



**REQUEST FOR PROPOSALS
for
Electronic Fare Payment System
RFP #2026-01**

**Bids are DUE February 26, 2026
NO later than 5:00 PM (PST)**

Issued: January 1st, 2026

**For further information regarding this RFP, contact Derek Winning
Via Email: DWinning@tularecag.ca.gov**

Tulare County Regional Transit Agency (TCRTA)

**Public Notice
Request for Proposals (RFP)
Electronic Fare Payment System**

Notice is hereby given that the **Tulare County Regional Transit Agency (TCRTA)**, a public transit Joint Powers Authority, acting as the **lead agency** on behalf of a joint procurement that includes the **City of Porterville Transit, the City of Visalia Transit, and Kings Area Rural Transit (KART)** (hereinafter referred to collectively as the “Agencies”), is inviting sealed proposals for **Project No. 2026-01 – Electronic Fare Media System..**

The RFP can be obtained by visiting <https://gotcрта.org/public-information/procurement/>.

Each bid must be contained in a sealed envelope stating: “**Electronic Fare Payment System**” Attention: “Executive Director” and filed at the offices of TCRTA, 210 North Church Street, Suite B, Visalia, CA 93291 on or before **5:00 pm (PST), February 26th, 2026**

The Agencies are not liable for any costs incurred by Proposers in responding to this RFP. Bidders are required to submit an **original written bid and one (1) electronic copy on a thumb drive** in response to this Request for Proposals.

A non-mandatory Pre-Proposal Meeting (Zoom Meeting) will be held on **January 22nd, 2026, starting at 1:00 pm (PST)**. Interested attendees may attend the Zoom meeting by using the following link:

All inquiries and communications from Proposers **must be submitted in writing to Derek Winning, Executive Director**, via email. The deadline to submit questions is **February 6th, 2026, at 5:00 p.m. (PST)**. Questions shall be submitted to DWinning@tularecag.ca.gov.

Except as expressly permitted herein, **no other communication** regarding this Request for Proposals or the Project shall be made with any officers, employees, or consultants of the **Tulare County Regional Transit Agency (TCRTA), the City of Porterville Transit, the City of Visalia Transit, or Kings Area Rural Transit (KART)**. Unauthorized contact may result in the disqualification of the Proposer.

Any interpretation, correction, or change to the RFP documents will be made **only by a written Addendum** issued by TCRTA. Interpretations, corrections, or changes made in any other manner shall not be binding, and Proposers shall not rely upon such information. Proposers are responsible for reviewing all Addenda issued.

Proposers are required to thoroughly review and become familiar with all terms and conditions of this Request for Proposals, including the Contract Documents and Specifications, and to submit all necessary documentation and information as specified herein.

The Agencies reserve the right, in their sole discretion, to **postpone the proposal due date, accept or reject any or all Proposals, and waive any informalities or irregularities** in any Proposal, as deemed to be in the best interests of the Agencies.

Confidentiality

The California Public Records Act (Cal. Govt. Code Sections 6250 et seq.) mandates public access to government records. Therefore, proposers are hereby notified that Proposals become public record. Proposers are to clearly identify any information that is confidential and/or proprietary and submit a redacted copy of their proposal with the confidential and/or proprietary information. In the event of a Public Records Act or Freedom of Information Act request, The Agencies will use the redacted copy submitted by the Proposer in response, and the failure to provide a redacted copy may result in the disclosure of the Proposer's entire response. The Agencies are not responsible or liable for the disclosure of any information that is not clearly labeled as confidential and/or proprietary and provided in redacted form.

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INTRODUCTION

The four (4) transit agencies located in Tulare County, consisting of the Tulare County Regional Transit Agency (TCRTA), the City of Porterville Transit, and the City of Visalia Transit, together with one (1) transit agency located in Kings County, Kings Area Rural Transit (KART), are collaborating to implement a region-wide electronic fare payment system. This Request for Proposals represents a joint procurement effort among all participating agencies; however, individual contracts will be executed with each Agency and tailored to meet the specific operational and technical needs of each.

Prices quoted shall be all-inclusive and shall include all labor, materials, equipment, supplies, documentation and manuals, software, travel and transportation, taxes, fees, drawings, and any other necessities and incidentals, whether or not expressly specified, required to perform the work for each Agency fully. Proposers shall also identify and price options for future fleet expansion or reduction, provide a detailed breakdown of ongoing software licensing, maintenance, and support fees, indicate whether multiple site visits or trips will be required, and break out costs by Agency for allocation and budgeting purposes. The Agencies shall not incur any additional costs beyond those proposed, including costs associated with extra equipment, services, shipping, handling, installation, or related expenses.

RFP SCHEDULE

To the extent achievable, the following schedule shall be used for the procurement process. TCRTA reserves the right to modify the dates below as necessary.

January 6, 2026	Solicit Proposals
January 22, 2026 @ 1:00 pm (PST)	Non-mandatory Pre-Proposal Meeting (Zoom Meeting)
February 6, 2026 @ 5:00 pm (PST)	Deadline to submit questions to TCRTA
February 13, 2026	TCRTA's response to questions in the Addendum
February 26, 2026, by 5:00 pm (PST)	Proposals DUE to TCRTA
March 2 – March 13, 2026	Evaluation Period
March 16 – March 20, 2026	Oral Interviews and Software Demonstrations
April 1, 2026	Notice of Intent to Award (Anticipated)
April 20, 2026	Board Approval (Anticipated)
May 30, 2026	Contract Awarded (Anticipated)
June 1, 2026	Service Implementation (Anticipated)

DBE PARTICIPATION

It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Parts 23 and 26, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Agreement.

A DBE participation goal has not been established for this project; however, the Agencies welcome and encourage DBE participation. Proposers are encouraged to make reasonable faith efforts to include DBE firms as subcontractors, suppliers, or service providers, where applicable.

SCOPE OF WORK

- a) It is the function and intent of this Scope of Work to describe the minimum technical requirements for a mobile fare payment and electronic fare collection system to be used by the participating Agencies. The proposed system shall support fare collection across multiple agencies and service areas while providing a consistent and seamless experience for passengers.
- b) All items, components, services, and features not explicitly mentioned but required for a complete, fully functional system shall be included in the proposed price. Proposers shall provide itemized pricing for all system components, including hardware, software, installation, configuration, testing, training, and support necessary to deliver a complete solution.
- c) All equipment furnished under this contract shall be new, unused, and in current production. All products shall conform to current industry standards and best practices in design, strength, materials quality, and workmanship.

SOW Overview of the existing Systems

- d) The participating transit agencies seek to install additional equipment and system enhancements compatible with each Agency's existing systems to expand electronic fare media and introduce additional electronic methods of fare collection.
- e) The Agencies also seek a centralized back-office system that provides accounting and reconciliation capabilities to segregate and report fares collected by Agency, route, service, and method of payment, as applicable.
- f) The primary objectives of this Request for Proposals are to identify solutions that leverage mobile ticketing and electronic payment technologies, system integration, and

communications capabilities to create a seamless passenger experience for users across the region, regardless of which participating transit system they use.

- g) The Agencies further seek to improve and modernize back-office functionality to integrate with existing farebox systems, reduce reliance on legacy systems, maintain data accuracy and integrity, and provide region-wide reporting and data management capabilities.

Our mission is to enhance our community by:

- Delivering safe, reliable, efficient, and customer-focused transit services;
- Offering environmentally sustainable transportation options;
- Providing leadership in the development of innovative transportation solutions; and
- Partnering with the community to improve regional transportation systems.

