



IFB NO. 24 - 011

INVITATION FOR BID

FOR

**BUS OPERATIONS MAINTENANCE FACILITY
(BOMF) FENCING SERVICES**

May 07, 2024

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INVITATION FOR BID
FOR
BOMF FENCING SERVICES

SECTION 1. INTRODUCTION

1.1 STATEMENT OF INTENT

Research Triangle Regional Transportation Authority D/B/A GoTriangle ("GoTriangle") invites qualified and experienced firms with recent and relevant experience to submit Bids for consideration to contract with GoTriangle to provide Landscape Services as set forth in this solicitation. Firms may express interest and request consideration by submitting bid material to GoTriangle as set forth in this Invitation for Bid.

To obtain a copy of the Invitation for Bid (IFB) document, Contractors shall download the document from the GoTriangle's website at <https://gotriangle.org>.

Bids will be received **until 9:00 a.m. May 23, 2024 (EDST)** on at GoTriangle's Administrative Office located at 4600 Emperor Blvd., Suite 100, Durham, North Carolina, 27703. Questions regarding the Bids shall be directed to William Bryant, Interim Procurement Manager at wbryant@gotriangle.org by **4:00 PM on May 16, 2024**. **Responses will be posted on May 17, 2024**. GoTriangle reserves the right to reject any or all Bids.

Note: Due to COVID-19 restraints, bids will be opened virtually at **10:00 a.m.**

1.2 BACKGROUND

Bidder hereby proposes to furnish all materials, tools, machinery, equipment, apparatus, labor, and all means necessary to perform all tasks detailed in the Scope of Work.

1.3 PRE-PROPOSAL SITE VISIT

A Non-mandatory Pre-Bid Site Visit will be held on **May 14, 2024 at (BOMF) 5201 Nelson Road, Morrisville, NC 27560 at 9:00 am**. The meeting information is listed below. The purpose of this meeting is to offer an opportunity for prospective bidders to familiarize themselves with the site and ask questions pertaining to the project and Contract Documents.

1.4 PREVAILING WAGE RATES

This project is funded by grants received from the Federal Transit Administration and subject to compliance with the "Davis-Bacon Act" (Federal prevailing wage rates) and other related Acts. Contractors shall be responsible for compliance with the Federal Wage Determinations. The current Federal prevailing wage rates for Wake County can be found in Attachment K. These published rates will be for the duration of the contract. Contractor shall submit a certified payroll when project is completed. Payment for project will not be remitted without the certified payroll submission.

1.5 DISADVANTAGED BUSINESS ENTERPRISES

Pursuant to 49 C.F.R. Part 26, GoTriangle has established a Disadvantaged Business Enterprise (DBE) Program that states “GoTriangle shall not discriminate in any manner on the basis of race, color, sex or national origin, and shall take all reasonable steps to ensure that certified Disadvantaged Business Enterprises have the maximum opportunity to participate in the performance of contracts. In conformity with North Carolina State law, it is the policy of GoTriangle to encourage and promote the use of minority contractors, physically handicapped contractors, and women contractors in the purchasing of goods and the provision of services. Proposers are encouraged to utilize minority, handicapped and women-owned businesses to the extent possible when assembling its team.

Jamila Ormond, GoTriangle Director of Equal Opportunity Employment/Disadvantaged Business Enterprises may be reached at 919-485-7518 or jormond@GoTriangle.org with questions about GoTriangle’s DBE Program.

1.6 PERMITS

The Contractor is responsible to obtain, at their expense, any permits, certifications and/or licenses to complete the construction project. Copies of all inspections and permits shall be given to GoTriangle for record keeping. All work must comply with all safety, electrical, and building codes of the State of North Carolina and local ordinances.

1.7 USE OF BRAND OR TRADE NAMES

The use of brand names, trade names, types, styles, model numbers and serial numbers are intended to be descriptive only and not intended to restrict competition. Specific brand names will be used as a comparative measure of the safety, quality and performance against all Bid submissions. However, other brand names, types, styles, model numbers have to be “equal” and meet the minimum requirements of the OEM.

1.8 GOTRIANGLE PROJECT CONTACTS

1. **Pre-Award Contact:** Prior to contract award all questions, comments, correspondence and Bid packages shall be transmitted to the attention of the following individual, serving as the Owner’s Representative during Pre-Award:

William Bryant, Interim Procurement Manager

Office: 919-485-7429

wbryant@gotriangle.org

2. **Post-Award Contact:** After the contract is awarded, the contractor and subcontractors shall transmit all project related questions, correspondence and other communications to the attention of the following individual, serving as the Owner’s Representative during Post-Award:

Oshun Williams, GoTriangle

Office: 919-485-7479

owilliams@gotriangle.org

SCOPE OF WORK

Contractor to provide new Ameristar Aegis II Genesis fence and gate system, 6' to 8' height, rails, black powder coated finish, and new gates at the following LOCATION.

Basic Scope of work includes, but is not limited to, the following:

Installing a (450') commercial chain link fence ranging from six to eight feet in height, with two pedestrian entry gates with key card access, security cameras, a call button, a speaker, a microphone, and two pathway entry /exit gates will help serve as a pedestrian crossing. (SEE DETAIL DRAWING FOR PROJECT LOCATIONS)

1. The Contractor will submit the concrete footing mix type/design.
2. The Contractor will submit shop drawings for the fence footing details.
3. The Contractor is to provide a phasing plan and construction schedule for review and approval by the District. The work to be performed under this Contract shall consist of furnishing all plans, equipment, materials, supplies, and manufactured articles, and furnishing all transportation and services, including fuel, power, and essential communications, and the performance of all labor, work, or other operations required for the fulfillment of the Contract.
4. The Contractor shall inspect related and appurtenant work and report in writing to the Construction Manager any conditions that will prevent proper completion of the work. The Contractor shall do any required removal, repair, or replacement caused by unsuitable conditions at his/her sole cost and expense.
5. The Contractor shall secure a staging area on the properties to park trailers, vehicles, or any other equipment and to place portable sanitary facilities.
6. The Contractor shall ensure that any shrubs or other obstructions are cleared from the fence path. All fence and gate components must be installed to the manufacturer's specifications.
7. The Contractor shall supply all necessary materials, fasteners, hardware, concrete, wood, and any other items necessary to complete the project. The Contractor shall use his/her own equipment and shall provide all necessary tools and materials to complete the job as described.
8. Prior to construction, contractor shall conduct a third-party underground utility location along and adjacent to the new fence and gate line. Notify Dig Alert prior to any excavation.
9. No fence and gate product substitutions will be accepted.
10. Contractors to provide temporary power and water.

