (b) Its violation occurs from any of the following uses of Project data: 1 Publication, 2 Translation, 3 Reproduction, 4 Delivery, 5 Use, or 6 Disposition, then (c) It will indemnify, save, and hold harmless against any liability, including costs and expenses of: 1 The Federal Government’s officers acting within the scope of their official duties, 2 The Federal Government’s employees acting within the scope of their official duties, and 3 Federal Government’s agents acting within the scope of their official duties, but (2) Exceptions. The Recipient will not be required to indemnify the Federal Government for any liability described in Rights in Data and Copyrights section G(1) if: (a) Violation by Federal Officers, Employees or Agents. The violation is caused by the wrongful acts of Federal employees or agents, or (b) State law. If indemnification is prohibited or limited by applicable State law,

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

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

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

Bus Testing

Rolling stock, except minivans

Contractor shall comply with 49 USC A5323(c) and FTA’s implementing regulation 49 CFR 665, to the extent they are consistent with 49 U.S.C. § 5318(e), as amended; and shall perform the following: (1) A manufacturer of a new bus

model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient prior to the recipient's final acceptance of the first vehicle. (2) A manufacturer who releases a report under para. 1 above shall provide notice to the operator of the testing facility that the report is available to the public. (3) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to the recipient's final acceptance of the first vehicle. If configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing. (4) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the US before Oct. 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

Pre-Award and Post-Delivery Audit Requirements

Rolling stock

Contractor shall comply with 49 USC 5323(l) and FTA's implementing regulation 49 CFR 663 and submit the following certifications: (1) Buy America Requirements: Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If contractor certifies compliance with Buy America, it shall submit documentation listing 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly. (2) Solicitation Specification Requirements: Contractor shall submit evidence that it will be capable of meeting the bid specifications. (3) Federal Motor Vehicle Safety Standards (FMVSS): Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the buses will not be subject to FMVSS regulations.

Cargo Preference

Contracts involving equipment, materials or commodities which may be transported by ocean vessels. These requirements do not apply to micro-purchases (\$3,500 or less, except for construction contracts over \$2,000).

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

Fly America

All contracts involving transportation of persons or property, by air between the U.S. and/or places outside the U.S. These requirements do not apply to micro-purchases (\$3,500 or less, except for construction contracts over \$2,000).

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

Seismic Safety

Construction of new buildings or additions to existing buildings. These requirements do not apply to micropurchases (\$3,500 or less, except for construction contracts over \$2,000).

Contractor agrees that any new building or addition to an existing building shall be designed and constructed in accordance with the standards required in USDOT Seismic Safety Regulations 49 CFR 41 and shall certify compliance to the extent required by the regulation. Contractor shall also ensure that all work performed under this contract, including work performed by subcontractors, complies with the standards required by 49 CFR 41 and the certification of compliance issued on the project.

Davis-Bacon and Copeland Anti-Kickback Act

Construction contracts and subcontracts, including actual construction, alteration and/or repair, including decorating and painting, over \$2,000

(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.

Bonding

For those construction or facility improvement contracts or subcontracts exceeding \$100,000, FTA may accept the bonding policy and requirements of the recipient, provided that they meet the minimum requirements for construction contracts as follows:

- a. A bid guarantee from each bidder equivalent to five (5) percent of the bid price. The "bid guarantees" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- b. A performance bond on the part to the Contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- c. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract. Payment bond amounts required from Contractors are as follows: (1) 50% of the contract price if the contract price is not more than \$1 million; (2) 40% of the contract price if the contract price is more than \$1 million but not more than \$5 million; or (3) \$2.5 million if the contract price is more than \$5 million.
- d. A cash deposit, certified check or other negotiable instrument may be accepted by a grantee in lieu of performance and payment bonds, provided the grantee has established a procedure to assure that the interest of FTA is adequately protected. An irrevocable letter of credit would also satisfy the requirement for a bond.

Bid Bond Requirements (Construction)

(a) Bid Security - A Bid Bond must be issued by a fully qualified surety company acceptable to (Recipient) and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder.

(b) Rights Reserved - In submitting this Bid, it is understood and agreed by bidder that the right is reserved by (Recipient) to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of [ninety (90)] days subsequent to the opening of bids, without the written consent of (Recipient). It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within [ninety (90)] days after the bid opening without the written consent of (Recipient), shall refuse or be unable to enter into this Contract, as provided above, or refuse or be unable to furnish adequate and acceptable

Performance Bonds and Labor and Material Payments Bonds, as provided above, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, he shall forfeit his bid security to the extent of (Recipient's) damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefor.