SOW Current Transit Systems

City of Porterville Transit

The City of Porterville Transit operates fixed-route and paratransit services within the City of Porterville city limits and designated unincorporated urban areas of the County, including “county islands” located within the city limits. Porterville Transit also provides on-demand service within the same service area. The system currently operates four (4) routes, with two (2) routes operating temporarily.

City of Visalia Transit

The City of Visalia Transit Division operates fixed-route and paratransit services within the Visalia Urbanized Area, as well as the Sequoia–Kings Canyon National Park Gateway Shuttle and, under contract with the National Park Service, the internal (in-park) Sequoia–Kings Canyon National Park Shuttle. Visalia Transit also operates the **V-LINE**, an express transit service connecting Visalia and Fresno. V-LINE services provide connections to Tulare County Area Transit, Kings County Area Transit, Kings Area Rural Transit (KART), Amtrak (bus service to Hanford), Greyhound, Fresno Area Express, Yosemite Area Regional Transportation System, Visalia Municipal Airport, Fresno Yosemite International Airport, and Amtrak rail service in Fresno. Visalia Transit additionally operates routes serving the Cities of Farmersville and Exeter. The current Visalia Transit fleet consists of thirty-nine (39) fixed-route buses.

Tulare County Regional Transit Agency (TCRTA)

TCRTA operates fixed-route local services in the City of Dinuba (DART), City of Tulare (TIME), and intercity fixed-route (TCAT) services throughout Tulare County, including service to the Tule River Tribe. TCRTA fixed-route services provide connections to Visalia

Transit, Porterville Transit, and the Cities of Reedley and Delano. The current TCRTA fixed-route operation consists of fifty-four (54) fixed-route buses.

Kings Area Rural Transit (KART)

Kings Area Rural Transit (KART) operates fixed-route, paratransit, and general public on-demand services throughout Kings County, including multi-regional service to the Cities of Visalia and Fresno. The current KART fleet consists of twenty-six (26) fixed-route buses and twelve (12) paratransit/on-demand vehicles.

SOW Current On-Board Network Environment

City of Porterville Transit

- Fixed-route CAD/AVL: TripShot CAD/AVL system.
- Farebox integration: Hanover integration (in process) with Diamond fareboxes.
- Mobile applications and fare media: TripShot mobile application and Token Transit farecard readers.
- Fleet composition: Fourteen (14) fixed-route buses.

Tulare County Regional Transit Agency (TCRTA)

- Fixed-route CAD/AVL: PeakTransit CAD/AVL system, including Automatic Passenger Counters (APC), Hanover integration (in process), GFI fareboxes, PeakTransit Rider Portal, and passenger Wi-Fi.
- Microtransit/paratransit CAD/AVL: Managed through the Via system, utilizing Android tablets with cellular service (T-Mobile/Verizon), Bluetooth connectivity, and Lytx monitoring.
- Fare collection equipment: GFI Genfare FAST FARE fareboxes. A GFI probing station is available at the Central Yard and Dinuba Transit Center.
- Vehicle diagnostics: Weekly probing conducted using Genfare PDU devices for park-out vehicles located in Porterville, Woodlake, and other service areas.
- On-board network hardware: S700 and R1900 Cradlepoint devices installed on fixed-route vehicles. Wireless networking is available for riders, with wired connectivity available to support additional services, including Hanover integration.

City of Visalia Transit

- **Fixed Route CAD/AVL** – Vehicles are equipped with the Synchromatics CAD/AVL system, which includes mobile data terminals, automated passenger counters, automated voice annunciation, destination sign integration, GFI farebox integration (single sign-on), real-time passenger information, and passenger Wi-Fi.

- **Dial-A-Ride CAD/AVL** – Vehicles are equipped with the Synchromatics EasyRider CAD/AVL system, which includes mobile data terminals, Bluetooth odometer integration, and passenger Wi-Fi. An Interactive Voice Response (IVR) system is also utilized for this service.
- **Fare Collection Equipment** – Vehicles are equipped with GFI Genfare Odyssey fareboxes. These fareboxes are not currently equipped with the Genfare wireless module (which would enable real-time updates to the GFI GDS system). Updates to the GFI GDS system and fareboxes are presently performed via a GFI probing station located at the fueling island. This process occurs once daily when vehicles are in service.
- **On-Board Networking** – Vehicles are equipped with Digi TransPort WR44R cellular modems/routers utilizing the Verizon 4G cellular network for connectivity. Vehicles are also equipped with Cisco Meraki MR series access points to manage and control onboard wireless networks.

Kings Area Rural Transit (KART / KCAPTA)

- **Fixed Route CAD/AVL** – Vehicles are equipped with the Connexionz CAD/AVL system, which includes mobile data terminals, automated voice annunciation, destination sign integration, GFI farebox integration (single sign-on), real-time passenger information, and UTA automated passenger counters.
- **On-Demand CAD/AVL** – Vehicles are equipped with the Ecolane CAD/AVL system, which includes mobile data terminals and an Interactive Voice Response (IVR) system.
- **Fare Collection Equipment** – Vehicles are equipped with GFI Genfare Odyssey fareboxes. These fareboxes are not currently equipped with the Genfare wireless module (which would enable real-time updates to the GFI GDS system). Updates to the GFI GDS system and fareboxes are performed via a GFI probing station located at the maintenance facility. This process occurs once daily when vehicles are in service.

SOW Goals and Objectives

The fare collection system solution project represents an opportunity to introduce account-based fare options for riders while streamlining fare collection and ridership accounting processes across the region. To accomplish this, the Agencies have established the following overall goals for this Request for Proposals.

The Agencies seek to update and modernize fare collection processes by implementing account-based mobile fare payment platforms and devices that support regional interoperability.

These technical specifications refer to a fare collection solution that may include mobile ticketing, smart cards, magnetic-stripe passes, and cash validation. Proposers are encouraged to propose alternative fare media technologies, provided they clearly demonstrate in their proposal that the proposed solution can:

- Meet the project objectives identified within this RFP.
- Provide the desired fare options identified in the Concept of Operations.
- Be implemented within a reasonable and achievable implementation timeframe.
- Be technically feasible and cost-effective for a multi-agency regional transit system.
- Achieve comparable or improved revenue outcomes through increased fare capture, improved business processes, and reduced lifecycle costs; and
- Integrate passenger reporting and data management with existing systems currently in place.

AFC System Objectives and Functional Overview

The objectives of the Mobile Fare Payment and Fare Collection (AFC) system are to provide a state-of-the-art, account-based, open-access, and user-friendly fare collection system capable of accepting currency, convenience passes, transfer tickets, magnetic stripe cards, mobile fare payments and tickets, and account-based smart cards.

The AFC system should be designed to achieve the following objectives:

- Ease of use for riders.
- Ease of operation for drivers.
- Ease of maintenance for support staff.
- Reliable system performance.
- Accuracy and security of data and information.
- Cost-effective operations; and
- Extended service life of system components.

The AFC system shall address all phases of fare collection, validation, and processing, including but not limited to:

- Acceptance of cash and other supported fare media.
- Recording each transaction with associated time and location (stop ID), where applicable.
- Accurate compilation of transactional records to support revenue audits and analysis of passenger boarding data.
- Efficient maintenance and management of all AFC hardware and software components.
- Utilization of a consistent onboard cellular network stream to support accurate data collection and minimize antenna deployment.
- Support for account-based smart cards, prepaid cards, mobile devices using QR codes or Near Field Communication (NFC), and other contactless payment methods.
- Maintenance or improvement of passenger boarding speeds.
- Provision of accurate, auditable fare revenue accounting accessible to each Agency; and
- Optional support for ticket vending machines and point-of-sale solutions.