END OF SPECIFICATIONS

SECTION 3. BID REQUIREMENTS

3.1 INFORMATION REQUIRED FROM THE CONTRACTOR

Contractor's submission must include all of the following:

- 3.1.1** Signed and completed Bid Form (Attachment A)
- 3.1.2** Signed and completed Price Sheet (Attachment B) in **sealed envelope**
- 3.1.3** A 5% bid bond or certified check must accompany your Bid if Bid price is over \$100,000.00.
- 3.1.4** Project Personnel: Identify key Construction Project Manager.
- 3.1.5** Key Point of Contact: List main point of contact and/or Project Manager.
- 3.1.6** Schedule and Work Plan: Develop a Project Management schedule that shall include all of the construction work activities. Indicate the time-frame for accomplishing the work.
- 3.1.7** Subcontractors: Provide a listing of the subcontractors' names, address and role in this contract.
- 3.1.8** Copy of State of North Carolina General Contractor's License
- 3.1.9** Proof of insurance as required and listed in (Attachment C)
- 3.1.10** E-Verify (Attachment D)
- 3.1.11** Contractor's Statement of Sales/Use Tax (Attachment E)
- 3.1.12** Iran Divestment Certificate (Attachment F)
- 3.1.13** Companies Boycotting Israel Divestment Act Certificate Form (Attachment G)
- 3.1.14** Certificate Regarding Conflict of Interest (Attachment H)
- 3.1.15** Non-Collusion (Attachment I)
- 3.1.16** Davis-Bacon Wage Determination Forms (Attachment J)
- 3.1.17** Responsive Checklist (Attachment K)
- 3.1.18** *Contractor shall provide within 5 calendar days from notice of award the following bonds if Bid price is over \$100,000.00:*
 - Time and Material Payment Bond – 100% of the contract price
 - Performance Bond – 100% of contract price

3.2 GENERAL BID REQUIREMENTS

For a Bid to be considered, all documents required by this IFB must be submitted in the specified format. The Bid submission should follow the format and order set forth in Section 3.1 above. Submit one (1) original and three (3) additional copies of the Bid, and one USB Flash Drive. All Bids become the property of GoTriangle. GoTriangle will not photocopy your Bid documents for the purpose of complying with this provision requiring duplicate copies. Failure to provide the required number of complete duplicate copies may result in rejection of your Bid. GoTriangle will receive Bids only by personal delivery, courier/delivery service, or regular mail. Bids submitted by facsimile or email will not be accepted.

**Bids will be received until 9:00 am and opened at 10:00 am by way of Microsoft Teams:
Join on your computer, mobile app or room device**

[Join the meeting now](#)

Meeting ID: 267 947 028 450

Passcode: EPDMY8

Dial-in by phone

[+1 252-210-4099,,638778755#](#) United States, Rocky Mount

[Find a local number](#)

Phone conference ID: 638 778 755#

For organizers: [Meeting options](#) | [Reset dial-in PIN](#)

The Bid must be submitted to Mr. William Bryant, Procurement Administrator by the time and date indicated above, marked “**IFB 24-011 BOMF FENCING SERVICES**”.

Please acknowledge receipt of any addendum received on bid form.

Please note the different remit to addresses below, if Contractor chooses to send the Bid by personal delivery, courier/delivery service, or by US mail:

	Delivered By Personal Delivery or Courier/Delivery Service
	Go Triangle 4600 Emperor Blvd, Suite 100 Durham, NC 27703

NO BIDS RECEIVED AFTER THE DATE AND HOUR SET FORTH BELOW WILL BE ACCEPTED OR CONSIDERED. BIDS SENT BY U.S. MAIL THAT ARE NOT RECEIVED IN HAND BY GOTRIANGLE BY THE DEADLINE SET FORTH BELOW WILL NOT BE CONSIDERED. NOTE: NO ELECETRONIC BIDS WILL BE ACCEPTED.

There will be a ***public bid opening (via Microsoft Teams at 10:00 a.m.*** IFBs are being solicited under the GoTriangle purchasing policy for “Informal Bids”. “Informal Bids” are kept confidential until a Contract has been awarded. There is no expressed or implied obligation for GoTriangle to reimburse Contractors for any expenses incurred in preparing Bids in response to this IFB

The awarding of the Contract, if awarded, will be made by GoTriangle as soon thereafter as practicable. Contractors not chosen will be notified in electronic correspondence. The Bid Form should be signed by a responsible representative of the company submitting the Bid. Bid Forms that are not signed will not be considered.

3.3 CHANGES TO IFB DOCUMENT(ADDENDA)

Any changes to this IFB document will be made by written addenda issued by GoTriangle. Upon issuance, the addenda will be considered part of the IFB document and will prevail over inconsistent or conflicting provisions contained in the original IFB document. Addenda will be sent electronically via email from the Procurement Administrator. This process will be repeated each time an addendum is posted to the GoTriangle website.

A valid e-mail address must be provided upon requesting the IFB documents in order for GoTriangle to notify Contractors of the availability of addenda. GoTriangle will not be responsible for Contractors failing to receive notification of the availability of addenda if an invalid e-mail address or no e-mail address was provided to GoTriangle.

Contractors shall acknowledge their receipt of all addenda in Bid Form (Attachment B) submitted with their Bid submission. As with other required documentation, Bids that fail to provide a detailed listing of addenda received may be excluded from further consideration for this solicitation.

A revised due date of Contractor's Bid (if applicable) shall be stated in each addendum. If you have received this solicitation from a source other than the GoTriangle, it is the Contractor's responsibility to ensure that all addenda have been received.