It is further understood and agreed that to the extent the defaulting bidder's Bid Bond, Certified Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check (excluding any income generated thereby which has been retained by (Recipient) as provided in [Item x "Bid Security" of the Instructions to Bidders]) shall prove inadequate to fully recompense (Recipient) for the damages occasioned by default, then the undersigned bidder agrees to indemnify (Recipient) and pay over to (Recipient) the difference between the bid security and (Recipient's) total damages, so as to make (Recipient) whole. The undersigned understands that any material alteration of any of the above or any of the material contained on this form, other than that requested, will render the bid unresponsive.

Performance and Payment Bonding Requirements (Construction)

The Contractor shall be required to obtain performance and payment bonds as follows:

(a) Performance bonds

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the (Recipient) determines that a lesser amount would be adequate for the protection of the (Recipient).
2. The (Recipient) may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The (Recipient) may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(b) Payment bonds

1. The penal amount of the payment bonds shall equal: (i) Fifty percent of the contract price if the contract price is not more than \$1 million.
(ii) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
(iii) Two and one half million if the contract price is more than \$5 million.
2. If the original contract price is \$5 million or less, the (Recipient) may require additional protection as required by subparagraph 1 if the contract price is increased.

Performance and Payment Bonding Requirements (Non-Construction)

The Contractor may be required to obtain performance and payment bonds when necessary to protect the (Recipient's) interest.

(a) The following situations may warrant a performance bond:

1. (Recipient) property or funds are to be provided to the contractor for use in performing the contract or as partial compensation (as in retention of salvaged material).
2. A contractor sells assets to or merges with another concern, and the (Recipient), after recognizing the latter concern as the successor in interest, desires assurance that it is financially capable.
3. Substantial progress payments are made before delivery of end items starts.
4. Contracts are for dismantling, demolition, or removal of improvements.

(b) When it is determined that a performance bond is required, the Contractor shall be required to obtain performance bonds as follows:

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the (Recipient) determines that a lesser amount would be adequate for the protection of the (Recipient).
2. The (Recipient) may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The (Recipient) may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) A payment bond is required only when a performance bond is required, and if the use of payment bond is in the (Recipient's) interest.

(d) When it is determined that a payment bond is required, the Contractor shall be required to obtain payment bonds as follows:

1. The penal amount of payment bonds shall equal:
(i) Fifty percent of the contract price if the contract price is not more than \$1 million;
(ii) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
(iii) Two and one half million if the contract price is increased.

Advance Payment Bonding Requirements

The Contractor may be required to obtain an advance payment bond if the contract contains an advance payment provision and a performance bond is not furnished. The (recipient) shall determine the amount of the advance payment bond necessary to protect the (Recipient).

Patent Infringement Bonding Requirements (Patent Indemnity)

The Contractor may be required to obtain a patent indemnity bond if a performance bond is not furnished and the financial responsibility of the Contractor is unknown or doubtful. The (recipient) shall determine the amount of the patent indemnity to protect the (Recipient).

Warranty of the Work and Maintenance Bonds

1. The Contractor warrants to (Recipient), the Architect and/or Engineer that all materials and equipment furnished under this Contract will be of highest quality and new unless otherwise specified by (Recipient), free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards shall be considered defective. If required by the [Project Manager], the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

2. The Work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the Work against defective materials or faulty workmanship for a minimum period of one (1) year after Final Payment by (Recipient) and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to (Recipient). As additional security for these guarantees, the Contractor shall, prior to the release of Final Payment [as provided in Item X below], furnish separate Maintenance (or Guarantee) Bonds in form acceptable to (Recipient) written by the same corporate surety that provides the Performance Bond and Labor and Material Payment Bond for this Contract. These bonds shall secure the Contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one (1) year after Final Payment and shall be written in an amount equal to ONE HUNDRED PERCENT (100%) of the CONTRACT SUM, as adjusted (if at all).

Termination Provisions

All Contracts over \$10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is \$150,000

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

(b) Termination for Default [Breach or Cause] (General Provision). If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the recipient that contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of contractor, the recipient, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

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

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

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

Recycled Products

All contracts over \$10,000 for items designated by the EPA

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.

Gov't-wide Debarment and Suspension

All Contracts over \$25,000

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

Buy America

Construction Contracts and Acquisition of Goods or Rolling Stock valued at more than \$150,000

Contractor shall comply with 49 USC 5323(j) and 49 CFR 661, stating that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the US for 15 passenger vans and 15 passenger wagons produced by Chrysler Corp., software, microcomputer equipment and small purchases (currently less than \$100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are stated at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock must be manufactured in the US and have a minimum 60% domestic content. A bidder or offeror shall submit appropriate Buy America certification to the recipient with all bids on FTA-funded contracts, except those subject to a general waiver. Proposals not accompanied by a completed Buy America certification shall be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Breaches and Dispute Resolution

All contracts over \$150,000

(a) Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the recipient's authorized representative. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the recipient's CEO. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the recipient's CEO shall be binding upon contractor and contractor shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the the False Claims Act, 31 U.S.C. § 3729.