1. Redesign Pass Distribution Process While Offering New Fare Payment Options

The proposed system should support a redesigned pass distribution process while offering expanded fare payment options, including the ability to:

- Simplify the existing pass distribution system.
- Continue to support monthly rolling start passes.
- Offer multi-ride passes sold at transit centers and through vending machines.
- Support future pass options such as weekly passes or stored value passes.
- Offer loyalty-based fare programs (e.g., “10th ride free”).
- Accept valid student identification from Porterville College (PC) or College of the Sequoias (COS), where applicable.
- Accept valid regional T-Pass fare media.
- Provide the ability to block cards and accounts, as needed.
- Integrate student and reduced-fare customer eligibility data into the pass distribution process to validate discounted fares.
- Increase net farebox revenues by increasing fare capture and/or reducing the cost of fare collection.
- Allow migration to new fare media and payment technologies as they become proven and cost-effective.
- Provide integrated pass options with neighboring transit systems; and
- Support online pass distribution and account management.

2. Improve the Ridership Data Management Process

The proposed system should improve ridership data collection, validation, and reporting capabilities, including the ability to:

- Generate highly accurate ridership information at the route and run level without manual data editing.
- Capture a GPS location for each ridership transaction.
- Associate GPS locations with established bus stop identifiers.
- Integrate ridership data with the RouteMatch suite of software.
- Validate driver log-on and route/run entries against the RouteMatch database.
- Integrate ticket vending machines, point-of-sale devices, and online sales into a centrally monitored fare collection system; and
- Track the usage and effectiveness of fare media distributed for marketing and community outreach purposes

3. Sound Project Delivery

The proposer shall demonstrate a sound and structured approach to project delivery, including the ability to:

- Follow recognized project management and ITIL best practices.
- Utilize a systems engineering approach.
- Provide and adhere to a clearly defined and achievable implementation timeline.
- Utilize commercial off-the-shelf (COTS) products and solutions wherever feasible.
- Comply with applicable Federal Transit Administration (FTA) requirements.
- Collaborate with the Agencies to deliver a fully integrated solution.
- Support a multi-year contract structure that provides ongoing system support and upgrades; and
- Deliver a solution that is sustainable, scalable, and represents a good overall value for the residents served by the participating Agencies.

Installation and Maintenance

The successful Proposer shall be responsible for the installation, configuration, testing, and commissioning of the proposed fare technology solution. All costs associated with installation, including labor, equipment, materials, travel, coordination, testing, and training, shall be included in the proposal and clearly broken out by Agency.

During the installation and deployment of the new Automatic Fare Collection (AFC) system, the existing fare collection systems shall remain operational to ensure service continuity. The Proposer shall coordinate installation activities with each Agency to minimize service disruption.

Characteristics of the New Automatic Fare Collection System

The services sought under this RFP include the furnishing, installation, operation, and support of an Automatic Fare Collection (AFC) system that conforms to established procedures for fare transaction processing and data collection. All proposed products and associated support or maintenance services shall comply with all applicable local, State, and Federal statutes and regulations.

The selected Contractor shall provide a solution that includes, at a minimum, the following:

1. **Vehicle-Based Fare Collection** - Furnish and support an AFC system on all fixed-route buses capable of fare collection, fare validation, payment recording, and the collection of relevant passenger and transaction data.

2. **Central Back-Office System** - Furnish an AFC system that includes all necessary central back-office components, including software, servers, cloud services (if applicable), and related infrastructure required to support system operations, reporting, and data management.
3. **Training, Maintenance, and Support** - Provide sufficient training, maintenance services, spare parts, test equipment, and customer support necessary to ensure reliable and continuous operation of the AFC system.
4. **Reporting and Analytics** - Provide a system capable of generating user-defined periodic reports, including transaction volume, fare revenue, and financial and operational reports related to system performance.
5. **System Expandability and Integration** - Provide an AFC system that can be **cost-effectively** expanded and integrated with ticket vending machines and other distribution channels for the issuance of electronic and stored-value fare media, including magnetic stripe and smart cards.
6. **Warranty Requirements** - Provide a minimum three (3) year warranty covering equipment, software, and artistry.
 - a. The manufacturer's warranty period shall commence upon final system acceptance by the Agencies. It shall not begin before completion of a forty-five (45) day testing and acceptance period, if applicable. This warranty requirement shall supersede any manufacturer warranty terms based on in-service dates, purchase dates, or other alternative commencement provisions.

PROPOSAL CONTENT

The proposal shall include the following elements. Proposers shall organize their proposals in the order listed below.

Statement of Qualifications - This section shall include a concise description of the Proposer's background, experience, and qualifications in providing services similar to those described in the Scope of Work. Proposers should include relevant experience with account-based fare payment systems, multi-agency or regional deployments, and comparable transit clients.

Transition and Start-Up Plan - This section shall describe the Proposer's approach for transitioning from the existing fare collection systems to the proposed solution. The plan shall address continuity of service, risk mitigation, coordination with the Agencies, and a proposed timeline for completing all transition and start-up activities within a clearly defined period.

Work Plan - This section shall include a comprehensive work plan and implementation schedule that fully addresses each aspect of the Scope of Work. The work plan shall identify key milestones, deliverables, roles and responsibilities, and coordination requirements with the Agencies.

Properly Executed Required Forms - All Required Forms included in this RFP shall be completed in full and properly executed. Forms requiring signatures or notarization must be submitted as specified.

Pricing Proposal - Proposers shall submit a detailed pricing proposal that clearly identifies all costs associated with the proposed solution for the whole duration of the contract. Pricing shall include, at a minimum, software, hardware, installation, configuration, training, support, maintenance, upgrades, and any optional features or services. Pricing shall be clearly broken out by Agency, as applicable.

Optional Features Checklists - Proposers shall complete the two (2) Optional Features Checklists provided in **Attachment A** of this RFP. For each listed item, Proposers shall indicate whether the option currently exists in their software, is in development, or is not available. Proposers shall mark one box for each item listed.

EVALUATION CRITERIA

A team of The Agency's Staff will evaluate the proposals. The team will select the firm whose proposal is most advantageous to the project.

Selection Procedure:

1. **Initial Review and Responsiveness** - The evaluation committee will review all proposals to determine whether they are complete, responsive, and meet the minimum technical requirements of this RFP. Proposals determined to be non-responsive or not meeting minimum requirements may be rejected without further evaluation.
2. **Evaluation and Scoring** - Responsive proposals will be evaluated and scored based on the evaluation criteria established in this RFP. The Agencies reserve the right to seek clarification of proposal content during the evaluation process.
3. **Competitive Range and Demonstrations** - Following the initial evaluation, the Agencies may establish a competitive range of the highest-ranked Proposers. Proposers within the competitive range may be invited to participate in **oral interviews and/or live software demonstrations**, as identified in the RFP Schedule.

Demonstrations shall be limited to the proposed system and scope of services described in the Proposer's submission. Each Proposer will be allotted up to **two (2) hours** for the demonstration, including time for questions and discussion.

The demonstration should be a live, working system (no PowerPoint) that meets the requirements. The cost to assemble and develop the proposed System, and to attend the product demonstration, will be the responsibility of the Proposer.