3.4 QUESTIONS

Any questions regarding this IFB should be directed to William Bryant, Interim Procurement Manager. All questions must be submitted in writing before 4:00 p.m. EDST on April 19, 2024. Questions will be emailed only to William Bryant at wbryant@gotriangle.org. Responses to questions will be posted on the GoTriangle's website (<https://gotriangle.org/invitation-bids-ifb>) by 5:00 p.m. EDST on April 22, 2024. All Contractors that have requested previously IFB documents from the GoTriangle website shall be notified of responses via e-mail.

3.5 BID OPENING

GoTriangle Procurement Administrator will open the bids in the presence of bidders' designated representatives who choose to attend, at the time, date and location stipulated in the Bidding Document. The bidders' representatives who are present, shall sign a register evidencing their attendance. Bids not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. The Employer shall prepare minutes of the bid opening including the information disclosed to those present.

3.6 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

Information relating to examination, clarification, evaluation and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons, not initially concerned with such process until the award to the successful bidder has been announced. Any effort by a bidder to influence the processing of bids or award decisions may result in the rejection of the bidder's bid.

A substantially responsive bid is one that conforms to all the terms and conditions and specifications of the bidding document without material deviation or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of the work and which limits in any substantial way. Inconsistent with the bidding documents, GoTriangle's rights or the bidder's obligations under the contract, or whose Rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

If a bid is not substantially responsive, it will be rejected by GoTriangle and may not subsequently be made responsive by correction or withdrawal and the non-conforming deviations or reservations.

SECTION 4. AWARD CRITERIA

4.1 SELECTION

Bids will first be reviewed for responsiveness and inclusion of the components specified in **Section 3** for this IFB document. The absence of any required information may result in exclusion from further analysis.

GoTriangle will make the award to the lowest responsive responsible Contractor whose Bid is most advantageous to the GoTriangle.

GoTriangle may waive any irregularities in any Bid that does not prejudice other Contractors. GoTriangle further reserves the right to negotiate when bids exceed budget amount.

4.2 SELECTION PROCESS PROTEST PROCEDURES

Protests made with respect to this IFB shall be submitted to the CEO not later than five (5) business days after the recommendation of award has been announced. The CEO shall provide a written response within but not later than five (5) business days after receiving such protest. GoTriangle's written response and disposition of protest findings shall be deemed final. GoTriangle's CEO shall report all such protests to the Board of Trustees prior to a Contract award.

Any and all protests filed with GoTriangle CEO shall be submitted in writing and:

- a) Include the name and address of the protester.
- b) Identify the procurement by solicitation number and then the current deadline date for receipt of Bids.
- c) Contain a statement of the legal and factual grounds for the protest and any supporting documentation. The grounds for the protest must be fully supported.
- d) Indicate the ruling or relief that protester desires from GoTriangle.

Violations of federal law or regulations will be handled by the complaint process stated within that law or regulation. Violations of state or local law or regulations will be under the jurisdiction of state or local authorities.

4.3 ACCEPTANCE OR REJECTION OF BIDS

Failure to respond to any of the requirements outlined in either the Invitation for Bids or the Bid Form or a failure to enclose or submit any of the required documents may disqualify the Contractor's Bid submission. GoTriangle has the sole right to select the successful Contractor for award; to reject any and all IFBs and to re-solicit for new IFBs. IFBs shall be submitted to GoTriangle on the most favorable of terms possible from the standpoint of cost, quality, delivery date and technical capability. No Contractor shall have any cause of action against GoTriangle arising out of the methods by which IFBs are assessed. The selection of the successful Contractor shall be at the sole discretion of GoTriangle. Submission of a Bid indicates acceptance by the Contractor of the conditions contained in this IFB unless clearly and specifically noted in the Bid submitted and confirmed in the Contract between GoTriangle and the selected Contractor.

4.4 SCHEDULE OF EVENTS

DATE	IFB N0: 24-011 BOMF FENCING SERVICES
May 07, 2024	IFB distributed and posted to GoTriangle website
May 14, 2024	Non-Mandatory Pre-Proposal Site Visit @ 9:00am
May 16 2024	Inquires must be received in writing by (e-mail Only) to wbryant@gotriangle.org
May 17, 2024	Responses to all questions received will be posted on the GoTriangle website. All firms that have previously registered and downloaded the IFB documents from the GoTriangle website will be notified of responses via e-mail.
May 23, 2024	Bids are due. There will be a public bid opening by way Microsoft Teams at 10:00 am.
TBD	Bids Evaluated
TBD	Review and Selection Committee recommends award to the CEO & President
TBD	Issue Notice of Intent to Award
TBD	GoTriangle Board of Trustees authorizes the CEO to execute contract with the recommended Submitter.
TBD	Enter into Contract with Awarded Firm

SECTION 5. GENERAL BID CONDITIONS

5.1 NOTICE OF FORMAL SOLICITATION

Notwithstanding any other provision of this IFB, all Contractors are hereby specifically advised that this IFB is a form solicitation for Bids only, and is not intended and it not to be constructed as an offer to enter into an agreement or engage into any formal competitive bidding or negotiation pursuant to any statute, ordinance, rule of regulation.

5.2 METHOD OF RESPONSE

Responses to this IFB shall be made according to the scope of work and instructions contained herein. Failure to adhere to instructions may be cause for rejection of any Bid.

5.3 ACCEPTANCE OF TERMS AND CONDITIONS

Contractors understand and agree that submission of a Bid will constitute acknowledgment and acceptance of, and a willingness to comply with, all the terms, conditions, and criteria contained in this IFB, except as otherwise specified in the Bid. Any and all parts of the submitted Bids may become part of any subsequent Agreement between the selected Contractor and GoTriangle.

5.4 FALSE, INCOMPLETE OR UNRESPONSIVE STATEMENTS

False, incomplete, or unresponsive statements in connection with a Bid may be sufficient cause for rejection of the Bid. The evaluation and determination of the fulfillment of the above requirement will be GoTriangle's responsibility and its judgment shall be final.