(b) Performance During Dispute. Unless otherwise directed by the 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 therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage.

(c) Remedies. Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the recipient and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State. Rights and Remedies - Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the recipient 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.

Lobbying

Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts over \$150,000

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non- Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

Clean Air

All contracts over \$150,000

(1) Contractor shall comply with all applicable standards, orders or regulations pursuant to Section 306 of the Clean Air Act, as amended, 42 U.S.C. § 7606, and other requirements of the Clean Air Act, as amended, 42 U.S.C. §§ 7401 – 7671q. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.

(2) Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

Clean Water

All Contracts and Subcontracts over \$100,000

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to Section 508 of the Clean Water Act, as amended, 33 U.S.C. § 1368, and other requirements of the Clean Water Act, as amended, 33 U.S.C. §§ 1251 – 1377. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

Contract Work Hours and Safety Standards Act

Contracts over \$100,000

(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 40 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 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in para. (1) of this section, contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable 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 para. (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 40 hours without payment of the overtime wages required by the clause set forth in para. (1) of this section.

(3) Withholding for unpaid wages and liquidated damages - the recipient shall upon its own action or upon written request of USDOL withhold or cause to be withheld, from any moneys payable on account of work performed by 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 & 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 para. (2) of this section.

(4) Subcontracts - 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. Prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

Other Federal Requirements

The following requirements are not federal clauses, but apply to all contracts except micro-purchases (\$3,500 or less)

Full and Open Competition

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

Prohibition Against Exclusionary or Discriminatory Specifications

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

Conformance with ITS National Architecture

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

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.

Compliance with Federal Regulations

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

Real Property

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

Access to Services for Persons with Limited English Proficiency

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

Environmental Justice

Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1) Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance.

Environmental Protections

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

Geographic Information and Related Spatial Data

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

Geographic Restrictions

All project activities must be advertised without geographic preference, (except in A/E under certain circumstances, preference for

hiring veterans on transit construction projects and geographic-based hiring preferences as proposes to be amended in 2 CFR Part 1201).

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” (replaced with 2 CFR Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” effective December 26, 2014 as applicable). 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 the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B--Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency the New York State Department of Transportation, the New York State Comptrollers Office and the U.S. Governmental Accountability Office (GAO). Non Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity’s fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation’s Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments.

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.

Safe Operation of Motor Vehicles

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

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

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

Nonurbanized Area Formula (Section 5311) is 20.509. 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," (replaced with 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" effective December 26, 2014 as applicable) 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.

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.

Federal Certifications - Vendors

Debarment and Suspension Certification

All Contracts over \$25,000

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

Company _____

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

Name and Title of Authorized Official _____

Certification of Restrictions on Lobbying

All Contracts over \$150,000

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

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

1. 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.
2. 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.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

Name of Bidder/Company Name _____

Type or Print Name _____

Signature of authorized representative _____ **Date** _____

Signature of notary and SEAL _____

Bus Testing Certification

Rolling Stock Contracts

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

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

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

Name of Bidder/Company Name _____

Type or Print Name _____

Signature of authorized representative _____ Date _____

Signature of notary and SEAL _____

Certificate of Compliance with Buy America Requirements (for Steel, Iron, and Manufactured Products)

Construction and Materials/Supplies Contracts over \$150,000

General Requirement (as stated in 49 CFR 661.5)

- (a) Except as provided in 49 CFR 661.7 and 49 CFR 661.11, no funds may be obligated by FTA for a grantee project unless all iron, steel, and manufactured products used in the project are produced in the United States.
- (b) All steel and iron manufacturing processes must take place in the United States, except metallurgical processes involving refinement of steel additives.
- (c) The steel and iron requirements apply to all construction materials made primarily of steel or iron and used in infrastructure projects such as, transit or maintenance facilities, rail lines, and bridges. These items include, but are not limited to, structural steel or iron, steel or iron beams and columns, running rail and contact rail. These requirements do not apply to steel or iron used as components or subcomponents of other manufactured products or rolling stock, or to bimetallic power rail incorporating steel or iron components.
- (d) For a manufactured product to be considered produced in the United States:
 - (1) All of the manufacturing processes for the product must take place in the United States; and
 - (2) All of the components of the product must be of U.S. origin. A component is considered of U.S. origin if it is manufactured in the United States, regardless of the origin of its subcomponents.

If steel, iron, or manufactured products (as defined in 49 CFR 661.3 and 661.5) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder or offeror in accordance with the requirement contained in 49 CFR 661.13(b).