- a. System functionality, including real-time passenger information, fare collection, reporting, management, and administrative capabilities.
 - b. Functional and architectural overview of the proposed solution, including CAD/AVL, fare collection, and passenger information components.
 - c. Description of the proposed technology solution, including hosting model (cloud-hosted, managed services, or on-premises), system architecture, redundancy, failover, cybersecurity, and disaster recovery.
 - d. Data transfer architecture and communications (wireless and/or bulk data transfers).
 - e. Understanding of and approach to proof-of-concept, where applicable.
 - f. Typical implementation and installation approach, including anticipated timelines and Agency impacts.
 - g. Project management and engineering approach.
 - h. Training plan, documentation, and knowledge transfer.
 - i. Maintenance, warranty, and ongoing support services; and
 - j. Customer support processes, escalation procedures, and service level commitments.
4. **Final Evaluation and Negotiations** - Upon completion of interviews, demonstrations, and evaluations, the Agencies will identify the highest-ranked Proposer(s). The Agencies may negotiate and request Best and Final Offers (BAFOs) from one or more Proposers before final selection.
 5. **Recommendation and Award** - The evaluation committee will recommend an award to the Proposer whose proposal is determined to provide the best overall value to the Agencies. Contract award is subject to approval by each participating Agency's governing board, as applicable.

Proposals will be evaluated based on the following criteria:

1. **Qualifications, Related Experience, and References (15 points)** - The Proposer's demonstrated experience and technical competence in performing work of a similar nature and complexity. The evaluation will consider expertise working with public agencies, the firm's strength and stability, the experience and technical competence of any proposed subcontractors (if applicable), and client references demonstrating the successful delivery of comparable services.
2. **Project Methodology and Approach (25 points)** - The depth of the Proposer's understanding of the Agencies' requirements and the overall quality of the proposed approach. Evaluation will include the logic, clarity, feasibility, and completeness of the proposed project methodology, transition plan, and start-up work plan.
3. **Price Proposal (20 points)** - The reasonableness, completeness, and competitiveness of the proposed pricing, including total cost, cost allocation by Agency, and clarity of cost assumptions. Pricing will be evaluated based on overall value relative to the proposed technical solution and services.
4. **Optional Checklists (20 points)** The Proposer's ability to meet, support, and accommodate the optional features identified in the Optional Features Checklists

included in **Attachment A**, including existing functionality and planned or in-development capabilities.

(Optional features identified in Attachment A will be considered as part of the evaluation and may enhance a proposal, but are not required unless expressly stated.)

5. **Staffing and Project Organization (20 points)** - The qualifications, experience, and availability of the proposed project team, including key personnel and the Project Manager. The evaluation will consider the level of involvement of key staff, the clarity of roles and responsibilities, and demonstrated experience performing similar work.

Total Possible Points:100

The Agencies may request clarifications, conduct interviews and/or demonstrations, and enter into negotiations, including requests for Best and Final Offers (BAFOs), before final selection. The Award will be made to the Proposer whose proposal is determined to provide the best overall value to the Agencies, based on the evaluation criteria above.

GENERAL TERMS AND CONDITIONS

1. CONTRACT DOCUMENTS

- a. All terms and conditions included in this solicitation will be incorporated into any resultant contract.
- b. The Agencies intend to award a firm fixed price contract for this procurement.
- c. The Agencies are exempt from Federal Excise and Transportation Taxes. The Agencies will furnish the necessary exemption certificate upon request. Any sales tax, use tax, imposts, revenues, excise or other taxes, which are now, or which may hereafter be imposed by Congress, by a state or any political subdivision hereof and applicable to the sale or the material delivered as a result of Bid and which, by the terms of the tax law, must be passed directly to The Agencies and will be paid by The Agencies.

2. FORM OF PROPOSALS

Proposals shall be submitted only on the **Bid Form**, provided herein. Proposals submitted on any other form will be considered nonresponsive and **WILL BE REJECTED**. The only acceptable method of modifying a Bid is by letter, if it is received by the person assigned to open Proposals before the time set for opening of Proposals.

3. RECEIPT OF PROPOSALS

- a. Proposers must submit, in a sealed package, one (1) original and one (1) electronic copy on a flash drive of all materials required for acceptance of their Proposal to:

Tulare County Regional Transit Agency
Attn: Derek Winning, Executive Director
200 E. Center
Visalia, CA 93291
- b. All Proposals must be signed by an authorized representative and received by The Agencies by the closing deadline. Late Proposals will be rejected. Receipt of the Proposal by the U.S. mail system does not constitute receipt of the Proposal by the Agencies.
- c. The Bid opening may occur at the time and date specified in the Scope of Work. The Agency reserves the right to postpone Bid opening for its own convenience, to reject any or all Proposals, and to cancel the requirements at any time before Bid opening and return all Proposals unopened.

4. DISCREPANCIES

If a Contractor becomes aware of any discrepancy, ambiguity, error, or omission, it shall be reported immediately to The Agency's Executive Director/Transit Manager or their designee, who will determine whether clarification is necessary.

5. APPEAL PROCEDURES

Requests for approved equals, clarifications of specifications, and protests of specifications must be received by The Agencies in writing 10 workdays before the Bid due date. Requests must be addressed as listed in Item 3 and be clearly marked on the outside of the envelope: **"NOT A BID"**. Any request for an approved equal or a protest of the specifications must be fully supported by technical data, test results, or other pertinent information demonstrating that the substitute offered is equal to or better than the specification requirements. The burden of proof as to the equality, substitutability, and compatibility of proposed alternates or equals shall be upon the Contractor, who shall furnish all necessary information at no cost to The Agencies. The Agencies shall be the sole judge as to the quality, substitutability, and compatibility of the proposed alternates or equals.

6. ADDENDA

- a. Clarification or any other notice of a change in the Bid Documents will be issued only by The Agencies and only in the form of written addenda mailed, emailed, or otherwise delivered to the address of record of each Contractor. Each addendum will be numbered and dated. Oral statements or any instructions in any form, other than addenda as described above, shall have no consideration.
- b. Each addendum received during the Bid period shall be acknowledged in the designated space on the Bid Form with the information therein requested. If none are received, the words **"no addenda received"** shall be written in the said space.

7. RECEIVING PROPOSALS

Proposals received will be kept unopened until the time fixed for the Bid opening. The person whose duty it is to open the Proposals will determine when the time stated above has elapsed, and any Bid received thereafter will not be considered.

8. WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn only by the Contractor's signature, provided the request is received by the person responsible for opening Proposals before the time fixed for Bid opening. Each Bid opened will be considered to be a valid offer and may not be withdrawn for a period of thirty (30) calendar days following the opening of Proposals, unless the Contractor is given written notice that the Bid is unacceptable.

9. EVALUATION OF PROPOSALS

Proposals will be evaluated as stated in the Scope of Work.

10. AWARD OR REJECTION OF BID

- a. The contract will be awarded to the responsible Contractor whose offer conforming to the solicitation will be most advantageous to the Agencies.
- b. Discounts offered by the Contractor will not be used in the evaluation or award process. The Agencies reserve the right to accept a Bid other than the lowest-priced Bid.
- c. The Agencies reserves the right to REJECT ANY OR ALL Proposals or any item or part thereof, or to waive any informality in Proposals when it is in the best interest of The Agencies to do so.
- d. The Agencies also reserves the right to reward its total requirements to one Contractor or to apportion those requirements among several Contractors, as The Agencies may deem it to be in its best interest.
- e. Each offer shall be submitted on the most favorable terms, from a price and technical standpoint, that the Contractor can submit to The Agencies.