5.5 CLEAR AND CONCISE SUBMISSION

Bids shall provide a straightforward, concise delineation of the Contractor's capability to satisfy the requirements of the IFB. Each Bid shall be submitted in the requested format and provide all required information. **Each Bid shall be signed in ink by a duly authorized officer of the company.**

5.6 PRIME CONTRACTOR RESPONSIBILITIES

The selected Contractor will be required to assume responsibility for all requested deliverables as indicated in Section 2 regardless of who produces them. Further, GoTriangle will consider the selected Prime Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. Contractor and/or subcontractor shall give a copy of their State of North Carolina Contractor License and permits from governmental agencies as required upon notification of award. The Prime Contractor agrees to pay each Subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the Prime Contractor receives from GoTriangle. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of GoTriangle. The clause applies to both DBE and non-DBE subcontracts.

Retainage:

The Prime Contractor agrees to return retainage payments to each subcontractor within 30 days after the Subcontractors work is satisfactory completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of GoTriangle. This clause applies to both DBE and non-DBE subcontracts.

SECTION 6. ATTACHMENTS

PLEASE REFER TO THE FOLLOWING ATTACHMENTS:

Attachment A – Vendor Information Form

Attachment B – Bid Price Form

Attachment C – Minimum Insurance Requirement

Attachment D – E-Verify Form

Attachment E – Contractor’s Statement of Sales/Use Tax

Attachment F – Iran Divestment Act Certificate

Attachment G – Companies Boycotting Israel Divestment ACT Certification Form

Attachment H – Certificate Regarding Conflict of Interest

Attachment I – Non-Collusion

Attachment J – Federal Clauses

Attachment K- Davis-Bacon Wage Determination

Attachment L – Responsive Checklist

Attachment-A

SUBMITTAL FORM PROPOSER INFORMATION AND SIGNATURE

Firm's Legal Name/Address: _____ Date Prepared: _____

_____ Date Firm Established: _____

_____ Principal to Contact/Title: _____

_____ Business Telephone: _____

_____ Business Email: _____

Is this address the: Main Office Regional Office Branch Office Other _____

Former Firm Name(s), if any. Year Established Name/Address/Telephone of Parent Company, if any

Corporate Structure:

Sole Proprietorship Corporation Joint Venture
 Parent Company Partnership Other (specify): _____

Other offices of the firm:

City/State Telephone No. No. of personnel Identify home office with *

1. State of Incorporation: _____
2. State of North Carolina Registration #: _____
3. Federal Tax Identification #: _____
4. Acknowledge Addendum(a) by specifying Addendum(a) in spaces provided: _____

Certification

The undersigned prime proposer certifies that, to the best of his/her knowledge, the information presented in this Request for Proposals is a statement of facts and that the firm has the financial capability to perform the work being applied for. The undersigned prime proposer further certifies that it knows of no personal and/or organizational conflict of interest prohibited under federal, state, and local law.

I certify (or declare) under penalty of perjury under the laws of the State of North Carolina that the foregoing is true and correct.

Name: _____

Signature: _____

Title: _____

Date: _____

Place: _____

(City and State)

END OF FORM

Attachment B

Cost Proposal

FENCING SERVICE

Base Period: Cost: \$ _____

Option 1A: \$ _____

NEW CHAIN-LINK FENCE (MATCH EXISTING FENCE HEIGHT, BLACK)

Option 1B: \$ _____

INCLUDE TWO (2) PEDESTRIAN GATES WITH KEY-CARD ACCESS AND CALL BUTTON
W/SPEAKER AND MICROPHONE

Option 2: \$ _____

NEW AUTOMATIC SLIDING GATES WITH KEY-CARD AND BUS ID READER FOR ACCESS;
AND A CALL BUTTON WITH SPEAKER, MICROPHONE, AND VIDEO
CAMERA DISPLAY IN DISPATCH OFFICE. TWO GATES THAT OPERATE
INDEPENDENTLY FROM EACH OTHER.

Total Price: \$ -----

Exhibit C
GoTriangle Contract No. 24-011
Minimum Insurance Requirements

1. Definitions. “Contractor” as used in this Exhibit shall mean: _____ “GoTriangle” as used in this Exhibit shall mean the Research Triangle Regional Public Transportation Authority dba GoTriangle. “Contract” as used in this Exhibit shall mean the agreement or contract to which this Exhibit is attached.
2. General Terms. Contractor shall secure and maintain at its own expense each type of insurance, with the applicable minimum coverage limits, as specified in this Exhibit. Contractor shall secure the required insurance policies prior to performing any work, activity, or service under this Contract. Contractor shall maintain such policies throughout the term of this Contract, unless a longer period is required pursuant to the provisions herein. Any insurance carried by Contractor is primary insurance and shall not be considered contributory with any insurance carried by GoTriangle. In the event that any portion of Contractor’s obligations under this Contract are subcontracted by Contractor, then Contractor shall require each subcontractor to secure and maintain insurance satisfying the requirements of this Exhibit, or in the alternative, Contractor may secure and maintain the insurance on the subcontractor’s behalf. The insurance requirements set forth in this Exhibit do not modify or otherwise relieve Contractor of Contractor’s other obligations as stated elsewhere in this Contract.
3. Commercial General Liability. Contractor shall secure and maintain occurrence-form Commercial General Liability insurance, including coverage for premises and operations, products and completed operations, independent contractors, personal injury and blanket contractual liability, with limits of not less than: General Aggregate (\$2 million); Products and Completed Operations Aggregate (\$2 million); Personal and Advertising Injury Aggregate (\$1 million); and Each Occurrence (\$1 million). Such insurance shall be primary and non-contributory with any insurance carried by GoTriangle.
4. Worker’s Compensation and Employer’s Liability. Contractor shall secure and maintain Worker’s Compensation insurance complying with North Carolina statutory requirements covering all employees and owners, and including Employer’s Liability coverage with limits of not less than \$1 million per accident, \$1 million disease per policy limit, and \$1 million disease per employee limit. Coverage shall extend to all states in which operations are conducted.
5. Automobile Liability. Contractor shall secure and maintain Automobile Liability insurance with a limit of not less than \$1 million combined single limit. Such insurance shall include coverage for all owned, hired, and non-owned motorized vehicles both on and off the project site. Such insurance shall be primary and non-contributory with any insurance carried by GoTriangle.
6. Umbrella/Excess Liability. Contractor shall secure and maintain Umbrella or Excess Liability insurance on a “following form” basis with a limit of not less than \$1 million providing excess coverage over and above Contractor’s primary insurance for Commercial General Liability, Automobile Liability, and Employer’s Liability. Such insurance shall be primary and non-contributory with any insurance carried by GoTriangle.
7. Professional Liability. Contractor shall secure and maintain Professional Liability insurance providing coverage for errors or omissions committed in the course of Contractor’s performance under this