COMPLIANCE with Buy America Requirements

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

NON-COMPLIANCE with Buy America Requirements

The bidder or offeror hereby certifies that it **cannot** comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 C.F.R. 661.7.

Company _____

Name _____ Title _____

Signature _____ Date _____

Certificate of Compliance with Buy America Requirements (for Rolling Stock)

Revenue and Non-Revenue Vehicle Contracts over \$150,000

COMPLIANCE with Buy America Requirements

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

NON-COMPLIANCE with Buy America Requirements

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

Company _____

Name _____ **Title** _____

Signature _____ **Date** _____

Pre-Award Federal Motor Vehicle Safety Standards (FMVSS) Certification

Revenue and Non-Revenue Vehicle Contracts

The Proposer hereby certifies that it shall comply with the safety related FMVSS requirements. The Proposer and (if selected) Contractor shall submit (1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or (2) manufacturer's certified statement that the contracted vehicles will not be subject to FMVSS regulations.

Date: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Transit Vehicle Manufacturer (TVM) Certification

Revenue Vehicle Contracts

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

Certification:

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

BIDDER/COMPANY

Date _____

Name of Bidder/Company _____

Signature of Representative _____

Type or Print Name _____

Title _____

NOTARY

Type or Print Name _____

Signature of Notary _____

Place Notary SEAL Here:

Federal Certifications - GVUTD

Pre-Award Federal Motor Vehicle Safety Standards (FMVSS) Certification

Revenue and Non-Revenue Vehicle Contracts

Compliance

As required by 49 CFR Part 663-Subpart D, the **Gallatin Valley Urban Transportation District** certifies that it received, at the pre-award stage, a copy of

_____ (the manufacturer) self-certification information stating that the vehicles,

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

Non-Compliance

As required by 49 CFR Part 663-Subpart D, the **Gallatin Valley Urban Transportation District** certifies that it received, at the pre-award stage, a statement from

_____ (the manufacturer) indicating that the vehicles,

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

Date: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Pre-Award Purchaser's Requirements Certification

Revenue and Non-Revenue Vehicle Contracts

As required by 49 CFR part 663 – Subpart B, the **Gallatin Valley Urban Transportation District** certifies that:

- (a) The vehicle(s) to be purchased, _____ (number and description of vehicles) from _____ (the manufacturer), are the same product described in the District’s solicitation specification, and

- (b) The proposed manufacturer is a responsible manufacturer with the capability to produce vehicles that meet the specifications set forth in the solicitation.

Date: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Pre-Award Buy America Certification for Rolling Stock

Revenue Vehicle Contracts over \$150,000

Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If contractor certifies compliance with Buy America, it shall submit documentation listing:

- A. Component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and
- B. The location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
- C. Solicitation Specification Requirements: Contractor shall submit evidence that it will be capable of meeting the bid specifications.
- D. Federal Motor Vehicle Safety Standards (FMVSS): Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the buses will not be subject to FMVSS regulations.

As required by Title 49 of the CFR, Part 663 – Subpart B, the **Gallatin Valley Urban**

Transportation District is satisfied that the vehicles to be purchased, _____ (number and description of vehicles) from _____

(the manufacturer), meet the requirements of Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended. The recipient or its appointed analyst _____ (the analyst – not the manufacturer or its agent), has reviewed documentation provided by the manufacturer, which lists (1) the proposed component and subcomponent parts of the buses identified by manufacturer, country of origin, and cost; and (2) the proposed location of the final assembly point for the buses, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

Date: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Post-Delivery Buy America Certification

Revenue Vehicle Contracts over \$150,000

Compliance

As required by 49 CFR part 663 – Subpart C, the Gallatin Valley Urban Transportation District certifies that it is satisfied that the vehicles received,

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

Non-Compliance

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

Date: _____

Recipient Authorized Signature: _____

Print Name: _____

Title: _____

Post-Delivery Purchaser's Requirements Certification

Revenue and Non-Revenue Vehicle Contracts

For Ten or Fewer Buses, or any Number of Unmodified Vans:

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

For More than Ten Buses or Modified Vans:

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

Date: _____

Recipient Authorized Signature: _____

Print Name: _____

Title: _____

Post-Delivery Federal Motor Vehicle Safety Standards (FMVSS) Certification

Revenue and Non-Revenue Vehicle Contracts

Compliance

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

Non-Compliance

As required by 49 CFR Part 663-Subpart D, the **Gallatin Valley Urban Transportation District** certifies that it received, at the post-delivery stage, a statement from _____ (the manufacturer) indicating that the vehicles, _____ (number and description of vehicles), are not subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in 49 CFR Part 571.

Date: _____

Authorized Signature: _____

Print Name: _____

Title: _____