11. PRE-CONTRACTUAL EXPENSES

Contractors are responsible for all pre-contractual expenses. Pre-contractual expenses are defined as expenses incurred by the Contractor in 1) preparing the Bid in response to this invitation; 2) submitting that Bid to The Agencies; 3) negotiating with The Agencies any matter related to this Bid; or 4) any other expenses incurred by the Contractor before the date of award.

12. PAYMENT

Payment Schedule and Invoicing

Payments shall be made in accordance with this section, subject to any amounts withheld as provided below. The Contractor may submit invoices in accordance with the payment milestones described herein.

- a. **Progress Payment (80%)** - The Agencies shall pay **eighty percent (80%)** of the total contract amount for equipment, software, materials, and/or services at the unit prices outlined in the Pricing Schedule within **thirty (30) calendar days** following delivery or completion of the applicable work and receipt of a proper invoice.

- b. **Final Payment (20%)** - The Agencies shall pay the remaining **twenty percent (20%)** of the contract amount within **thirty (30) calendar days** following receipt of a proper final invoice and upon satisfaction of all of the following conditions:
 - 1. Delivery and acceptance of all contract deliverables, including required documentation, manuals, and other materials specified in the Contract.
 - 2. Acceptance by the Agencies of the equipment, software, materials, and/or services in accordance with the Scope of Work following completion of the **forty-five (45) day Testing and Acceptance Period**; and
 - 3. Receipt of a complete and accurate final invoice, including any applicable support documentation.
- c. **Contract Terms** - All payments shall be subject to the terms and conditions outlined in the Contract executed between the Agencies and the Contractor.

Prime Contractor and Subcontractor Payments (If Applicable)

The prime contractor shall pay each subcontractor for satisfactory performance of its subcontracted work no later than **ten (10) days** after receipt of payment from the Agencies. The prime contractor shall further pay any retained amounts to each subcontractor within **thirty (30) days** after the subcontractor's work has been satisfactorily completed. Any deviation from these timeframes may occur only for good cause and with the prior written approval of the Agencies.

13. DELAYS

a. Unavoidable Delays

If services under the contract are unavoidably delayed, the Agencies' Director shall extend the time for completion of the agreement by the determined number of days of excusable delay. A delay is unavoidable only if the delay was not reasonably expected to occur in connection with or during the Contractor's performance, and was not caused directly or substantially by acts, omissions, negligence or mistakes of the Contractor, the Contractor's subs, or their agents, and was substantial and in fact caused the Contractor to delay performance dates, and could not adequately have been guarded against by contractual or legal means. Delays beyond the control of The Agencies or caused by The Agencies will constitute sufficient justification for service delays, and the Contractor will be allowed a day-for-day extension.

b. Notification of Delays

The Contractor shall notify The Agency's Staff as soon as the Contractor has, or should have, knowledge that an event has occurred which will delay performance. Within five (5) calendar days, the Contractor shall confirm such notice in writing, furnishing as much detail as available.

c. Request for Extension

The Contractor agrees to supply, as soon as such data are available, any reasonable proof that the Agencies' Director requires to decide on any request for extension. The Agencies' Director shall examine the request and any documents supplied by the Contractor and determine whether the Contractor is entitled to an extension and, if so, the duration of that extension. The Agencies' Director shall notify the Contractor of his decision in writing. It is expressly understood and agreed that the Contractor shall not be entitled to damages or compensation and shall not be reimbursed for losses on account of delays resulting from any cause under this provision.

14. CHANGE ORDERS

a. Contractor Changes

Any proposed change in this contract shall be submitted to The Agencies' Executive Director for prior written approval.

b. Agency Changes

1. No change in this contract shall be made unless the Agencies' Executive Director issues his prior written approval thereto. Oral change orders are not permitted. The Contractor shall be liable for all costs resulting from, and/or for satisfactorily correcting any specification change not ordered adequately by written modification to the contract and signed by The Agencies' Executive Director.
2. Contractor is expected to proceed with the change, and if the Agency is responsible for a delay in the delivery of services, a day-for-day extension to the delivery of services will be allowed.
3. Within seven (7) calendar days after receipt of the written change order to modify the contract, the Contractor shall submit to The Agencies a detailed price and schedule Bid for the work to be performed. This Bid shall be accepted or modified by negotiations between the Contractor and the Agencies. At the time, a detailed modification shall be executed in writing by both parties. Disagreements that cannot be resolved with negotiations shall be resolved in accordance with the contract disputes clause. Regardless of any disputes, the Contractor shall proceed with the work ordered.

15. INSURANCE

- a. During the performance hereunder and at Contractor's sole expense, Contractor shall procure and maintain the following insurance and shall not, of its own initiative, cause such insurance to be cancelled or materially changed during the course of this contract for Bid.

1. Workers' Compensation Insurance with the limits established and required by the State of California.
2. Comprehensive General Liability, Product/Completed Operations Liability, Contractual Liability, Independent Contractors Liability, and Automobile Insurance with at least the following limits of liability:
 - a. Primary Bodily Injury Liability limits of \$1,000,000 per occurrence.
 - b. Primary Property Damage Liability limits of \$1,000,000 per occurrence.
- b. Before The Agencies' issuance of a CONTRACT, the Contractor must furnish to The Agencies a **Certificate of Insurance**, which shall certify the Contractor's insurance policy adequately covers the above-listed requirements. Documents may be delivered or mailed to the said office. Language on the certificate shall confirm the following:
 1. The Agencies are designated as an additional **insured** on the Comprehensive Liability and Automobile Liability Insurance described above.
 2. The coverage shall be primary as to any other insurance with respect to performance hereunder.
 3. Thirty (30) days' written notice of cancellation or material change to the Agency.

16. PROHIBITED INTEREST

- a. Prohibited Interest:

The parties hereto covenant and agree that, to their knowledge, no board member, officer, or employee of The Agencies, during his tenure or for one (1) year thereafter has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the contracting party other than The Agencies, and that, if any such interest comes to the knowledge of either party at any time, a complete disclosure of all such information will be made in writing to the other parties, even if such interest would not be considered a conflict of interest under Article 4 of Chapter 1 of Division 4 of Title 1 (commencing with Section 1090) or Division 4.5 of Title 1 (commencing with Section 3600) of the Government Code of the State of California.

- b. Interest of Members of or Delegates to Congress:

No member of or delegate to the Congress of the United States shall be admitted to any share of or part of this contract or to any benefit arising therefrom.

17. LIABILITIES AGAINST THE PROCURING AGENCY

The Contractor shall indemnify, keep and save harmless The Agencies, its agents, officials,

and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgements, costs, and expenses, which may accrue against The Agencies arising out of or resulting from the Contractors acts or omissions, including acts or omissions of its employees, servants and agents.

18. OMISSION

Notwithstanding the provision of drawings, technical specifications, or other data by The Agencies, the Contractor shall be responsible for supplying all drawings and details required to complete the project and make it ready for service, even if such information is not explicitly stated in the drawings and specifications.

19. PRIORITY

In the event of any deviation between the description of the equipment in the Technical Specifications and other parts of this document, Contractor shall submit an RFI to The Agencies for clarification and direction.

20. PRICE ADJUSTMENT FOR REGULATORY CHANGE

If a price adjustment is indicated, either upward or downward, it shall be negotiated between The Agencies and the Contractor for changes that are mandatory as a result of legislation or regulations promulgated and becoming effective between the date of bid opening and the date of manufacture. Such a price adjustment may be audited where required.

