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REQUIRED SUBMITTAL FORMS:
Formal Proposal – According to Section 2.4 of this document
Warranty Detail – To be provided by proposer
Relevant FTA Required Clauses – properly executed
Sample Contract - To be provided by proposer
1.0 BACKGROUND
The Ozark Regional Transit Authority (ORT) provides public transportation services within the urban and rural growth boundary of Northwest Arkansas and with a fleet of approximately thirty-two (32) transit vehicles, varying in size up to 40’ long, 8.5’ wide and 11’2” high. The fleet includes non-revenue passenger vehicles, vans, para transit vehicles and buses.
ORT will be evaluating and selecting a firm or individual for award of contract to deliver and install a new vehicle wash system. The proposed new system will be installed at ORT’s existing maintenance facility.

2.0 PROPOSAL REQUIREMENTS
By submitting a proposal, Proposer certifies that the Proposer has not discriminated and will not discriminate, against any minority, women or small business enterprise in obtaining a required subcontract. By submitting a proposal, Proposer certifies under penalty of perjury, that the Proposer is, to the best of the Proposer’s knowledge, not in violation of any tax laws described in Section 5. Proposals shall provide a detailed and clear description of the qualifications to satisfy the requirements of the RFP. Proposers are cautioned not to minimize the importance of an adequate response in any area.

2.1 OPTIONAL PRE-PROPOSAL MEETING
An optional preproposal conference will be held on Wednesday, April 28, 2021 at 10:00 a.m. Statements made by ORT representatives are not binding unless confirmed by written Addenda. The meeting will include a tour of the existing bus wash station where the new system will be installed and a question-and-answer session following the tour.

It is highly recommended that all vendors intending to submit proposals in response to this RFP attend the conference to be held at ORT operations office at:

2423 E. Robinson Avenue
Springdale, Arkansas 72764

2.2 CLOSING DATE, TIME AND PROCEDURES
Proposals must be received at ORT prior to closing date and time; no later than Thursday, May 20, 2021 at 5:00 p.m., Central Standard Time, addressed to:

Karen Eccles, Controller
2423 E. Robinson Ave.
Springdale, Arkansas 72764

All proposals received by closing date and time will be opened and recorded on Monday, May 24, 2021 at 2:00 p.m., Central Standard Time. Proposals received after the designated closing date and time will not be considered. ORT reserves the right to extend the closing by written addenda in the event that ORT determines that additional time is needed to consider and respond to a protest or that additional time is needed by proposers to review and respond to Addenda.
ORT reserves the right, in its sole discretion, to cancel this procurement or to reject any or all Proposals. ORT reserves the right to waive, as an informality, any minor irregularities contained in any bid.

2.3 PROPOSAL FORMATTING INSTRUCTIONS

All pages must be printed, computer generated or typewritten and placed in binder.

2.4 PROPOSAL SUBMISSION

Proposals and any required submittal forms in response to the RFP must be signed in ink by an authorized representative of the firm. A primary contact person for solicitation purposes with phone number, e-mail address and fax number must be included.

One (1) copy marked as an original (signed in ink) and two (2) complete copies of the proposal must be submitted in a sealed envelope or package. The envelope/package must be clearly marked on the outside with the following information:

“RFP 2021.BW - Transit Bus Wash System - Proposal”.

2.5 PROPOSAL CONTENTS

Proposals shall be organized, information submitted, and questions answered in the order of corresponding numbered items below:

2.5.1 QUALIFICATIONS OF PROPOSER AND STAFF

The proposer shall possess a manufacturing facility which can satisfactorily support the delivery and installation schedule for the scope of work and specifications of the contract described in this request for proposal; or are an authorized representative for such a manufacturing facility.

Proposer must provide evidence of a minimum of five (5) years of experience in manufacturing, delivery, and installation of transit bus wash systems.

Proposer must provide evidence of a minimum of five (5) years of experience in the removal and disposal of existing bus wash or the ability to have this work performed by an experienced subcontractor.

2.5.2 QUALIFICATIONS OF SUBCONTRACTORS

Proposer must identify any work to be subcontracted to complete this project if awarded the bid. Proposer must identify all subcontractors and the specific work to be performed by each. Information must include subcontractor name, address, and principal contact information. Contact information must include full name, telephone number, e-mail address, physical address, and DUNS Number.

Proposer must establish that each subcontractor has experience in the specific type of work to be performed. Proposer must provide a list of previous work performed by each subcontractor for proposer within the past five years and evidence that all work was satisfactorily and successfully completed.
2.5.3 REFERENCES

Proposer should provide at least five (5) references for similar projects completed. Information must include dates, company name, contact information, and specific work performed. Contact information for each reference must include names, telephone numbers and e-mail addresses for each contact.

2.5.4 PRODUCT INFORMATION

Proposer must submit detailed product information regarding its bus wash. Proposers should indicate whether features are included with the basic system or are options at an additional cost. Proposers should submit sufficient information to assist ORT in evaluating and determining, which system will best serve its needs. Information should include but not be limited to the following:

1. General Material composition of the system components and information on general installation floor plan including space requirements, equipment layout, and tire guide attachments and attachment procedures (if any) and floor layout spacing relative to the current maintenance facility bus washing station.
2. Detergent usage per wash cycle for up to a 40’ foot bus.
3. Electrical service and electricity usage per wash cycle. Water volume and capacity requirements required for use of the proposed system.
4. Other

Provide all additional product information, features, limitations, or services to be considered.

2.5.5 DELIVERY SCHEDULE

Proposer shall provide a detailed schedule of delivery and installation of a bus wash and identifying the number of days for substantial completion after notice to proceed and identifying milestones and duration for each.

Delivery schedule should be based on the basic systems specifications set forth in Section 4.0 of this request for proposal. Proposer should include time required to obtain all permits required to remove and dispose of the existing systems, parts and components and to deliver and install the new systems, parts and components. Proposer is responsible for obtaining and paying for all federal, state or local permits required for completion of work as described herein.

2.5.6 COST PROPOSAL

Proposer must complete a cost proposal and insert it as Attachment V, based on the specifications in Section 4.0. Cost proposal must include a line item for the cost of each of the following:

1. New bus wash system and components
2. New bus wash system and components installation
3. Existing bus wash system removal and disposal
4. Ongoing maintenance contract pricing for materials, parts and labor.
2.6 REVIEW OF SOLICITATION DOCUMENTS

Solicitation documents may be reviewed online at www.ozark.org.

All inquiries should be directed to Karen Eccles, Purchasing Specialist via e-mail at: keccles@ozark.org.

Inquiries by phone will not be acknowledged.

Proposers shall promptly notify ORT contact listed above of any ambiguity, inconsistency or error, if discovered, upon examination of the contract documents.

2.7 DATE, TIME, AND PLACE OF OPENING

Proposals will be opened on Monday, May 24, 2021 at 2:00 p.m. at the offices of ORT. ORT reserves the right to modify the place of opening by written notice to Proposers.

2.8 ADDENDA

ORT reserves the right to change this procurement by written addenda. Proposers will be notified of issuance of addenda by updates to the document(s) on ORT’s website. Addenda will be made available for review online at www.ozark.org. Addenda will be provided within a reasonable time, not less than 72 hours (except for countervailing public interest) prior to closing to allow Proposers to consider the addenda. Addenda making a modification of the evaluation criteria shall be issued no fewer than five (5) days prior to closing.

Proposers may submit a written request for change or a protest by the close of business the next day after issuance of an addendum or until close of the protest period, whichever is later.

2.9 EVALUATION PROCEDURE AND CRITERIA

1. An evaluation committee will be appointed to score and rank proposals. Only those proposals determined by the committee to be responsive and from responsible proposers will be considered for award. The committee will determine responsibility of proposers in accordance with the ranking per the RFP.

2. The committee will evaluate and score proposals based on the best value offered after consideration of all non-cost and cost factors. The relative importance of each factor is ranked in item #4 below.

3. The committee reserves the right to obtain or prepare a financial analysis of the apparent successful proposal before determining to proceed with a recommendation for award.

4. ORT reserves the right to make changes to the RFP during discussions and negotiations. Any changes to the RFP shall be distributed to all Proposers remaining as finalists at the time the change is made. ORT reserves the right to investigate the qualifications of all Proposers under consideration and to confirm any part of the information furnished by a Proposer, or to require other evidence of managerial, financial or technical capabilities, which are considered necessary for the successful performance of the work. The Executive Director and/or
Representatives shall have full authority over the selection and decision to award, subject to applicable Board policy. In determining the most responsive proposers, ORT reserves the right to take into consideration any or all information supplied by the Proposers or obtained by the evaluation committee in its investigation into the experience and qualification of the proposers. The relative importance of each factor is ranked and scored in the following order, from most important to least important.