Contract. The coverage shall be maintained during the term of this Contract and for at least 3 years following completion of Contractor's performance. The policy shall have limits of not less than \$5 million per claim and in the annual aggregate. The policy may contain a deductible of a maximum of \$250,000, but in such case the deductible shall be the sole responsibility of Contractor, and no portion of the deductible is the responsibility of GoTriangle.

8. Privacy and Network Liability (Cyber). Contractor shall secure and maintain Privacy and Network Liability (Cyber) insurance with a limit of not less than \$5 million aggregate and providing coverage for network security, third party liability, notification services, and cyber extortion.
9. Other Terms.
 - 9.1. Qualified Insurers. Contractor shall secure and maintain the required insurance policies from insurance carriers authorized to conduct business in the State of North Carolina with a current A.M. Best rating of "A-" or better.
 - 9.2. Waiver of Subrogation. The following policies of insurance shall include a waiver of subrogation in favor of Research Triangle Regional Public Transportation Authority dba GoTriangle: Commercial General Liability; Worker's Compensation and Employer's Liability; Automobile Liability; and Umbrella/Excess.
 - 9.3. Additional Insured. The following policies of insurance shall name Research Triangle Regional Public Transportation Authority dba GoTriangle as an additional insured: Commercial General Liability; Automobile Liability; and Umbrella/Excess Liability.
 - 9.4. Notice to GoTriangle. If any required coverage lapses for any reason, Contractor shall provide immediate written notice to GoTriangle. Each policy shall also contain notification provisions whereby GoTriangle will receive not less than 30 days' written notice prior to the cancellation of the policy.
 - 9.5. Claims-made Insurance. If any insurance policy required by this Exhibit is secured on a claims-made basis, then such policy shall provide that:
 - 9.5.1. The retroactive date shall coincide with or precede Contractor's commencement of performance under this Contract (including subsequent policies purchased as renewals or replacements);
 - 9.5.2. The policy shall allow for the reporting of circumstances or incidents that might give rise to future claims;
 - 9.5.3. Contractor shall maintain similar insurance under the same terms and conditions for at least 3 years following completion of all performance under this Contract; and
 - 9.5.4. If insurance is terminated for any reason, Contractor shall purchase an extended reporting provision of at least 3 years to report claims arising from Contractor's performance.

- 9.6. Deductibles and Self-insured Retention. GoTriangle will review all deductible and self-insured retention (SIR) amounts and may require Contractor to secure alternate insurance when in GoTriangle's sole discretion such amounts are not reasonable under the circumstances. The payment of any deductible is the sole responsibility of Contractor.

- 9.7. Certificates of Insurance. Before commencing performance under this Contract, for each required policy Contractor shall furnish a certificate of insurance (COI) to GoTriangle that demonstrates coverage in compliance with the requirements of this Exhibit and includes the following:
 - 9.7.1. Effective and expiration dates of the policy
 - 9.7.2. Amount of any deductible or self-insured retention
 - 9.7.3. Any exclusions to the policy which are not part of the standard form
 - 9.7.4. Reference to GoTriangle Contract Number identified on the first page of this Exhibit
 - 9.7.5. Title block formatted as follows: **Research Triangle Regional Public Transportation Authority dba GoTriangle, PO Box 13787, Research Triangle Park, NC 27709**

ATTACHMENT D – E VERIFY



GOTRIANGLE E-VERIFY EMPLOYER COMPLIANCE STATEMENT

Verify for Public Contracts: HB 786 (S.L. 2013-418)

legislation referenced prohibits governmental units from awarding to or entering into contracts unless the contractor and the contractor's subcontractors comply with the E-Verify requirements of Article 2 of Chapter 64 of the NC General Statutes.

Contractor, hereafter Employer, understands that E-Verify is a federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law. Employer is defined as: Any person, business entity, or other organization that transacts business in State and that employs 25 or more employees in this State. This term does not include State agencies, counties, municipalities, or other governmental bodies.

Employer understands that Employers, as Defined Herein, Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).

Therefore, all employers must be in compliance with the E-Verify requirements to enter into contracts with Triangle Transit.

Now check the type of employer and complete the information.

A) **Employer with less than 25 employees**, not required to use E-Verify:

_____ Company Name	_____ Signature and Title	_____ Date
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B) **Employer with 25 or more employees** required by NC S.L.213-418 to use E-Verify:

Yes, we comply:

_____ Company Name	_____ Signature and Title	_____ Date
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Attachment- F

IFB Number (if applicable): _____

Name of Vendor or Bidder: _____

IRAN DIVESTMENT ACT CERTIFICATION REQUIRED BY N.C.G.S. 143C-6A-5(a)

As of the date listed below, the vendor or bidder listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4 .

The undersigned hereby certifies that he or she is authorized by the vendor or bidder listed above to make the foregoing statement.

Signature _____ Date _____

Printed Name _____ Title _____

Notes to persons signing this form:

N.C.G.S. 143C-6A-5(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. 143C-6A-5(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List.

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/iran and will be updated every 180 days.

Attachment - G

Companies Boycotting Israel Divestment Act Certification Form

RFP/RFQ Number (if applicable): _____

Name of Contracting Party or Bidder: _____

COMPANIES BOYCOTTING ISRAEL DIVESTMENT ACT CERTIFICATION REQUIRED BY N.C.G.S. §147-86.81et seq. *

Pursuant to N.C.G.S. §147-86.81, any person identified as engaging in a boycott of Israel, as defined by this Act. In addition, State agencies must divest from investments in such restricted companies, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.81, is ineligible to contract with the State of North Carolina or any political subdivision of the State.