21. REPAIRS AFTER NONACCEPTANCE

- a. The Agencies may require the Contractor, or its designated representative, to perform the repairs after nonacceptance, or the Agencies' personnel may do the work with reimbursement by the Contractor. The FOURTH-FIFTH (45) days shall pause until the repair is complete.
- b. **Repairs by Contractor**
 1. If the Agencies require the Contractor to perform repairs after nonacceptance of the equipment, the Contractor's representative must begin work within five (5) working days after receiving written notification from the Agencies of failure of acceptance tests. The Agencies shall make the equipment available to complete repairs promptly in accordance with the Contractor's repair schedule.
 2. The Contractor shall provide, at its own expense, all spare parts, tools, and space required to complete the repairs.
- c. **Repairs by Agency**

1. Parts Used: If the Agency decides to perform the repairs after nonacceptance of the equipment, it shall correct or repair the defect and any related defects using Contractor-specified parts available from its own stock or those supplied by the Contractor specifically for this repair. Reports of all repairs covered by this procedure shall be submitted by the Agencies to the Contractor for reimbursement or replacement of parts. The Contractor shall provide forms for these parts.
2. Contractor Supplied Parts: If the Contractor supplies parts for repairs being performed by The Agencies after nonacceptance of the equipment, these parts shall be shipped prepaid to The Agencies from any source selected by the Contractor within 10 working days after receipt of the request for said parts.
3. Return of Defective Components: The Contractor may request that parts covered by this provision be returned to the manufacturing plant. The Contractor shall pay the total cost for this action.
4. Reimbursement for Labor: The Agencies shall be reimbursed by the Contractor for labor. The amount shall be determined by multiplying the number of man-hours actually required to correct the defect by a per-hour, per-technician straight wage rate of \$85.00.
5. Reimbursement for Parts: The Agencies shall be reimbursed by the Contractor for defective parts that must be replaced to correct the defect. The reimbursement shall include taxes where applicable and 25 percent handling costs.

22. TERMINATION OF CONTRACT

- a. The procurement under this **CONTRACT** may be terminated by The Agencies in accordance with this clause in whole, or from time to time in part, whenever The Agencies shall determine that such termination is in its best interest. Any such termination shall be effected by delivery to the Contractor of a notice of termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.
 1. After receipt of a notice of termination, and except as otherwise directed by The Agencies, the Contractor shall:
 - a. Stop work under the contract on the date and to the extent specified in the notice of termination;
 - b. Place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under the contract as is not terminated;
 - c. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination;
 - d. Assign to The Agencies, in the manner, at the time, and to the extent directed by The Agencies, all of the right, title, and interest of the Contractor

under the orders and subcontracts so terminated, in which case The Agencies shall have the right, in its discretion to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

- e. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontract, with the approval and ratification of The Agencies, to the extent that may be required, which approval or ratification shall be final for all the purposes of this clause;
- f. Transfer title to The Agencies and deliver in the manner, at the time, and to the extent, if any, directed by The Agencies, the fabricated or unfabricated parts, works in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated, and the completed or partially completed plans, drawings, information and other property which, if the contract had been completed, would have been required to be furnished to The Agencies;
- g. Use its best efforts to sell, in the manner, at the times, to the extent, and at the price(s) directed or authorized by The Agencies, any property of the types referred to above, provided, however, that the Contractor shall not be required to extend credit to any purchaser, and may acquire any such property under the conditions prescribed by and at a price(s) approved by The Agencies, and provided further, that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by The Agencies to the Contractor under this contract or shall otherwise be credited to the price or cost of the work covered by this contract or paid in such other manner as The Agencies may direct;
- h. Completed performance of such part of the work as shall not have been terminated by the notice of termination; and
- i. Take such action as may be necessary, or as The Agencies may direct, for the protection or preservation of the property related to this contract which is in the possession of the Contractor and in which The Agencies have or may acquire an interest.

b. Termination for Default

- 1. The Agencies may, by written notice of default to the Contractor, terminate the whole or any part of this contract, if the Contractor fails to make delivery of the equipment or to perform the services within the time specified herein or any extension thereof; or if the Contractor fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 days (or such more extended period as The Agencies may authorize in writing) after receipt of notice from The Agencies specifying such failure.

2. If the contract is terminated in whole or in part for default, the Agencies may procure, upon such terms and in such manner as the Agencies may deem appropriate, supplies or services similar to those so terminated. The Contractor shall be liable to The Agencies for any excess costs for such similar supplies or services, and shall continue the performance of this contract to the extent not terminated under the provisions of this clause.
3. Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.
4. Payment for completed equipment delivered to and accepted by The Agencies shall be at the contract price. The Agencies may withhold from amounts otherwise due the Contractor for such completed equipment, such sum as The Agencies determines to be necessary to protect The Agencies against loss because of outstanding liens or claims of former lien holders. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to termination for convenience of The Agencies.
5. The rights and remedies of The Agencies provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

23. BREACH OF CONTRACT AND DISPUTE RESOLUTION

- a. Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the Agency's Chief Executive Officer. This decision shall be final and conclusive unless, within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to The Agencies' Chief Executive Officer. In connection with any such appeal, the Contractor shall be allowed to be heard and to offer evidence in support of its position. The decision of the Agencies' Chief Executive Officer shall be binding on the Contractor, and the Contractor shall abide by it.
- b. **Performance during dispute:** Unless otherwise directed by The Agencies, Contractor shall continue performance under this Contract while matters in dispute are being

resolved.

- c. **Claims for damages:** Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.
- d. **Remedies:** Unless this contract provides otherwise, all claims, counterclaims, disputes, and other matters in question between The Agencies and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which The Agencies is located.
- e. **Rights and Remedies:** The duties and obligations imposed by the Contract Documents and the rights and remedies available under shall be in addition to and not a limitation of any duties, responsibilities, rights, and remedies otherwise imposed or available by law. No action or failure to act by The Agencies 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.

24. PRIVACY ACT

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

FEDERAL REQUIREMENTS

In its performance of the Contract, Contractor will comply with all of the applicable Federal Transit Administration (FTA) clauses identified below, as indicated by a checked box next to the clause title.

[NOTE: clauses not followed by instructions apply to all contracts]

- ☒ DEFINITIONS
- ☒ FLY AMERICA REQUIREMENTS
- ☒ ENERGY CONSERVATION
- ☒ RECYCLED PRODUCTS
- ☒ CARGO PREFERENCE REQUIREMENTS
- ☒ ACCESS TO RECORDS AND REPORTS
- ☒ FEDERAL CHANGES
- ☒ NO GOVERNMENT OBLIGATION TO THIRD PARTIES
- ☒ PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS
- ☒ CIVIL RIGHTS REQUIREMENT
- ☒ SAFE OPERATION OF MOTOR VEHICLES
- ☒ INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS
- ☒ TELECOMMUNICATIONS EQUIPMENT OR SERVICES; VIDEO SURVEILLANCE EQUIPMENT OR SERVICES.
- ☐ VETERANS PREFERENCE [Applicable if the capital project consists of construction work]
- ☒ GOVERNMENT-WIDE DEBARMENT AND SUSPENSION [Applicable if contract is expected to equal or exceed \$25k or if contract is for federally required audit services]
- ☒ LOBBYING [Applicable if contract is expected to exceed \$100k; INCLUDE APPROPRIATE CERTIFICATE]