1) Product Features/Information Score of 35%
2) Cost Score of 30%
3) Delivery schedule Score of 25%
4) References /Qualifications of Proposer and Staff Score of 10%

TOTAL 100%

2.9.1 PROTEST PROCEDURE

Proposers or third parties who can demonstrate a substantial economic interest may protest the decision regarding (1) a provision of the Request for Proposals or (2) contract award. All communication concerning a protest shall be in writing and will be open for public inspection. Protest must be filed in writing within two (2) weeks of an announcement of bid award. A copy of the complete protest policy may be obtained by contacting ORT.
3.0 SCOPE OF WORK

- Obtain all required federal, state, and local permits to complete the work.
- Removal of and disposal of existing system
- Provide, deliver, and install new operational bus wash.
- Provide training for operation and basic maintenance of new system.
- Provide ongoing maintenance contract. This need to also be identified.described in another section. the costs form should include a line for the ongoing maintenance contract.
4.0 SPECIFICATIONS

The word “system” means the basic system, including any components, parts or accessories needed for it to be operable.

Proposers should not rely on any measurements contained in this RFP for accuracy in preparation of cost proposals or manufacturing of the systems and ORT or its representatives shall not be held responsible for errors in calculations made because of use of these measurements by proposers or awarded contractor.

Bus Wash System

A. Manufacturer’s Reference

1. The system shall be produced by a manufacturer of established reputation with a minimum of five (5) years’ experience supplying the specific equipment detailed herein.
2. The brush unit, pumping stations and all electrical controls shall be designed, assembled, and supplied by one manufacturer.
3. A list of rollover vehicle wash system installations within the last five (5) years must be provided by the bidder. This list shall include the contact person at each location who is familiar with the operation and maintenance of the wash system. Based on the information supplied and discussions with contact persons named the owner will determine the acceptability of the proposed supplier and the equipment.
4. Bidder must provide a list of factory-authorized local service and technical support teams in the area (“in the area” is defined as no more than sixty (60) miles from the installation site).

B. General Description

1. A heavy-duty, three-brush rollover wash system capable of washing a high volume of various sizes and styles of vehicles.
2. The machine shall control the wash process to provide a consistent wash result without relying on the judgment of individual drivers.
3. The unit is to be manufactured according to quality assurance standards of ISO 9001 and environmental standards of ISO 14001.
4. This system can wash the front and rear of vehicles several times on a single wash pass and includes a special Automatic Mirror Protection Program. The machine fully controls the degree of brush pressure on the vehicle and it automatically self-adjusts as required.
5. The wash functions of this system shall be operated automatically.
6. The system shall be delivered complete with all control systems, metering devices, drive motors, and brush assemblies, floor rails and guide rails.
C. Vehicle Wash Operation
1. Vehicles entering the wash area will stop just before entering the rollover gantry. The driver is signaled to STOP by a red traffic light (Optional).
2. The driver selects the wash program on the main control box and starts the machine.
3. The brushes move into the front of the vehicle. The front area is cleaned by overlapping side brushes or the roof brush, or both depending on the selected wash program.
4. Once the front cleaning function is complete, the brushes will withdraw and move automatically around the mirrors (Automatic Mirror Protection Program).
5. The machine now washes the sides and the roof of the vehicle.
6. The side brushes shall then move into the back of the vehicle, cleaning with overlapping side brushes or the roof brush, or both depending on selected wash program. Alternate program choices are available to accommodate different styles of vehicles within the fleet.
7. Once the rear has been cleaned, the machine rinses the vehicle of detergent.
8. The machine then provides a secondary rinse that includes an application of a sanitizing agent and then returns to home position.
9. The driver is signaled to EXIT the wash by a green traffic light (Optional).

D. Features/Performance/Construction
1. Brush Machine Housing
   a) All frame and steel components shall be hot dipped galvanized (or approved equal). The frame structure of the gantry is to be enclosed with painted galvanized sheet metal and PVC splash guards (or approved equal). Each side of the gantry shall have a cabinet door, gaining access to machine components and controls. All gearboxes and motors are to be encased inside the machine for the highest quality of protection against water. Floor rails shall be hot dipped galvanized (or approved equal) and equipped with derailng protection system. The gantry shall be direct driven via VFD-motors. (Variable Frequency Drive). Chain drive is unacceptable.
   b) All frame structures shall be hot dip galvanized (or approved equal). **Aluminum or Stainless Steel is unacceptable.**

2. Brushes
The system shall be equipped with 2 vertical side brushes and 1 horizontal roof brush. The side brushes (1 & 2) shall be suspended and full length, capable of washing the vehicle’s front if desired, as well as the rear of the vehicle multiple times with an overlapping movement. This set of brushes will also wash the vehicle’s sides and shall be equipped with an Automated Mirror Avoidance Program. This function shall be capable of multiple programs to accommodate various styles of vehicles that exist in the fleet presently, and any future styles that may be procured during the lifetime of the wash system. *Pneumatics is not acceptable to control the brushes.*

Brush pressure is to be electrically driven, with the inclusion of an amperage meter for all brushes (1, 2 & 3), which is to constantly monitor pressure on the vehicle’s surface. The movement of the overlapping side brushes is electrically controlled with motors and worm gearboxes via maintenance-free steel reinforced cog belts. *Via gravity alone, pneumatics or hydraulics are not acceptable.* The movement of the roof brush is electrically controlled with motors and worm gearboxes via maintenance-free cog belts. *Chains are not acceptable.*
Should pressure become too high due to malfunction or driver error, the system shall automatically shut down to prevent damage. The cause of the shutdown shall be indicated on an LCD Touch Screen within the control panel. Reactivation of the system shall be achieved by resetting the alarm/breaker switch.

Brush pressure is to be self-monitoring and self-adjusting to pre-programmed levels prior to the commencement of each wash.

Bristles shall be polyethylene material that is "X" grooved to facilitate water and detergent delivery. The tips shall be flagged to provide soft touch to prevent scratching to glass and paint. Each brush section shall consist of a pliable plastic backing which is mounted to a 4- 3/4” hot dip galvanized steel shaft with a wall thickness of 0.16 inch. Aluminum is unacceptable. The design shall be such that all sections for the side brushes shall be full density with a minimum of 84 tips per square inches on all brush sections. Sections of less density brushes are not acceptable.

Brushes shall have a provision of water and detergent delivery. The mixture of detergent to the brushes shall be adjustable from the floor level allowing for adaptation to wash conditions. Piping shall be galvanized with brass spray tips.

Brushes are to be driven by high-efficiency, energy efficient and durable 3 HP, 3 phase, 60Hz TEFC electric motors.

3. Supply Cables and Cable Support

The festoon system shall consist of a C-profile with trolley wagons. All steel details shall be hot dipped galvanized (or approved equal) including the brackets for fastening to the wall.

4. Detergent Injection Pump

The dosing pump for detergent distribution to the brushes shall be a self-priming diaphragm-pump. The pump shall consist of:

1) A cabinet incorporating the drive unit and the electronics.
2) A dosing head with back plate, diaphragm valves, connections, and vent valve.
3) As the pump is always dosing at full stroke length, it ensures the same high accuracy and suction capability, irrespective of the capacity, which is infinitely variable in the ratio 1:100. The pump features a user-friendly control panel which gives access to the pump functions.

5. Rinse Arch

The rinse spray arch shall consist of a 3/4 inch galvanized pipe equipped with no less than 20 brass spray tips, mounted on a galvanized frame. Components such as plastic tips, or PVC pipe, are not acceptable.

The system shall provide a complete rinse utilizing no more than 30 GPM @ 45 PSI.

The final rinse may include an option for injection of a sanitizing agent.
6. Tire Guide Rails

The tire guide rails shall be flared at the entrance to facilitate entrance into the wash. The guide rails shall be constructed of 4-inch tubular steel pipe. Rail height is not to exceed 6 inches. All sections shall be smoothly finished to avoid damage to tires. Rails are to be anchored to the floor with 1/2 inch galvanized or non-corrosive concrete lag bolts. (10 feet on each side).

All components of the tire guide rails shall be hot dip galvanized steel.

Warranty

Equipment warranty will cover One (1) year commencing upon the date of functional operation after installation. This warranty will cover the repair or replacement of equipment or material that causes any operational disturbances due to manufacturing defects or installation defects occurring within the stated one (1) year period.

Ten (10) Year warranty on steel framework including galvanizing, welds, and overall integrity.

Drawings/ Owner Manuals and Training

The supplier shall provide the following:

a. As-built shop drawings of the system including electrical and plumbing drawings from client supplied connections in the wash bay.
b. Up to Three (3) owner’s manuals – Hard copy and electronically.
c. On-site training: Equipment Maintenance – Minimum 1 hour
   Equipment Operation – Minimum 1 hour
   Driver Operation – Minimum 1 shift

Utility Requirements:

Water:
1-1/2” cold water (60PSI) feed with backflow protection to mutually agreed service areas such as the pump room and wash bay.

Electrical

1. 3-phase: 20amps @ 460/480 VAC or
2. 1-phase: 10amps @ 110/120V for control & detergent injection pump.

Ethernet Module

An Ethernet module is available to enable contact between the machine’s PLC and the factory for remote diagnostics and off-site program adjustments (network/ internet access required).
7. Controls
The system shall be equipped with self-diagnostic software that indicates any errors, malfunctions, or other stoppages on a display screen. The nature of the shutdown shall be displayed on the LCD Touch Screen mounted in the control panel. The terminal has three different color backgrounds depending on the status of the machine. Green for OPERATIONAL MODE, Orange for EMERGENCY STOP and Red for ALARM. The terminal in the machine’s electric main control box adjusts the load sensitivity using power relays. The main control box with the control panel shall be mounted on the left-hand side of the gantry.