As of the date listed below, the supplier or bidder listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. §147-86.81.

The undersigned hereby certifies that he or she is authorized by the contracting party or bidder listed above to make the foregoing statement.

Signature

Date

Printed Name

Title

N.C.G.S. §147-86.81 requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. § 147-86.81(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List.

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at: <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Divestment-Acts-Resources.aspx> and will be updated every 180 days.

* Note: Enacted by Session Law 2017-193 as N.C.G.S. §147-86.81et seq.

Attachment H



CERTIFICATION REGARDING CONFLICT OF INTEREST

The Submitter is required to certify that performance of the work will not create any conflicts of interest or disclose any actual or potential conflicts of interest by completing and signing one of the following statements:

The Submitter hereby certifies that to the best of its knowledge and belief, and in accordance with GoTriangle’s “Procedures and Guidelines for Preventing Organizational Conflicts of Interest and RFP Section 2 performance of the services described in the Scope of Work will not create any conflicts of interest for the Submitter, any affiliates, any proposed subconsultants, and key personnel of any of these organizations.

DATE: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

SUBMITTER/COMPANY NAME: _____

OR

The Submitter hereby discloses the following circumstances that could give rise to a conflict of interest for the Submitter, any affiliates, any proposed subconsultants, and key personnel of any of these organizations. (Attach additional sheets as needed.)

Name of the Individual/Company to which potential conflict of interest might apply:

Nature of potential conflict of interest:

Attachment H

Proposed Remedy:

DATE: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

SUBMITTER/COMPANY NAME: _____

Attachment I

PROPOSER STATEMENT OF NON-COLLUSION

BY SUBMISSION OF THIS PROPOSAL, PROPOSER AND EACH PERSON SIGNING ON BEHALF OF PROPOSER CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OF PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:

- (1) The prices of this proposal have been arrived at independently, without collusion, consultation, communication, or agreement with any other Proposer or competitor, for the purposes of restricting competition or as to any matter relating to price.
- (2) Unless otherwise required by law, the prices quoted in this proposal have not been knowingly disclosed by Proposer and will not be disclosed by Proposer directly or indirectly to any other Proposer or competitor before proposals are opened.
- (3) No attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a bid on any portion of the Project work.

IF, FOR ANY REASON, PROPOSER CANNOT CERTIFY AS SET FORTH ABOVE, PROPOSER SHALL SO STATE AND SET FORTH THE REASONS IN DETAIL BELOW:

Subscribed to under penalty of perjury under the laws of the State of North Carolina, this _____ day of _____, 20____ as the act and deed of said corporation or partnership.

Name (print):

Title:

Company:

ACCESS TO RECORDS AND REPORTS

- a. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records.
- b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract in accordance with 2 CFR § 200.337.
- d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

AMERICANS WITH DISABILITIES ACT(ADA)

The contractor agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

BUY AMERICA REQUIREMENTS

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661 and 2 CFR § 200.322 Domestic preferences for procurements, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7.

Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget, the U.S. Department of Transportation, and FTA. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C), 49 U.S.C. § 5323(u) and 49 C.F.R. § 661.11. Domestic preferences for procurements

The bidder or offeror must submit to the Agency the appropriate Buy America certification. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive. For more information please see the FTA's Buy America webpage at: <https://www.transit.dot.gov/buyamerica>

RESTRICTIONS ON LOBBYING

Conditions on use of funds.

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

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

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

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

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

Certification and disclosure.

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

(1) Award of a Federal contract, grant, or cooperative agreement exceeding \$100,000; or

(2) An award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000.

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

(1) A Federal contract, grant, or cooperative agreement exceeding \$100,000; or

(2) A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000,

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

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

(1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,

(3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

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

(1) A subcontract exceeding \$100,000 at any tier under a Federal contract;

(2) A subgrant, contract, or subcontract exceeding \$100,000 at any tier under a Federal grant;

(3) A contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding \$150,000; or,

(4) A contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement,

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

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

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

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

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

BOND REQUIREMENTS

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of 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 requirements 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.

It is also understood and agreed that if the bidder should withdraw any part or all of their bid within [90] days after the bid opening without the written consent of the Agency, or refuse or be unable to enter into this Contract as provided above, or refuse or be unable to furnish adequate and acceptable Performance and Payment Bonds, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, it shall forfeit its bid guaranty to the extent Agency's damages occasioned by such withdrawal, or refusal, or inability to enter into a Contract, or provide adequate security thereof.

It is further understood and agreed that to the extent the defaulting bidder's bid guaranty shall prove inadequate to fully recompense Agency for the damages occasioned by default, then the bidder agrees to indemnify Agency and pay over to Agency the difference between the bid guarantee and Agency's total damages so as to make Agency whole.

The bidder understands that any material alteration of any of the above or any of the material contained herein, other than that requested will render the bid unresponsive.

Performance Guarantee. A Performance Guarantee in the amount of 100% of the Contract value is required by the Agency to ensure faithful performance of the Contract. Either a Performance Bond or an Irrevocable Stand-By Letter of Credit shall be provided by the Contractor and shall remain in full force for the term of the Contract. The successful Bidder shall certify that it will provide the requisite Performance Guarantee to the Agency within ten (10) business days from Contract execution. The Agency requires all Performance Bonds to be provided by a fully qualified surety company acceptable to the Agency and listed as a company currently authorized under 31 C.F.R. part 22 as possessing a Certificate of Authority as described hereunder. Agency may require additional

performance bond protection when the contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The Agency may secure additional protection by directing the Contractor to increase the amount of the existing bond or to obtain an additional bond.