- ☒ CLEAN WATER AND AIR REQUIREMENTS [Applicable if contract is expected to exceed \$150k]
- ☐ BUY AMERICA REQUIREMENTS [Applicable if contract is for over \$150k of iron, steel, manufactured goods, or rolling stock; INCLUDE APPROPRIATE CERTIFICATE]
- ☐ PRE-AWARD AND POST-DELIVERY AUDIT REQUIREMENTS [Applicable to rolling stock procurement]
- ☐ ACCESSIBILITY [Applicable if contract is related to rolling stock (including services, equipment, or new procurements) or public transportation facilities – consult with legal counsel for customization.]
- ☐ BUS TESTING [Applicable if contract is to lease or purchase any new bus model or any bus model with a significant change in configuration or components to be acquired or leased with FTA funds]
- ☐ DAVIS-BACON ACT REQUIREMENTS [Applicable if construction, alteration, or repair (including painting) contract in excess of \$2,000]
- ☐ CONTRACT WORK HOURS AND SAFETY STANDARDS ACT [Applicable if contract is expected to equal or exceed \$100k and involves employment of laborers and mechanics. This provision does not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.]
- ☐ SEISMIC SAFETY [Applicable if contract for the construction of new buildings or additions to existing buildings]
- ☐ CHARTER SERVICE OPERATIONS [Applicable if contract for operation of public transportation service]
- ☐ PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS [Applicable contract for transit operations performed by employees of a contractor recognized by the FTA as a transit operator]
- ☐ SCHOOL BUS OPERATIONS [Applicable if contract for operating public transportation services]
- ☐ SUBSTANCE ABUSE REQUIREMENTS [Consult with legal counsel – applicable if work involves the performance of safety-sensitive functions, as defined in 49 CFR § 655.4]

- ☐ DOMESTIC PREFERENCES FOR PROCUREMENTS [Applicable if contract is for the purchase, acquisition, or use of goods, products, or other materials and is under the Buy America threshold; do not use for service contracts or if Buy America is applicable]
- ☐ NOTIFICATION REGARDING FALSE CLAIMS, FRAUD, WASTE, ABUSE, AND OTHER LEGAL MATTERS [Applicable if contract is valued at \$25,000 or more.]
- ☐ BUILD AMERICA, BUY AMERICA ACT [Consult with legal counsel - Applicable if contract is an infrastructure project that involves construction materials]

1. DEFINITIONS

The following definitions apply to these federal terms and conditions:

- a. Bid means bid, proposal, or offer.
- b. Bidder means bidder, proposer, or offeror.
- c. Contract means the agreement to which these Federal Terms and Conditions apply.
- d. Contractor means the person or entity named in the Purchase Order, Bid, Proposal, or Contract to which these Federal Terms and Conditions apply.
- e. FTA means the Federal Transit Administration.
- f. TCRTA means the Tulare County Regional Transit Agency
- g. The Agencies means Tulare County Regional Transit Agency (TCRTA), a Public Transit Joint Powers Authority, The City of Porterville Transit, The City of Visalia Transit, and Kings County Area Public Transit Agency.
- h. U.S. DOT means United States Department of Transportation.

2. FLY AMERICA REQUIREMENTS

The 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 CFR Part 301-10, 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. The Contractor must 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 must, in any event, provide a certificate of compliance with the Fly America requirements, if used. The Contractor agrees to include the requirements of this Section in all subcontracts that may involve international air transportation.

3. ENERGY CONSERVATION

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Federal Energy Policy and Conservation Act, 42 U.S.C. § 6321 et seq.

4. RECYCLED PRODUCTS

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), “Comprehensive Procurement Guideline for Products Containing Recovered Materials,” 40 C.F.R. part 247.

5. CARGO PREFERENCE REQUIREMENTS

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

6. ACCESS TO RECORDS AND REPORTS

Contractor must provide all authorized representatives of The Agencies, the FTA Administrator, the State Auditor, and the Comptroller General of the United States access to any books, documents, papers, and records of the Contractor which are related to performance of this Contract for the purposes of making audits, copies, examinations, excerpts, and transcriptions. Contractor also agrees to retain and maintain, and will require its subcontractors to retain and maintain, all books, records, accounts and reports related to this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain the same until The

Agencies, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

7. FEDERAL CHANGES

Contractor must at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (30) dated November 2, 2022 [NOTE: This is updated annually]) between The Agencies and the FTA, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply constitutes a material breach of this Contract.

8. NO GOVERNMENT OBLIGATIONS TO THIRD PARTIES

The Agencies 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 will not be subject to any obligations or liabilities to The Agencies, Contractor, or any other party (whether or not a party to that contract) about any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor/subconsultant who will be subject to its provisions.

9. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

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

Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. Chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5353(l) on the Contractor, to the extent the Federal Government deems appropriate.

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

10. CIVIL RIGHTS REQUIREMENTS

a. Nondiscrimination

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

b. Equal Employment Opportunity

The following equal employment opportunity requirements apply to the underlying Contract:

i. Race, Color, Creed, National Origin, Sex

In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Chapter 60, (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 performance of the Contract. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national

origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

ii. Age

In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reasons of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

iii. Disabilities

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

The 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.

11. SAFE OPERATION OF MOTOR VEHICLES

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel who operate company-owned, company-rented, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or the Agencies. The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract. The Contractor also agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to the Contractor's employees about the safety risks associated with texting

while driving. The Contractor agrees to include the requirements of this Section in all subcontracts at each tier.

12. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, specific terms and conditions required by U.S. DOT, whether or not expressly outlined in the preceding clauses. All contractual provisions required by the U.S. DOT, as outlined in FTA Circular 4220.1F, dated March 18, 2013, 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 Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any of The Agencies' requests which would cause The Agencies to violate the FTA terms and conditions.

13. TELECOMMUNICATIONS EQUIPMENT OR SERVICES; VIDEO SURVEILLANCE EQUIPMENT OR SERVICES

The Contractor represents that the Contractor, and its subcontractors and subconsultants, will not provide or use covered telecommunications equipment or services as a substantial or essential component of any system or as critical technology as part of any system, in accordance with Section 889 of the John S. McCain National Defense Authorization Act, in the performance of this Contract. "Covered telecommunications equipment or services" means any of the following: (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); (2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); (3) Telecommunications or video surveillance services provided by such entities or using such equipment listed in (1) or (2); or (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of the People's Republic of China. "Substantial or essential component" means any component necessary for the proper function or performance of a piece of equipment, system, or service. "Critical technology" includes those critical technologies listed in 48 C.F.R. 52.204–25, subpart (a).

14. VETERANS PREFERENCE

To the extent practicable, the Contractor agrees that it and its subcontractors:

- a. Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the requisite skills and abilities to perform the construction work required under a third-party contract in connection with a capital project supported with funds appropriated or made available for 49 U.S.C. chapter 53, and
- b. Will not be required to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

15. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

This contract is a covered transaction subject to the requirements of 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)" and 2 CFR Part 1200, U.S. DOT regulations, "Nonprocurement Suspension and Debarment." These provisions apply to each contract at any tier of \$25,000 or more; to each contract at any tier for a federally required audit (irrespective of the contract amount); and to each contract at any tier that must be approved by an FTA official, regardless of the contract amount. As such, the Contractor is required to verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be: (a) Debarred from participation in any federally assisted Award; (b) Suspended from participation in any federally assisted Award; (c) Proposed for debarment from participation in any federally assisted Award; (d) Declared ineligible to participate in any federally assisted Award; (e) Voluntarily excluded from participation in any federally assisted Award; or (f) Disqualified from participation in any federally assisted Award.