The system is to include a counter which displays the number of washes performed, both collectively and in various programs chosen. The system is to contain the capability to perform numerous unique wash programs for differing wash choices. Alternate wash selections can be activated by the driver on a control panel prior to commencing the wash.

All electrical components and cabinet shall be UL/ULC listed. All control panels shall be UL/ULC listed as a complete enclosed industrial control panel.

There shall be four emergency stop buttons, located on each corner of the machine including one on the main control box.

The main control box shall include a control panel with a LCD Touch Screen to provide the following standard functions:
- **Wash Program 1**: Transit Cut-Away Bus Small
- **Wash Program 2**: Transit Cut-Away Medium
- **Wash Program 3**: Transit Bus-Flat nose Bus
- **Wash Program 4**: Passenger Van
- **Wash Program 5**: Mini-Van
- **Side Brushes On/Off**
- **Roof Brush On/Off**
- **Detergent Arch On/Off** (Optional)
- **Start Wash Machine “Enter”**
- **Reset Wash Machine**
- **Roof Brush Up**
- **Side Brushes Apart**
- **Manual Operation** (Service Menu)
- **Drive-through Mode** (Optional)
- **Master Menu**
- **Emergency Stop**
- **Emergency Stop Reset**

*The manual system shall be capable of over-riding the automated programmed modes.*

Warranty
Equipment warranty will cover One (1) year commencing upon the date of production. This warranty will cover the repair or replacement of equipment or material that causes any operational disturbances due to manufacturing defects or installation defects occurring within the stated one (1) year period.
Ten (10) Year warranty on steel framework including galvanizing, welds and overall integrity.
**Drawings/ Owner Manuals and Training**
1. The supplier shall provide the following:
   a. As-built shop drawings of the system including electrical and plumbing drawings from client supplied connections in the wash bay.
   b. Up to Three (3) owner’s manuals – Hard copy and electronically.
   c. On-site training: Equipment Maintenance – Minimum 1 hour

   Equipment Operation – Minimum 1 hour
   Driver Operation – Minimum 1 shift

**Utility Requirements:**
**Water:**
1-1/2” cold water (60PSI) feed with *backflow protection* to mutually agreed service areas such as the pump room and wash bay.

**Electrical**
1. 3-phase: 20amps @ 460/480 VAC or
2. 1-phase: 10amps @ 110/120V for control & detergent injection pump.

**Ethernet Module**
An Ethernet module is available to enable contact between the machine’s PLC and the factory for remote diagnostics and off-site program adjustments (network/ internet access required).
5.0 OTHER CONDITIONS

5.1 COMPLIANCE WITH RULES AND REGULATIONS
Contractor will comply with all laws and regulations governing the use of Federal, State and local funding received by ORT as a source of funds for payment to contractor for providing Services. In performing its obligations under this agreement, the contractor shall obtain and pay for any applicable permits and/or licenses required by the State of Arkansas and Washington County Ordinances or other applicable licenses and permits to conduct business within the City of Springdale, Arkansas before starting work involved under the contract.

In performing its obligations under this Agreement, the contractor agrees to comply with all applicable federal, state and local laws.

Contractor represents, warrants and agrees that it will at all times perform its obligations under this contract in compliance with all applicable federal regulations including without limitation 49 C.F.R. part 37 and part 38.

Federal regulations may be viewed at this website: http://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR

All contractual provisions required by the Federal Transit Administration (FTA), as set forth in FTA Circular 4220.1F, (as amended), are hereby incorporated by reference.

Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any Ozark Regional Transit Authority requests which would cause ORT to be in violation of the FTA terms and conditions. In addition, without limiting the generality of any of the foregoing, the contractor agrees to comply with the FTA contract clauses attached hereto and incorporated by reference herein. In the event of any conflict between the provisions of this Agreement and the foregoing state statutes, the state statutes shall control. In the event of any conflict between this Agreement and the FTA contract clauses, the FTA contract clauses shall control. Not every requirement of the foregoing state statutes or the FTA contract clauses will apply in each instance to the performance of contractor under this particular contract. The nature of the obligations under this Agreement will determine which requirements of state law and FTA contract clauses will apply. Requirements that do not apply will not be enforced.

ORT has determined that a bid bond is not required and that a payment and performance and maintenance bond is not required for the goods and services to be provided under this procurement.

The contractor, ORT or subcontractor shall not discriminate on the basis of race, color, creed, national origin, sex, age, or disability in the performance of this contract.
Contractor will notify ORT in the event of any conflict between the provisions of this contract and any such regulation.

5.2 INSURANCE

Contractor shall indemnify and hold harmless ORT and all of its officers, officials, agents, and employees against any claim, demands, and causes of action of any kind or character, or any liability arising from or based upon the violation of any such law, ordinance, or regulations whether by contractor or its employees. Contractor shall not commence work under contract until required certificates of insurance have been submitted to ORT as specified herein:

Workers’ Compensation Insurance.
Contractor shall maintain, during the life of this contract, Workers’ Compensation Insurance or equivalent for all employees employed on this work; and shall require any subcontractors to provide similar insurance for all said subcontractors’ employees, unless said subcontractors’ employees are covered by the insurance maintained by the contractor.

Commercial General Liability.
Contractor shall maintain a $2,000,000, combined single-limit, commercial general liability insurance policy covering claims for death, bodily injury, and property damage arising out of contractor’s performance, under this contract. Such insurance shall include coverage for completed operations, and shall provide the primary coverage on all claims arising out of the performance of the contract.

Auto Liability.
Contractor and any subcontractors shall provide Automobile Bodily Injury and Property Damage Insurance covering all automobiles defined as motor vehicles, whether own owned, leased, or hired, with not less than the following limits:

- Limits: $2,000,000 per Occurrence per Person
- $2,000,000 per Occurrence for Bodily Injury
- $2,000,000 per Occurrence for Property Damages

Additional Insured.
Contractor shall name ORT as additional insured on policies required in (2) and (3) above, and shall show evidence of such coverage prior to the execution of this contract. The Board and their Directors, Officers, Representatives, Agents and Employees must be named as additional insured with respect to work or operations connected with this program.

Cancellation Insurance.
Policies required for this contract may not be cancelled without thirty (30) days advance notice to ORT. Policies must be replaced with comparable coverage prior to lapse of old policy.

5.3 NON APPROPRIATION

If the governing body of ORT fails to specifically appropriate sufficient funds to make the payments due in any fiscal year and no such appropriation is legally made, ORT may terminate this Agreement at the end of the then-current fiscal year and all obligations of the parties under this Agreement.
arising thereafter shall terminate. Nothing in this Agreement shall be deemed in any way to obligate ORT beyond the current fiscal year.

5.4 FTA FUNDING
This procurement may be funded, in whole or in part, by grant funds provided by the Federal Transit Administration and the State of Arkansas. This contract shall be governed by applicable federal and state laws and regulations relating to third party contracts.

5.5 TERMINATION OF CONTRACT; REMEDIES
ORT may terminate this contract, or any portion of it, by serving a notice or termination on the contractor. The notice shall state whether the termination is for convenience of ORT or for the default of the contractor. If the termination is for default, the notice shall state the way 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 ORT, or property supplied to the contractor by ORT. If the termination is for convenience, ORT 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. If the termination is for convenience, the contractor shall promptly submit its termination claim to ORT and the parties shall negotiate the termination settlement to be paid the contractor.

If the termination is for the convenience of ORT, 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, ORT determines that the contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, ORT, after setting up a new work schedule, may allow the contractor to continue work, or treat the termination as a termination for convenience.

Termination for default shall not be ORT’s exclusive remedy and ORT may pursue any additional remedies it may have for damages or injunctive relief on account of contractor’s breach of contract.

5.6 AUTHORITY
By submitting their proposals, proposers certify that they have all requisite authority to perform the work.

5.7 ASSIGNMENT
Contractor agrees that it shall not assign, sell, transfer, or sublet its rights, or delegate its responsibilities under this agreement, in whole or in part, without the written consent of ORT.

5.8 SUBCONTRACTING
Ozark Regional Transit Authority requires itself, contractors, and subcontractors to utilize the services of registered DBE’s when probable and possible. The DBE goal for this contract is 1.33%. Before awarding the contract, ORT will search SAM.GOV to ensure there will be no agreements entered into with disbarred companies. A dated screen shot of the search will be provided.

1. Subcontracting: Contractor expressly agrees that it may not subcontract any other parts of this agreement as specified in the PROPOSAL SECTION without the written consent of ORT.
2. **Non-Discrimination:** During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as “Contractor”), agrees to ORT’s adopted non-discrimination clause, which is as follows:

A) **Compliance with Regulations:** the Contractor agrees to and shall comply with the Title VI of the Civil Rights Act of 1964, 45 USC 2000d, (as amended) and the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation (DOT) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as “Regulations”) which are herein incorporated by reference and made part of this Contract.

B) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, color, sex, age, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C) **Solicitations for Subcontracts, Including Procurement of Materials and Equipment:** in all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor’s obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age, or national origin.

D) **Information and Reports:** the contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the ORT or the Federal Transit Administration (FTA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information is required, which is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to ORT, or the FTA, as appropriate and shall set forth what efforts it has made to obtain the information.

E) **Sanctions for Noncompliance:** in the event of the Contractor’s noncompliance with the nondiscrimination provisions of this Contract, ORT shall impose such contract sanctions as it of the TRA may determine to be appropriate including, but not limited to:
   a. Withholding payments to the Contractor under the Contract until the Contractor complies; and/or
   b. Cancellation, termination, or suspension of the Contract, in whole or in part.

F) **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs 1 through 5 of this section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract or procurement as ORT or the FTA 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 supplier as a result of such directions, the Contractor may request
ORT to enter into such litigation to protect the interests of ORT and, in addition, the Contractor may request the services of the Attorney General in such litigation to protect the interests of the United States.

6.0 FTA CONTRACT REQUIREMENTS

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

This Document Is For Informational Purposes Only On Federal Transit Administration (FTA) Funded Procurements. The Terms And Conditions In Any ORT Purchase Order (PO) Or Contract Are The Prevailing Requirements.
# Federal Transit Administration (FTA) Terms
## All FTA Assisted Third Party Contracts and Subcontracts

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CERTIFICATION TO FEDERAL GOVERNMENT REQUIRED CLAUSES (FTA)
AFFIRMATION OF THE PROPOSER’S AUTHORIZED REPRESENTATIVE

Name of Proposer:___________________________________________________________

Name and Relationship of Authorized Representative:___________________________

BY SIGNING BELOW, on behalf of the Proposer, I declare that the Proposer has duly authorized me to make this certification and bind the Proposer’s compliance. Thus; the Proposer agrees to comply with all Federal statutes and regulations, and follow applicable Federal directives, and comply with the requirements of these clauses as indicated on the ensuing pages, Federal Government Required Clauses (FTA).

The Proposer affirms the truthfulness of this certification it has made, and acknowledges that the program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801 et. seq., and implementing U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 CFR Part 31 apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. 1001 apply to any certification, assurance, or submission made in connection with a Federal public transportation program authorized in 49 U.S.C. Chapter 53 or any other statute.

In signing this document, I declare that the foregoing certification and any other statements made by me on behalf of the Proposer are true and correct.

Signature:___________________________ Date:___________________________

Name (print)________________________________________________________________________
Authorized Representative of Applicant

____________________________________
(Signature of Notary & SEAL)
Provisions 1 through 7 apply to ALL CONTRACTS

FTA 1 NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

A. ORT 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 ORT, Contractor, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract.

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

Company Name:________________________________________________________

Authorized Representative:_________________________________________________

Title:___________________________________________________________

Signature:______________________________

Date:______________________________
FTA 2 FALSE OR FRAUDULENT STATEMENTS OR CLAIMS - CIVIL AND CRIMINAL 'FRAUD'

A. 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 or performance of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

B. Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a Contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 on Contractor, to the extent the Federal Government deems appropriate.

C. 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.

Company Name:___________________________________________________________

Authorized Representative: _________________________________________________

Title:___________________________________________________________________

Signature:________________________________________________________________

Date:___________________________________________________________________
FTA 3 ACCESS TO THIRD PARTY CONTRACT RECORDS

A. For a period of three years following Contract closing, the Contractor shall maintain, preserve and make available to ORT, the FTA Administrator, the Comptroller General of the United States, and any of their authorized representatives, access at all reasonable times to any books, documents, papers and records of Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. § 633.17, to provide the FTA Administrator or his or her authorized representatives, including any project management oversight contractor, access to Contractor's records and sites pertaining to a major capital project, defined at 49 U.S.C. § 5302(3), which is receiving federal financial assistance through the programs described at 49 U.S.C. §§ 5307, 5309 or 5311.

B. The Contractor shall maintain and ORT shall have the right to examine and audit all records and other evidence sufficient to reflect properly all prices, costs or rates negotiated and invoiced in performance of this Contract. This right of examination shall include inspection at all reasonable times of the Contractor’s offices engaged in performing the Contract.

C. If this Contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement. The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this Contract until such appeals, litigation, or claims are finally resolved.

D. “Access to Records and Reports” applies with equal force and effect to any subcontractors hired by the Contractor to perform Work under this Contract. The Contractor shall insert this provision in all subcontracts under this Contract and require subcontractor compliance therewith.

Company Name:________________________________________________________

Authorized Representative:_________________________________________________

Title:______________________________________________________________

Signature:________________________________________________________

Date:_____________________________________________
FTA 4 CHANGES TO FEDERAL REQUIREMENTS

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

Company Name:_______________________________________________________

Authorized Representative:______________________________________________

Title:_______________________________________________________

Signature:_______________________________________________________

Date:_______________________________________________________
FTA 5 CIVIL RIGHTS (TITLE VI, ADA, EEO)

The following requirements apply to the underlying Contract:


B. Equal Employment Opportunity – The following equal employment opportunity requirements apply to the underlying Contract:

Race, Color, Creed, National Origin, Sex-In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect activities undertaken in the course of this Contract. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.


C. Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.
FTA 5 CIVIL RIGHTS (TITLE VI, ADA, EEO) SIGNATURE PAGE

Company Name:______________________________________________________________

Authorized Representative:_____________________________________________________

Title:_______________________________________________________________________

Signature:___________________________________________________________________

Date:_______________________________________________________________________
FTA 6 DISADVANTAGED BUSINESS ENTERPRISES (DBE)

A. This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises (DBEs) in Department of Transportation Financial Assistance Programs. The national goal for participation of DBEs is 10%.

B. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of this DOT-assisted Contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this contract or such other remedy as ORT deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 C.F.R. § 26.13(b)).

C. The Contractor is required to pay its subcontractors performing Work related to this Contract for satisfactory performance of that Work no later than 5 days after the Contractor’s receipt of payment for that Work from ORT. In addition, the Contractor shall return any retainage payments to subcontractors within 5 days after incremental acceptance of the subcontractor’s Work by ORT and Contractor’s receipt of the partial retainage payment related to the subcontractor’s Work.

D. The Contractor must promptly notify ORT, 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 ORT.

E. ORT sets an annual overall goal for the participation of disadvantaged business enterprises. This Contract contains a minimum level of DBE participation, and is awarded in reliance upon the Contractor’s representations that it can attain such DBE participation levels in addition to all other of Contractor’s representations, certifications and submittals as required by Section IV, Attachment A, of this Contract. The Contractor shall cooperate with ORT with regard to maximum utilization of DBEs and will use its best efforts to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work under this Contract. The Contractor shall assist ORT in verifying compliance with the DBE requirements of this Contract, if any, by submitting status reports itemizing payments to all DBE subcontractors with each monthly request for payment. Upon Contract completion, the Contractor shall submit a summary of payments, by subcontract, made to all subcontractors to ORT’s Business Opportunity and Outreach Officer.

Company Name:________________________________________________________

Authorized Representative:_________________________________________________

Title:_______________________________________________________

Signature:__________________________________________________________

Date:_____________________________________________
FTA 7 INCORPORATION OF FTA TERMS

The provisions of this Contract include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the Contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, as may be amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any ORT requests which would cause ORT to be in violation of the FTA terms and conditions. The incorporation of FTA terms has unlimited flow down.

Company Name:________________________________________________________________________

Authorized Representative:____________________________________________________________________

Title:_____________________________________________________________________________________

Signature:___________________________________________________________________________________

Date:______________________________________________________________________________________
Provision 8 applies to AWARDS EXCEEDING $10,000

FTA 8 TERMINATION

A. For Convenience. ORT may, by giving at least 14 days’ written notice to the Contractor, terminate this Contract, or suspend performance hereunder, in whole or in part and at any time for ORT’s convenience. The Contractor shall be compensated solely for Work satisfactorily performed prior to the effective date and time of termination or suspension. The Contractor shall have no right to recover lost profits on the balance of the Work, or any other measure of damages.

B. For Default. ORT may declare default in the Contractor’s performance of any term of this Contract by giving seven days’ written notice to the Contractor specifying with particularity the basis for such default. The Contractor shall deliver a response in writing to ORT within five days of Contractor’s receipt of ORT’s default notice setting forth a reasonable proposal to cure or to prevent repetition of the default. If the Contractor fails to timely respond to the notice of default, fails to cure the default, or if the default occurs again on any Work performed (or which should have been performed) during the remainder of the Contract term (including options), ORT shall have the right to terminate this Contract for default by written notice. ORT is not required to provide subsequent written notices of default for recurring instances of default already brought to the attention of the Contractor in a written notice. In the event of such termination for default, the Contractor shall be compensated solely for Work satisfactorily performed prior to the effective date and time of termination. ORT may proceed with the Work by contract or otherwise and the additional cost to ORT of completing the Work shall be deducted from any sum due the Contractor. If after termination for default 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 ORT’s convenience. The foregoing shall be in addition to any other legal or equitable remedies available to ORT.