If the Bidder chooses to provide a Letter of Credit as its Performance Guarantee, the Bidder shall furnish with its bid, certification that an Irrevocable Stand-By Letter of Credit will be furnished should the Bidder become the successful Contractor. The Bidder shall also provide a statement from the banking institution certifying that an Irrevocable Stand-By Letter of Credit for the action will be provided if the Contract is awarded to the Bidder. The Irrevocable Stand-By Letter of Credit will only be accepted by the Agency if:

1. A bank in good standing issues it. The Agency will not accept a Letter of Credit from an entity other than a bank.
2. It is in writing and signed by the issuing bank.
3. It conspicuously states that it is an irrevocable, non-transferable, "standby" Letter of Credit.
4. The Agency is identified as the Beneficiary.
5. It is in an amount equal to 100% of the Contract value. This amount must be in U.S. dollars.
6. The effective date of the Letter of Credit is the same as the effective date of the Contract
7. The expiration date of the Letter of Credit coincides with the term of the contract.
8. It indicates that it is being issued in order to support the obligation of the Contractor to perform under the Contract. It must specifically reference the Contract between the Agency and the Contractor the work stipulated herein.

The issuing bank's obligation to pay will arise upon the presentation of the original Letter of Credit and a certificate and draft to the issuing bank's representative at a location and time to be determined by the parties. This documentation will indicate that the Contractor is in default under the Contract.

Payment Bonds. A Labor and Materials Payment Bond equal to the full value of the contract must be furnished by the contractor to Agency as security for payment by the Contractor and subcontractors for labor, materials, and rental of equipment. The bond may be issued by a fully qualified surety company acceptable to (Agency) and listed as a company currently authorized under 31 C.F.R. part 223 as possessing a Certificate of Authority as described thereunder.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

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

Clean Air Act

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

Federal Water Pollution Control Act

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

CARGO PREFERENCE REQUIREMENTS

The contractor agrees:

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

CIVIL RIGHTS LAWS AND REGULATIONS

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

1 Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to:

- a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.
- b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or

national origin.

2 Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

3 Nondiscrimination on the Basis of Age. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

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

Civil Rights and Equal Opportunity

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

1. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

5. Promoting Free Speech and Religious Liberty. The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards pursuant to 23 CFR § 940. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

DEBARMENT AND SUSPENSION

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. 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 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

DAVIS BACON ACT AND COPELAND ANTI-KICKBACK ACT

For all prime construction, alteration or repair contracts in excess of \$2,000 awarded by FTA, the Contractor shall comply with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week. The Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States." The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

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

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

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

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

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

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

ENERGY CONSERVATION

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

EQUAL EMPLOYMENT OPPORTUNITY

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

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

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

NOTICE TO THIRD PARTY PARTICIPANTS

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

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

FLY AMERICA

a) Definitions. As used in this clause—

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

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

c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

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

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

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

FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

(1) The contractor certifies that it:

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

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

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

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

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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

NOTIFICATION TO FTA

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

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

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

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

SOLID WASTES

A Recipient that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

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

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

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

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

a. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.

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

PROMPT PAYMENT

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

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

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

SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use

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

Distracted Driving

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

SEISMIC SAFETY

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation (DOT) Seismic Safety Regulations 49 C.F.R. part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.

SPECIAL DOL EEO CLAUSE

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

Applies to States –

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

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

b. Documents - The State agrees to provide the information required under this provision in the following documents: (1) applications for federal assistance, (2) requests for proposals or solicitations, (3) forms, (4) notifications, (5) press releases, and (6) other publications.

SIMPLIFIED ACQUISITION THRESHOLD

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

SEVERABILITY

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

TERMINATION

Termination for Convenience (General Provision)

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

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

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

Opportunity to Cure (General Provision)

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

If Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Agency

shall not limit Agency's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Convenience (Professional or Transit Service Contracts)

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

Termination for Default (Supplies and Service)

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

Termination for Default (Transportation Services)

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

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

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

Termination for Default (Construction)

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

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if: 1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and 2. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract. 3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Architect and Engineering)

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

If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Cost-Type Contracts)

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

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

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

TRAFFICKING IN PERSONS

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

- (a) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;
- (b) Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or

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

VETERANS HIRING PREFERENCE

Veterans Employment - Recipients and subrecipients of Federal financial assistance shall ensure that contractors working on a capital project funded using such assistance give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would 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.

VIOLATION AND BREACH OF CONTRACT

Disputes:

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

Performance during Dispute:

Unless otherwise directed by the agencies authorized representative, contractor shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages:

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

Remedies:

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

Rights and Remedies:

Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Agency or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Federal Certifications

CERTIFICATION AND RESTRICTIONS ON LOBBYING

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

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

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

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

Name of Bidder/Company Name: _____

Type or print name: _____

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

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

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

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

(1) It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,

(2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:

- a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
 1. Debarred,
 2. Suspended,
 3. Proposed for debarment,
 4. Declared ineligible,
 5. Voluntarily excluded, or
 6. Disqualified,
- b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
 1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
 2. Violation of any Federal or State antitrust statute, or,
 3. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,
- c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,
- d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
- e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,
- f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
 1. Equals or exceeds \$25,000,,
 2. Is for audit services, or,
 3. Requires the consent of a Federal official, and
- g. It will require that each covered lower tier contractor and subcontractor:
 1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
 2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
 - a. Debarred from participation in its federally funded Project,
 - b. Suspended from participation in its federally funded Project,
 - c. Proposed for debarment from participation in its federally funded Project,
 - d. Declared ineligible to participate in its federally funded Project,
 - e. Voluntarily excluded from participation in its federally funded Project, or
 - f. Disqualified from participation in its federally funded Project, and

(3) It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Certification

Contractor: _____

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

Name and Title of Contractor's Authorized Official: _____

**BUY AMERICA CERTIFICATION
STEEL OR MANUFACTURED PRODUCTS**

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).

Certificate of 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.