C. Suspension of Work. ORT may suspend the performance of the Contractor by giving the Contractor seven days’ written notice. Upon Contractor’s receipt of notice of suspension of Work, the Contractor shall perform no further Work and ORT will not be required to reimburse the Contractor for any costs incurred subsequent to Contractor’s receipt of notice of suspension and prior to notice to resume Work, if any. Suspension of Work may be in whole or in part, as specified by ORT. The Contractor shall continue to submit invoices for Work performed. If after six months of suspension, ORT has not given the Contractor notice to resume Work, the Contractor is entitled to request in writing that ORT either (1) amend the Statement of Contract Cost or (2) terminate the Contract pursuant to “Termination for Convenience.” If suspension for more than six months is not due in any part to the fault of the Contractor, ORT shall be required to amend or terminate the Contract. No amendment to the Statement of Contract Cost shall be made under this Article if suspension, delay, or interruption is due to the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this Contract.
FTA 8 TERMINATION SIGNATURE PAGE

Company Name:________________________________________________________

Authorized Representative:______________________________________________

Title:_________________________________________________________________

Signature:_______________________________________________________________

Date:__________________________________________________________________
Provision 9 applies to AWARDS EXCEEDING $25,000

FTA 9 DEBARMENT AND SUSPENSION

A. If this Contract is valued at $25,000 or greater, it is a covered transaction for purposes of C.F.R. Part 180. As such, Contractor is required to verify that none of Contractor, its principals, as defined at 2 C.F.R. Part 180.995, or affiliates, as defined at 2 C.F.R. Part 180.905, are excluded, or disqualified as defined at 2 C.F.R. Part 180.940 and 2 C.F.R. Part 180.935.

B. Contractor is required to comply with 2 C.F.R. Part 180, Subpart C and must include the requirement to comply with 2 C.F.R. Part 180, Subpart C in any lower tier covered transaction it enters into.

C. By accepting this Contract, Contractor is certifying as follows: The certification in this clause is a material representation of fact relied upon by ORT. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to remedies available to ORT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Contractor agrees to comply with the requirements of 2 C.F.R. Part 180, Subpart C throughout the period of this Contract. Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Company Name:________________________________________________________

Authorized Representative:_________________________________________________

Title:_______________________________________________________

Signature:________________________________________________________

Date:_____________________________________________
Provisions 10 through 11 apply to AWARDS EXCEEDING THE SIMPLIFIED ACQUISITION THRESHOLD ($100,000)

FTA 10 BUY AMERICA (for Rolling Stock, Construction and Materials/Supplies)

The Buy America requirements apply to all contracts for construction, the acquisition of goods, or the acquisition of rolling stock that are valued at more than $150,000.

The Contractor agrees to comply with 49 U.S.C. § 5323(j), as amended by MAP-21, and C.F.R. Part 661, to the extent consistent with MAP-21, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. § 5323(j)(2)(C) and 49 C.F.R. § 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content. The Contractor shall be responsible for ensuring that lower tier contractors and subcontractors are in compliance with these requirements.

Company Name: ____________________________________________________________

Authorized Representative: _________________________________________________

Title: _________________________________________________________________

Signature: ______________________________________________________________

Date: _________________________________________________________________
FTA 11 RESOLUTION OF DISPUTES, BREACHES, OR OTHER LITIGATION

A. Except as otherwise provided in this Contract, any dispute arising hereunder concerning a question of fact that is not disposed of by agreement shall be decided by ORT’s Executive Director, or his or her delegate. Contractor will be notified of the decision in writing. To the extent allowable by law, any such decision shall be final, conclusive, and not subject to judicial review unless shown to be fraudulent, capricious, arbitrary, or so grossly erroneous as to imply bad faith.

B. This Article does not preclude judicial consideration of questions of law. Nothing in this Contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

C. All costs, expenses and attorney fees incurred by the Contractor in connection with any appeal, suit or claim regarding a dispute that is brought by the Contractor shall be paid by the Contractor.

D. The duties, obligations, rights, and remedies provided by the Contract shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

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

F. By accepting this Contract, Contractor agrees to notify the FTA of any current or prospective legal matters that may affect the Federal Government. This requirement must flow down to all lower tiers of procurement and non-procurement transaction/awards equal to or exceeding $25,000.

Company Name:________________________________________________________

Authorized Representative:_________________________________________________

Title:_______________________________________________________

Signature:________________________________________________________

Date:_____________________________________________
Provisions 12 through 14 apply to AWARDS EXCEEDING $100,000 BY STATUTE

FTA 12 LOBBYING

Contractors and all subcontractors who apply or bid for an award of $100,000 or more shall file the certification required by 49 C.F.R. Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not use and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. § 1352. Such disclosures are forwarded from tier to tier up to ORT. Contractor should contact ORT for the appropriate certification or retrieve a copy from the FTA Best Practices Manual at http://www.fta.dot.gov/documents/BPPM_fulltext.pdf.

Company Name:________________________________________________________

Authorized Representative:______________________________________________

Title:_______________________________________________________________

Signature:__________________________________________________________

Date:_________________________
FTA 13 CLEAN AIR

A. 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. Contractor agrees to report each violation to ORT and understands and agrees that ORT will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

B. Contractor also agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA.

Company Name:________________________________________________________

Authorized Representative:_________________________________________________

Title:_______________________________________________________

Signature:___________________________________________________________

Date:_____________________________________________
FTA 14 CLEAN WATER

A. 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. Contractor agrees to report each violation to ORT and understands and agrees that ORT will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

B. Contractor also agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA.

Company Name:________________________________________________________

Authorized Representative:_________________________________________________

Title:_______________________________________________________________

Signature:___________________________________________________________

Date:_______________________________________________________________
Provisions 15 and 16 apply for the TRANSPORT OF PROPERTY OR PERSONS

FTA 15 CARGO PREFERENCE (Rolling Stock, Construction and Materials/Supplies)

The Cargo Preference requirements apply to all contracts involving equipment, materials, or commodities which may be transported by ocean vessels.

The Contractor agrees:

1. 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.

2. 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 ORT (through the Contractor in the case of a subcontractor’s bill-of-lading);

3. 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.

Company Name:________________________________________________________

Authorized Representative:______________________________________________

Title:_______________________________________________________________

Signature:___________________________________________________________

Date:_____________________________________________________________
FTA 16 FLY AMERICA

In the performance of Contracts that utilize FTA participation in the cost of international air transportation, Contractor agrees to comply with 49 U.S.C. § 40118 (the “Fly America” Act) in accordance with the General Services Administration’s regulations at 41 C.F.R. Part 301-10, subpart B, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S.-Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S.-Flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

Company Name:________________________________________________________

Authorized Representative:_____________________________________________

Title:_______________________________________________________

Signature:_______________________________________________

Date:_____________________________________________
Provisions 17 through 21 apply to CONSTRUCTION ACTIVITIES

FTA 17 CONSTRUCTION EMPLOYEE PROTECTIONS – DAVIS–BACON ACT (Awards that exceed $2,000)

(1) Minimum wages –

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 C.F.R. Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 C.F.R. Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

1. Except with respect to helpers as defined as 29 C.F.R. § 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

2. The classification is utilized in the area by the construction industry; and

3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

4. With respect to helpers as defined in 29 C.F.R. § 5.2(n)(4), such a classification prevails in the area in which the work is performed.
(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of
the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

(3) Payrolls and basic records –

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

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the ORT for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 C.F.R. Part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 C.F.R. Part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 C.F.R. Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract. C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of Title 18.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required
records upon request or to make such records available may be grounds for debarment action pursuant to 29 C.F.R. § 5.12.

(4) Apprentices and trainees –

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

(ii) **Trainees** - Except as provided in 29 C.F.R. § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program
associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

(5) Compliance with Copeland “Anti-Kickback” Act requirements - The contractor shall comply with the requirements of Section 1 of the Act, as amended, 18 U.S.C. § 874; Section 2 of the Act, as amended, 40 U.S.C. § 3145; and U.S. DOL regulations “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States,” 29 C.F.R. Part 3, which are incorporated by reference in this contract.

(6) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 C.F.R. § 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 C.F.R. § 5.5.

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

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

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

(10) Certification of eligibility - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor’s firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. § 5.12(a)(1).
(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. § 5.12(a)(1).


FTA 17 CONSTRUCTION EMPLOYEE PROTECTIONS – DAVIS–BACON ACT (Awards that exceed $2,000)

SIGNATURE PAGE

Company Name:_______________________________________________________

Authorized Representative:_________________________________________________

Title:_______________________________________________________

Signature:_______________________________________________

Date:_____________________________________________
FTA 18 CONSTRUCTION EMPLOYEE PROTECTIONS – CONTRACT WORK HOURS & SAFETY STANDARDS ACT (for construction contracts that exceed $100,000)

(1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 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 therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages - The ORT 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 paragraphs (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.

Company Name:________________________________________________________

Authorized Representative:________________________________________________

Title:_______________________________________________________

Signature:_______________________________________________

Date:_____________________________________________
FTA 19 CONSTRUCTION EMPLOYEE PROTECTIONS – COPELAND ANTI-KICKBACK ACT

Compliance with Copeland “Anti-Kickback” Act (“Act”) requirements - The contractor shall comply with the following requirements:

(a) Section 1 of the Act, as amended, 18 U.S.C. § 874, applies to all Contracts:

(i) Whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined under this title or imprisoned not more than five years, or both;

(b) Section 2 of the Act, as amended, 40 U.S.C. § 3145, applies to construction and repair Contracts exceeding $2,000:

(i) In General.—The Secretary of Labor shall prescribe reasonable regulations for contractors and subcontractors engaged in constructing, carrying out, completing, or repairing public buildings, public works, or buildings or works that at least partly are financed by a loan or grant from the Federal Government. The regulations shall include a provision that each contractor and subcontractor each week must furnish a statement on the wages paid each employee during the prior week.

(ii) Application.—The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. § 1001; and

(c) U.S. DOL regulations “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States,” 29 C.F.R. Part 3, which are incorporated by reference in this contract.

(d) For additional requirements of the Act not specified in this Article, see preceding Article FTA 17 – Construction Employee Protections – Davis Bacon Act.

Company Name:________________________________________________________

Authorized Representative:_________________________________________________

Title:_______________________________________________________

Signature:_______________________________________________

Date:_____________________________________________
FTA 20 BONDING FOR CONSTRUCTION ACTIVITIES EXCEEDING $100,000

Bid Bond Requirements (Construction)

(a) Bid Security - The Penal amount of the Bid Security shall be 5% of the total Bid Amount.

A Bid Bond must be issued by a fully qualified surety company acceptable to ORT and listed as a company currently authorized under 31 C.F.R. Part 223 as possessing a Certificate of Authority as described thereunder.

(b) Rights Reserved

In submitting this Bid, it is understood and agreed by bidder that the right is reserved by ORT to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of [ninety (90)] days subsequent to the opening of bids, without the written consent of ORT.

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within [ninety (90)] days after the bid opening without the written consent of ORT, shall refuse or be unable to enter into this Contract, as provided above, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, as provided above, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, he shall forfeit his bid security to the extent of (Recipient's) damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefore.

It is further understood and agreed that to the extent the defaulting bidder's Bid Bond, Certified Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check (excluding any income generated thereby which has been retained by ORT as provided in "Bid Security" of the Instructions to Bidders shall prove inadequate to fully recompense ORT for the damages occasioned by default, then the undersigned bidder agrees to indemnify ORT and pay over to ORT the difference between the bid security and ORT's total damages, so as to make ORT whole.

The undersigned understands that any material alteration of any of the above or any of the material contained on this form, other than that requested, will render the bid unresponsive.

Performance and Payment Bonding Requirements (Construction)

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

(a) Performance bonds

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the ORT determines that a lesser amount would be adequate for the protection of the ORT.

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

(b) Payment bonds

1. The penal amount of the payment bonds shall equal:
(i) Fifty percent of the contract price if the contract price is not more than $1 million.

(ii) Forty percent of the contract price if the contract price is more than $1 million but not more than $5 million; or

(iii) Two and one half million if the contract price is more than $5 million.

If the original contract price is $5 million or less, the ORT may require additional protection as required by subparagraph 1 if the contract price is increased.

FTA 20 BONDING FOR CONSTRUCTION ACTIVITIES EXCEEDING $100,000 Signature Page

Company Name:________________________________________________________

Authorized Representative:_______________________________________________

Title:_______________________________________________

Signature:_______________________________________________

Date:_____________________________________________
FTA 21 SEISMIC SAFETY

If this Contract for professional services involves the design of a new building or addition to an existing building, the Contractor agrees that any such 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 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.

Company Name: ____________________________________________________________

Authorized Representative: ___________________________________________________

Title: ____________________________________________________________

Signature: __________________________________________________________

Date: __________________________________________________________
FTA 22 VETERANS EMPLOYMENT

Recipients and subrecipients of Federal financial assistance under this contract 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 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 former employee.

Company Name:________________________________________________________

Authorized Representative:______________________________________________

Title:_______________________________________________________________

Signature:___________________________________________________________

Date:______________________________________________________________
Provision 23 applies to NONCONSTRUCTION ACTIVITIES

FTA 23 NONCONSTRUCTION EMPLOYEE PROTECTION – CONTRACT WORK HOURS & SAFETY STANDARDS ACT (for all turnkey, rolling stock and operational contracts {except transportation services contracts and open market contracts} exceeding $100,000.)


Company Name:_______________________________________________________

Authorized Representative:_________________________________________________

Title:_______________________________________________________

Signature:_______________________________________________

Date:_____________________________________________
Provisions 24 through 28 apply to TRANSIT OPERATIONS

FTA 24 TRANSIT EMPLOYEE PROTECTIVE ARRANGEMENTS

Public Transportation Employee Protective Arrangements. If the Grant Agreement or Cooperative Agreement for the Project indicates that public transportation employee protective arrangements required by U.S. DOL apply to public transportation operations performed in connection with the Project, the Recipient agrees to comply with the applicable requirements for its Project as follows:

(1) Standard Public Transportation Employee Protective Arrangements. To the extent that the Project involves public transportation operations and as required by Federal law, the Recipient agrees to implement the Project in accordance with the terms and conditions that the U.S. Secretary of Labor has determined to be fair and equitable to protect the interests of any employees affected by the Project and that comply with the requirements of 49 U.S.C. § 5333(b), and with the U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215 and any amendments thereto. These terms and conditions are identified in U.S. DOL's certification of public transportation employee protective arrangements to FTA, the date of which appears in the Grant Agreement or Cooperative Agreement for the Project. The Recipient agrees to implement the Project in accordance with the conditions stated in that U.S. DOL certification. That certification and any documents cited therein are incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project. The requirements of this Subsection 24.d(1) of this Master Agreement do not apply to Projects for elderly individuals or individuals with disabilities that are authorized by 49 U.S.C. § 5310(a)(2) or subsection 3012(b) of SAFETEA-LU, or to Projects for nonurbanized areas authorized by 49 U.S.C. § 5311; separate requirements for those Projects are contained in Subsections 24.d(2) and (3), respectively, of this Master Agreement.

(2) Public Transportation Employee Protective Arrangements for Elderly Individuals and Individuals with Disabilities for the Elderly Individuals and Individuals with Disabilities Formula Program and Pilot Program. To the extent that the U.S. Secretary of Transportation has determined or determines in the future that employee protective arrangements required by 49 U.S.C. § 5333(b) are necessary or appropriate for a governmental authority sub recipient participating a Project authorized by 49 U.S.C. § 5310(b)(2) or subsection 3012(b) of SAFETEA-LU, 49 U.S.C. § 5310 note, the Recipient agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor necessary to comply with the requirements of 49 U.S.C. § 5333(b), and the U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's certification of public transportation employee protective arrangements to FTA, the date of which appears in the Grant Agreement. The Recipient agrees to implement the Project in compliance with the conditions stated in that U.S. DOL certification. That U.S. DOL certification and any documents cited therein are incorporated by reference and made part of the Grant Agreement.

(3) Public Transportation Employee Protective Arrangements for Projects in Nonurbanized Areas Authorized by 49 U.S.C. § 5311. The Recipient agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, U.S. DOL implementing procedures, and any revisions thereto.
FTA 24 TRANSIT EMPLOYEE PROTECTIVE ARRANGEMENTS SIGNATURE PAGE

Company Name:________________________________________________________

Authorized Representative:______________________________________________

Title:______________________________________________________________

Signature:__________________________________________________________

Date:_______________________________________________________________
FTA 25 CHARTER BUS OPERATIONS

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

Company Name:________________________________________________________

Authorized Representative:______________________________________________

Title:_______________________________________________________________

Signature:___________________________________________________________

Date:_______________________________________________________________
The Recipient agrees that neither it nor any public transportation operator performing work in connection with a Project financed under 49 U.S.C. Chapter 53, or under 23 U.S.C. §§ 133 or 142 will engage in school transportation operations for the transportation of students or school personnel exclusively in competition with private school transportation operators, except as authorized by 49 U.S.C. §§ 5323(f) or (g), as applicable, and FTA regulations, "School Bus Operations," 49 C.F.R. Part 605, and any subsequent School Transportation Operations regulations or FTA directives that may be issued, except to the extent that FTA determines otherwise in writing. Any school transportation operations agreement required by FTA regulations is incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project. The Recipient understands and agrees that if it or an operator violates that school transportation operations agreement, the violator will be barred from receiving Federal transit assistance in an amount to be determined by FTA or U.S. DOT.

Company Name:________________________________________________________

Authorized Representative:_________________________________________________

Title:_______________________________________________________

Signature:_______________________________________________

Date:_____________________________________________
FTA 27 DRUG USE AND TESTING

The Contractor agrees to establish and implement a drug testing program that complies with 49 C.F.R. Part 40 and Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Colorado, or the Regional Transportation District, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. Part 40 and 655 and review the testing process. The Contractor agrees further to certify annually its compliance with Part 40 and 655 before December 31st of every year and to submit the Management Information System (MIS) reports no later than February 15th of every year to the Substance Abuse Testing Department, Regional Transportation District, 1600 Blake Street, Denver, CO 80202-1399. To certify compliance, the Contractor shall use the “Substance Abuse Certifications” in the “Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements,” which is published annually in the Federal Register.