Company _____
Name _____ Title _____
Signature _____ Date _____

Certificate of Non-Compliance with Buy America Steel or Manufactured Products 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 _____

Attachment K

"General Decision Number: NC20230040 04/21/2023

Superseded General Decision Number: NC20220040

State: North Carolina

Construction Type: Building

County: Wake County in North Carolina.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
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If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.
---	--

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this

wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date

0 01/06/2023
1 04/21/2023

CARP1263-005 10/01/2022

Rates Fringes

MILLWRIGHT.....\$ 30.12 17.50

IRON0848-005 07/01/2022

Rates Fringes

IRONWORKER, STRUCTURAL.....\$ 27.35 16.65

* PLUM0421-003 07/01/2022

Rates Fringes

PIPEFITTER.....\$ 31.66 12.69

* SUNC2011-021 08/24/2011

Rates Fringes

BRICKLAYER.....\$ 19.00 0.00

CARPENTER (Drywall Hanging Only).....\$ 13.83 ** 0.00

CARPENTER, Excludes Drywall Hanging, and Form Work.....\$ 17.55 4.14

CEMENT MASON/CONCRETE FINISHER...\$ 14.19 ** 0.00

ELECTRICIAN.....\$ 18.48 3.18

FORM WORKER.....\$ 12.43 ** 1.80

LABORER: Common or General.....\$ 9.73 ** 0.00

LABORER: Landscape & Irrigation.....\$ 9.13 ** 0.28

LABORER: Pipelayer.....\$ 13.35 ** 2.80

LABORER: Mason
Tender-Brick/Cement/Concrete. ...\$ 12.00 ** 0.00

OPERATOR:
Backhoe/Excavator/Trackhoe..... \$ 15.64 ** 2.22

OPERATOR: Bulldozer.\$ 16.00 ** 1.87

OPERATOR: Crane.\$ 19.77 4.48

OPERATOR: Forklift..... \$ 13.86 ** 0.00

OPERATOR: Grader/Blade.\$ 15.72 ** 1.49

OPERATOR: Loader.....\$ 16.17 ** 0.25

PAINTER: Brush, Roller and
Spray.....\$ 12.35 ** 0.00

PLUMBER.....\$ 19.35 2.43

ROOFER.....\$ 11.06 ** 1.26

SHEET METAL WORKER (HVAC Duct
Installation Only).....\$ 20.86 2.25

SHEET METAL WORKER, Excludes
HVAC Duct Installation.....\$ 15.81 ** 1.40

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

=====
** Workers in this classification may be entitled to a higher
minimum wage under Executive Order 14026 (\$16.20) or 13658
(\$12.15). Please see the Note at the top of the wage
determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any
solicitation was issued) on or after January 1, 2017. If this
contract is covered by the EO, the contractor must provide
employees with 1 hour of paid sick leave for every 30 hours
they work, up to 56 hours of paid sick leave each year.
Employees must be permitted to use paid sick leave for their
own illness, injury or other health-related needs, including
preventive care; to assist a family member (or person who is
like family to the employee) who is ill, injured, or has other
health-related needs, including preventive care; or for reasons
resulting from, or to assist a family member (or person who is

like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average

calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations

Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISIO"

ATTACHMENT- L

RFP RESPONSE CHECKLIST

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1.0 Vendor Response Checklist	2
2.0 Vendor Attachments.....	2

1.0 Proposer Response Checklist

ALL FORMS AND REQUIRED INFORMATION BELOW MUST BE COMPLETED AND INCLUDED WHEN YOU SUBMIT YOUR PROPOSAL PACKAGE:

Table 1 Vendor Response Checklist

Item #	Proposal Response Item	Completed and Provided as Instructed	
		YES <input type="checkbox"/>	NO <input type="checkbox"/>
1	A. Cover Sheet	YES <input type="checkbox"/>	NO <input type="checkbox"/>
2	B. Table of Contents	YES <input type="checkbox"/>	NO <input type="checkbox"/>
3	C. Concise Letter of Interest	YES <input type="checkbox"/>	NO <input type="checkbox"/>
4	D. Statement of Judgments	YES <input type="checkbox"/>	NO <input type="checkbox"/>
5	E. Understanding of Scope of Work	YES <input type="checkbox"/>	NO <input type="checkbox"/>
6	F. Qualifications and Experience	YES <input type="checkbox"/>	NO <input type="checkbox"/>
7	G. Previous Experience of Similar Scope of Work	YES <input type="checkbox"/>	NO <input type="checkbox"/>
8	H. References from Previous Clients	YES <input type="checkbox"/>	NO <input type="checkbox"/>
9	I. Start-Up and Transition Plan	YES <input type="checkbox"/>	NO <input type="checkbox"/>
10	J. Attachments	YES <input type="checkbox"/>	NO <input type="checkbox"/>

2.0 Proposer Attachments

The Proposer must complete the following table identifying all the other documents that are being attached as part of the RFP response.

Table 2 Vendor Attachment Checklist

Item #	Attachment Name	Attachment Provided?	
		YES <input type="checkbox"/>	NO <input type="checkbox"/>
1	A. Proposal Submittal Form (Attachment A)	YES <input type="checkbox"/>	NO <input type="checkbox"/>
2	B. Bid Form (Attachment B)	YES <input type="checkbox"/>	NO <input type="checkbox"/>
3	C. Minimum Insurance Requirements (Attachment C)	YES <input type="checkbox"/>	NO <input type="checkbox"/>
4	D. E-Verify Form (Attachment D)	YES <input type="checkbox"/>	NO <input type="checkbox"/>
5	E. Contractor's Statement of Sales/Use Tax (Attachment E)	YES <input type="checkbox"/>	NO <input type="checkbox"/>
6	F. Iran Divestment Act Form (Attachment F)	YES <input type="checkbox"/>	NO <input type="checkbox"/>
7	G. Companies Boycotting Israel Divestment Act Form (Attachment G)	YES <input type="checkbox"/>	NO <input type="checkbox"/>
8	H. Certificate Regarding Conflict of Interest (Attachment H)	YES <input type="checkbox"/>	NO <input type="checkbox"/>
9	I. Non - Collusion (Attachment I)	YES <input type="checkbox"/>	NO <input type="checkbox"/>
10	J. Federal Clauses (Attachment J)	YES <input type="checkbox"/>	NO <input type="checkbox"/>
11	K. Wage Determination (Attachment K)	YES <input type="checkbox"/>	NO <input type="checkbox"/>
	L. Responsive Checklist (Attachment L)	YES <input type="checkbox"/>	NO <input type="checkbox"/>