Company Name:________________________________________________________

Authorized Representative:________________________________________________

Title:________________________________________________________

Signature:________________________________________________________

Date:________________________________________________________
FTA 28 ALCOHOL MISUSE AND TESTING

The Contractor agrees to establish and implement an alcohol testing program that complies with 49 C.F.R. Part 40 and Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Colorado, or the Regional Transportation District, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. Part 40 and 655 and review the testing process. The Contractor agrees further to certify annually its compliance with Part 40 and 655 before December 31st of every year and to submit the Management Information System (MIS) reports no later than February 15th of every year to the Substance Abuse Testing Department, Regional Transportation District, 1600 Blake Street, Denver, CO 80202-1399. To certify compliance, the Contractor shall use the “Substance Abuse Certifications” in the “Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements,” which is published annually in the Federal Register.

Company Name:________________________________________________________

Authorized Representative:______________________________________________

Title:_______________________________________________________________

Signature:___________________________________________________________

Date:_______________________________________________________________
Provisions 29 through 30 apply to PLANNING, RESEARCH, DEVELOPMENT, AND DEMONSTRATION PROJECTS

FTA 29 PATENT RIGHTS

A. General. The Recipient agrees that:

(1) Depending on the nature of the Project, the Federal Government may acquire rights when the Recipient (ORT) or third-party participant produces a patented or patentable invention, improvement, or discovery.

(2) The Federal Government’s rights arise when the patent or patentable information is conceived under the Project, or reduced to practice under the Project.

(3) When a patent is issued or patented information becomes available as described in the preceding paragraph A (1) of this Article, the Recipient agrees to notify FTA immediately, and provide a detailed report satisfactory to FTA.

B. Federal Rights. The Recipient agrees that:

(1) Its rights and responsibilities, and those of each third-party participant, in that invention, improvement, or discovery will be determined as provided by Federal laws, regulations, and directives, including any waiver thereof.

(2) Unless the Federal Government determines otherwise in writing, irrespective of its status or that of any third party participant as a large business, small business, State government, State instrumentality, local government, Indian tribe, nonprofit organization, institution of higher education, or individual, the Recipient agrees to transmit the Federal Government’s patent rights to FTA as specified in 35 U.S.C. 200 et seq., and U.S. Department of Commerce regulations, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” 37 C.F.R. Part 401).

C. License Fees and Royalties. As permitted by 49 C.F.R. Parts 18 and 19:

(1) License fees and royalties for patents, patent applications, and inventions derived from Project are program income.

(2) The Recipient has no obligation to the Federal Government with respect to those license fees or royalties, except for compliance with 35 U.S.C. 200 et seq., which applies to patent rights developed under a federally funded research-type project, and as FTA determines otherwise in writing.

Company Name:________________________________________________________

Authorized Representative:________________________________________________

Title:_______________________________________________________________

Signature:___________________________________________________________

Date:_______________________________________________________________
FTA 30 RIGHTS IN DATA AND COPYRIGHTS

A. Definition of Subject Data. As used in this Article, "Subject Data" means recorded information that:

(1) Copyright. Are copyrighted or not copyrighted,

(2) Delivery. Are delivered or specified to be delivered by the underlying Agreement, and

(3) Examples include, but are not limited to: computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information.

(4) Exceptions. "Subject data" do not include financial reports, cost analyses, or other similar information used for Project administration.

B. General. The following restrictions apply to all Subject Data first produced in the performance of the underlying Agreement:

(1) Prohibitions. The Recipient (ORT) may not publish or reproduce Subject Data in whole or in part, or in any manner or form, or permit others to do so.

(2) Exceptions. The restrictions on publication of Subsection B (1) of this Article do not apply to publications or reproductions for the Recipient’s own internal use, to an institution of higher learning, to the portion of the data that the Federal Government has previously released or approved for release to the public, or to the portion of the data that has the Federal Government’s prior written consent for release.

C. Federal Rights in Data and Copyrights. The Recipient agrees as follows:

(1) License Rights. The Recipient must provide the Federal Government a license to “Subject Data” that is royalty-free, non-exclusive, and irrevocable.

(2) Uses. The Federal Government’s license must permit it to reproduce the Subject Data, publish the Subject Data, otherwise use the Subject Data, and permit others to use the Subject Data for Federal Government purposes.

(3) Federal Government Purposes. As used in this Article, “for Federal Government purposes” means that the Federal Government may use its license only for its own direct purposes, and the Federal Government may not provide or otherwise extend to other parties, without the copyright owner’s consent, its license to any Subject Data developed and funded at any tier through the underlying Agreement, and any rights of copyright to which the Recipient or third-party participant purchases ownership using Federal funds.

D. Special Federal Rights in Data for Research, Development, Demonstration, and Special Studies Projects. In general, FTA's purpose in providing Federal funds for a research, development, demonstration, or special studies Project is to increase transportation knowledge, rather than limit the benefits of the Project to the Recipient and its third-party participants. Therefore, the Recipient agrees that:

(1) Publicly Available Report. When the Project is completed, it must provide a Project report that FTA may publish or make available for publication on the Internet.
(2) Other Reports. It must provide other reports pertaining to the Project that FTA may request.

(3) Availability of Subject Data. FTA may make available to any FTA Recipient or any of its third-party participants at any tier of the Project, either FTA’s copyright to the Subject Data or a copy of the Subject Data, except as FTA determines otherwise in writing.

(4) Identification of Information. It must identify clearly any specific confidential, privileged, or proprietary information submitted to FTA.

(5) Incomplete Project. If the project is not completed for any reason whatsoever, all data developed under the Project becomes “subject Data” and must be delivered as the Federal Government may direct.

(6) Exception. This Subsection D does not apply to an adaptation of automatic data processing equipment or program that is both for the Recipient’s use, and acquired with FTA capital program funding.

E. License Fees and Royalties. As permitted by 49 C.F.R. Parts 18 and 19:

(1) License fees and royalties for copyrighted material or trademarks derived from the Project are program income.

(2) The Recipient has no obligation to the Federal Government with respect to those license fees and royalties, except for compliance with 35 U.S.C. 200 et seq., which applies to patent rights developed under a federally funded research-type project, and as FTA determines otherwise in writing.

F. Hold Harmless. Upon request by the Federal Government, the Recipient agrees that:

(1) Violation by Recipient. Except as prohibited or otherwise limited by State law, it will indemnify, save, and hold harmless the Federal Government’s officers, employees, and agents acting within the scope of their official duties, against any liability, including costs and expenses,

(a) If it willfully or intentionally violates any Proprietary rights, Copyrights, or Right of privacy,

(b) Occurring from any of the following uses of Project data: Publication, Translation, Reproduction, Delivery, Use, or Disposition.

(2) Violation by Federal Officers, Employees or Agents. The Recipient will not be required to indemnify the Federal Government for any liability described in the preceding paragraph F (1) caused by the wrongful acts of Federal employees or agents.

G. Restrictions on Access to Patent Rights. Nothing in this Article pertaining to rights in data either:

(1) Implies a license to the Federal Government under any patent, or

(2) May be construed to affect the scope of any license or other right otherwise granted to the Federal Government under any patent.

H. Data Developed Without Federal Funding or Support. The Recipient understands and agrees that it may need to provide data developed without any Federal funding or support to FTA.
(1) Protections. paragraphs A, B, C, and D of this Article do not apply to data developed without Federal funding, even though that data may have been used in connection with the Project.

(2) Identification of Information. The Recipient understands and agrees that the Federal Government will not be able to protect data developed without Federal funding or support from unauthorized disclosure unless that data is clearly marked “Proprietary” or “Confidential.

I. Requirements to Release Data. The Recipient understands and agrees that the Federal Government may be required to release Project data and information the Recipient submits to the Federal Government as required by:

(1) The Freedom of Information Act, 5 U.S.C. § 552,

(2) Another Federal law requiring access to Project records,

(3) U.S. DOT regulations, “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations,” specifically 49 C.F.R. § 19.36(d), or

(4) Other Federal regulations requiring access to Project records.

FTA 30 RIGHTS IN DATA AND COPYRIGHTS SIGNATURE PAGE

Company Name:________________________________________________________

Authorized Representative:_________________________________________________

Title:_______________________________________________________

Signature:_______________________________________________

Date:_____________________________________________
Provision 31 applies ONLY to States and Organizations that are being funded directly by the State with FTA grant funds.

FTA 31 SPECIAL NOTIFICATION REQUIREMENT FOR STATES

(Per FTA guidance dated July 2011: “The notification requirements concerning federal assistance apply only to States and those organizations that are being funded directly by the State with FTA grant funds. This would include sub-grantees, lessees, or third-party contractors of the State. Government agencies that are not part of the State government who are receiving FTA grant funds directly from FTA do not have to comply with the special notification requirements for States.” Therefore this clause does not apply to ORT Contracts.)

The Federal Transit Administration (“FTA”) is the Federal agency that is providing the Federal assistance for this Contract. The Catalog of Federal Domestic Assistance Number is __________, for the amount of $________.

Company Name:________________________________________________________

Authorized Representative:________________________________________________

Title:_______________________________________________________

Signature:_______________________________________________

Date:____________________________________________
MISCELLANEOUS SPECIAL REQUIREMENTS

FTA 32 ENERGY CONSERVATION

(applies to all contracts)

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan, if any, issued in compliance with the Energy Policy and Conservation Act.

Company Name:________________________________________________________

Authorized Representative:______________________________________________

Title:_______________________________________________________________

Signature:___________________________________________________________

Date:_______________________________________________________________
FTA 33 RECYCLED PRODUCTS (Contracts when procuring $10,000 or more per year of items designated by EPA)

The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. § 6962), including but not limited to the regulatory provisions of 40 C.F.R. Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 C.F.R. Part 247.

Company Name:________________________________________________________

Authorized Representative:______________________________________________

Title:_______________________________________________________________

Signature:______________________________________________________________

Date:_______________________________________________________________
FTA 34 CONFORMANCE WITH NATIONAL ITS ARCHITECTURE (Contracts and solicitations for ITS projects)


Company Name:________________________________________________________

Authorized Representative:______________________________________________

Title:___________________________________________________________

Signature:________________________________________________________

Date:__________________________________________________________
A. ORT must comply with: 49 U.S.C. § 5332, which states the Federal policy that elderly individuals and
individuals with disabilities have the same right as other individuals to use public transportation services
and facilities, and that special efforts shall be made in planning and designing those services and
facilities to implement transportation accessibility rights for elderly individuals and individuals with
disabilities; all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, 29
U.S.C. § 794, which prohibits discrimination on the basis of disability; the Americans with Disabilities Act
of 1990 (ADA), as amended; 42 U.S.C. § 12101 et seq., which requires that accessible facilities and
services be made available to individuals with disabilities; and the Architectural Barriers Act of 1968, as
amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be
accessible to individuals with disabilities.

B. All deliverable items provided by the Contractor for ORT under this Contract shall comply with the
above-referenced laws as well as all other applicable federal, state and local regulations and directives
and any subsequent amendments thereto.

Company Name:________________________________________________________

Authorized Representative:_________________________________________________

Title:______________________________________________________________

Signature:___________________________________________________________

Date:______________________________________________________________
FTA 36 ASSIGNABILITY CLAUSE (Procurements through assignments)

Neither ORT nor the contractor shall assign or transfer any of its rights or obligations hereunder without the prior written consent of the other.

Company Name:________________________________________________________

Authorized Representative:______________________________________________

Title:______________________________________________________________

Signature:__________________________________________________________

Date:______________________________________________________________
Provisions 37 through 39 apply to ROLLING STOCK PROCUREMENTS

FTA 37 BUS TESTING

The Contractor [Manufacturer] agrees to comply with 49 U.S.C. § 5318(e), as amended by MAP-21, and FTA's implementing regulation at 49 C.F.R. Part 665, to the extent they are consistent with 49 U.S.C. § 5318(e), as amended by MAP-21, and shall perform the following.

1) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient which will be prior to the recipient's final acceptance of the first vehicle.

2) A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.

3) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.

4) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988 and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

Company Name:________________________________________________________

Authorized Representative:_______________________________________________

Title:_______________________________________________________

Signature:_______________________________________________

Date:_____________________________________________
FTA 38 PRE-AWARD AND POST-DELIVERY AUDIT REQUIREMENTS

The Contractor agrees to comply with 49 U.S.C. § 5323(m) and FTA’s implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

(1) Buy America Requirements: The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder/Offeror certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

(2) Solicitation Specification Requirements: The Contractor shall submit evidence that it will be capable of meeting the bid specifications.

(3) Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit 1) manufacturer’s FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

Company Name:_______________________________________________

Authorized Representative:_________________________________________________

Title:_______________________________________________________

Signature:_______________________________________________

Date:____________________________________________
FTA 39 TVM CERTIFICATION

The Transit Vehicle Manufacturer (TVM) shall provide ORT with a certificate that complies with 49 C.F.R. Part 26.49 stating that the TVM has complied with FTA’s DBE requirements. TVM shall also provide ORT with the most current letter from the FTA approving the TVM’s DBE goal/methodology and eligibility to participate in the FTA DBE program as a TVM in accordance with 49 C.F.R. Part 26.49. If the FTA has not yet approved the DBE Goal, the TVM shall make a certification to that effect as required by 49 C.F.R. Part 26.49 and in addition submit to ORT a copy of the documents submitted to FTA for approval. These documents shall be submitted with the solicitation response or the TVM’s submittal may be deemed non-responsive.

Company Name:________________________________________________________

Authorized Representative:_________________________________________________

Title:_______________________________________________________

Signature:_______________________________________________

Date:_____________________________________________
The Safe Operation of Motor Vehicles requirements apply to all federally funded third party contracts. In compliance with Federal Executive Order No. 13043, “Increasing Seat Belt Use in the United States,” April 16, 1997, 23 U.S.C. Section 402 note, FTA encourages each third-party contractor to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company owned, rented, or personally operated vehicles, and to include this provision in each third-party subcontract involving the project. Additionally, recipients are required by FTA to include a Distracted Driving clause that addresses distracted driving, including text messaging in each of its third-party agreements supported with Federal assistance.

Flow Down Requirements - The Safe Operation of Motor Vehicles requirements flow down to all third-party contractors at every tier.

Model Clause/Language - There is no required language for the Safe Operation of Motor Vehicles clause. Recipients can draw on the following language for inclusion in their federally funded procurements.

**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 agreement.

Company Name:________________________________________________________

Authorized Representative:________________________________________________

Title:_________________________________________________________________

Signature:________________________________________________________________

Date:_____________________________
**FTA 41 BREACHES AND DISPUTE RESOLUTION**

49 CFR Part 18 FTA Circular 4220.1f

**Disputes** - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the Agency’s Representative. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the 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 Representative of Ozark Regional Transit shall be binding upon the Contractor and the Contractor shall abide be the decision.

**Performance During Dispute** - Unless otherwise directed by the Agency, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

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

**Remedies** - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Agency and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Arkansas, Washington County.

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

Company Name:________________________________________________________

Authorized Representative:________________________________________________

Title:_______________________________________________________________

Signature:___________________________________________________________

Date:_______________________________________________________________
(a) The equal opportunity clause published at 41 CFR 60-1.4(a) of this chapter is required to be included in, and is part of, all nonexempt Federal contracts and subcontracts, including construction contracts and subcontracts. The equal opportunity clause published at 41 CFR 60-1.4(b) is required to be included in, and is a part of, all nonexempt federally assisted construction contracts and subcontracts. In addition to the clauses described above, all Federal contracting officers, all applicants and all non-construction contractors, as applicable, shall include the specifications set forth in this section in all Federal and federally assisted construction contracts in excess of $10,000 to be performed in geographical areas designated by the Director pursuant to §60-4.6 of this part and in construction subcontracts in excess of $10,000 necessary in whole or in part to the performance of non-construction Federal contracts and subcontracts covered under the Executive order.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

1. As used in these specifications:

a. “Covered area” means the geographical area described in the solicitation from which this contract resulted;

b. “Director” means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;


d. “Minority” includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation, and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to
demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

   a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

   b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

   c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community
organization and of what action was taken with respect to each such individual. If such individual was sent to
the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not
employed by the Contractor, this shall be documented in the file with the reason therefor, along with
whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the
Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or
woman sent by the Contractor, or when the Contractor has other information that the union referral process
has impeded the Contractor’s efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which
expressly include minorities and women, including upgrading programs and apprenticeship and trainee
programs relevant to the Contractor’s employment needs, especially those programs funded or approved by
the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled
under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training
programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by
including it in any policy manual and collective bargaining agreement; by publicizing it in the company
newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all
minority and female employees at least once a year; and by posting the company EEO policy on bulletin
boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company’s EEO policy and affirmative action obligations under these
specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other
employment decisions including specific review of these items with onsite supervisory personnel such as
Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written
record shall be made and maintained identifying the time and place of these meetings, persons attending,
subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor’s EEO policy externally by including it in any advertising in the news
media, specifically including minority and female news media, and providing written notification to and
discussing the Contractor’s EEO policy with other Contractors and Subcontractors with whom the Contractor
does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community
organizations, to schools with minority and female students and to minority and female recruitment and
training organizations serving the Contractor’s recruitment area and employment needs. Not later than one
month prior to the date for the acceptance of applications for apprenticeship or other training by any
recruitment source, the Contractor shall send written notification to organizations such as the above,
describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and,
where reasonable, provide after school, summer and vacation employment to minority and female youth
both on the site and in other areas of a Contractor’s work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR
part 60-3.
l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out
such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

(b) The notice set forth in 41 CFR 60-4.2 and the specifications set forth in 41 CFR 60-4.3 replace the New Form for Federal Equal Employment Opportunity Bid Conditions for Federal and Federally Assisted Construction published at 41 FR 32482 and commonly known as the Model Federal EEO Bid Conditions, and the New Form shall not be used after the regulations in 41 CFR part 60-4 become effective.