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

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

16. LOBBYING

Contractor shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Contractor shall certify that it will not and has not used Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer

or employee of any The Agencies, 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. Contractor 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 shall be forwarded to The Agencies. Contractor shall ensure that all of its subcontractors/subconsultants under this Contract shall certify the same. The Agencies are responsible for maintaining the Contractor's certification, which, in turn, is accountable for maintaining the certification forms of subcontractors/subconsultants. The Bidder shall complete Standard Form SF-LLL, "Disclosure of Lobbying Activities," which is included with the Bid Documents, including instructions for completion.

17. CLEAN WATER AND AIR REQUIREMENTS

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., and the Clean Air Act, as amended, 42 U.S.C. 7401 et seq. The Contractor agrees to report each violation to The Agencies and understands and agrees that The Agencies will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA regional office. The Contractor shall also include these requirements in each subcontract exceeding \$150,000 that is financed, in whole or in part, with federal assistance provided by the FTA.

18. BUY AMERICA REQUIREMENTS

The Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, 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 CFR § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 CFR § 661.11. All bidders or proposers must submit the appropriate Buy America certification to The Agencies with their bids or proposals, except those subject to a general waiver. Proposals that are not accompanied by a completed Buy America certification will be rejected as nonresponsive. This requirement does not apply to lower-tier subcontractors.

19. PRE-AWARD AND POST-DELIVERY AUDIT REQUIREMENTS

Contractor agrees to comply with the pre-award and post-delivery requirements outlined in 49 U.S.C. § 5323(m) and the FTA's implementing regulations at 49 C.F.R. Part 663. Contractor must submit the following certifications with its bid:

a. Pre-Award Buy America Certification

The Contractor must complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Contractor certifies compliance with Buy America, it must submit documentation which lists (1) component and subcomponent parts of the rollingstock 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.

b. Pre-Award Solicitation Specifications Certification

The Contractor shall submit evidence that is capable of producing rolling stock that meets The Agencies' specifications outlined in the solicitation.

c. Federal Motor Vehicle Safety Standards (FMVSS)

The Contractor must submit evidence of (1) the manufacturer's self-certification sticker information that the vehicle complies with applicable FMVSS in 49 CFR Part 571, as may be amended, or (2) the manufacturer's self-certification statement that the vehicle is not subject to the FMVSS in 49 CFR Part 571, as may be amended.

20. ACCESSIBILITY

The Contractor agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC § 12101 et seq.; section 504 of the Rehabilitation Act of 1973, as amended; 29 USC § 794; 49 USC § 5301(6); 49 CFR Parts 27, 37,38, and 39 and any implementing requirements and regulations FTA may issue. These regulations provide that no disabled individual, solely by reason of his or her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity included in or resulting from this Contract.

21. BUS TESTING

The Contractor [Manufacturer] agrees to comply with 49 U.S.C. 5318(e) and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following:

- a. A manufacturer of a new bus model or a bus produced with a significant change in components or configuration must provide a copy of the final test report to The Agencies at a point in the procurement process specified by The Agencies, which will be before The Agencies' final acceptance of the first vehicle.
- B. A manufacturer who releases a report under paragraph (a) above shall provide notice to the operator of the testing facility that the report is available to the public.

- c. If the manufacturer represents that the vehicle was previously tested, the car being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the Agencies before the Agencies' final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall describe the change and the manufacturer's basis for concluding that it is not a significant change requiring additional testing.
- d. 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 significant 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.

22. **DAVIS-BACON ACT REQUIREMENTS**

a. Minimum wages

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section I (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 Subsection (A)(4) of this Section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein,

provided that the employer's payroll records accurately set forth the time spent in each classification in which such work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (A)(4) 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 the workers can easily see it.

- ii. 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.
- iii. 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.
- iv. (a) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination, and which is to be employed under the Contract, shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met: (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (2) The classification is utilized in the area by the construction industry; and (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

advise the contracting officer or will notify the contracting officer within the 30 days that extra 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 disagree 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 notify the contracting officer within the 30 days that additional time is necessary.

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to Subsections (A)(4)(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.

b. Withholding

The Agencies 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 Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which the Contractor holds, 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 Agencies 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.

c. 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 I (b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- ii. (a) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to The Agencies 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 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payroll shall consist solely of an individually identifying number for each employee (e.g., the last four digits of the employee's Social Security number). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The Contractor is responsible for receiving copies of all subcontractors' payrolls. Contractors and subcontractors shall maintain the full Social Security number and current address of each covered worker. They shall provide them upon request to The Agencies if The Agencies are a party to the contract. Still, The Agencies is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(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:

(i) That the payroll for the payroll period contains the information to be provided under §5.5(a)(3)(ii) of Regulations, 29 CFR Part 5, the appropriate information is being maintained under §5.5(a)(3)(i) of Regulations, 29 CFR Part 5, and that such information is correct and complete;

(ii) 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 outlined in Regulations, 29 CFR Part 3;

(iii) 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 (C)(2)(b) of this Section.

(d) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

- iii. The Contractor or subcontractor shall make the records required under paragraph(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 suspend any further payments, advances, or guarantees of funds. Furthermore, failure to submit the required records upon request or to make them available may constitute grounds for debarment under 29 CFR 5.12.

d. 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 their 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 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 journey hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

ii. Trainees

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at a rate below the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program that 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's 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 a rate below 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 conform to the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

e. Compliance with Copeland Act requirements

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract.

f. Subcontracts

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may, by appropriate instructions, require, and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The Contractor shall be responsible for ensuring that any subcontractor or lower subcontractor complies with all contract clauses in 29 CFR 5.5.

g. Contract termination: Debarment

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.

h. Compliance with Davis-Bacon and Related Act requirements

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this Contract.

i. 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 outlined in 29 CFR Parts 5,6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

j. 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 CFR 5.12(a)(1).
- ii. No part of this Contract shall be subcontracted to a person or firm ineligible for an award of a government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- iii. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

23. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

In accordance with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the United States Department of Labor regulations at 29 C.F.R. part 5, the following requirements apply to all laborers and mechanics employed by the

Contractor or subcontractor in the performance of any part of the work under the Contract, including watchmen, guards, and workers performing services in connection with dredging or rock excavation. (40U.S.C.A. § 3701)

a. Overtime Requirements

Neither the Contractor nor its subcontractors may permit any laborer or mechanic in any workweek in which he or she is employed on such work under this Contract to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the introductory rate of pay

b. Violation, Liability for Unpaid Wages, Liquidated Damages

In the event of any violation of the clause outlined in paragraph A of this Section, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each laborer or mechanic, including watchmen and guards, employed in violation of the clause outlined in paragraph A of this Section for \$10.00 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause outlined in paragraph A of this Section.

c. Withholding Unpaid Wages and Liquidated Damages

The Agencies 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 Contractor under any such contract or any other Federal contract with Contractor or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which Contractor holds, such sums as may be determined to be necessary to satisfy any liabilities of Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause outlined in paragraph B of this Section.

d. Subcontracts

The Contractor shall insert in any subcontract the clauses outlined in this Section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses outlined in this Section.

e. Payrolls and Basic Records

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 (3) years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that 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 shall also maintain records that show the costs anticipated or the actual cost incurred in providing such benefits. Should the Contractor employ apprentices or trainees under approved programs, it 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.

f. Occupational Safety and Health Act

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

The Contractor also agrees to include the requirements of this Subsection F in each subcontract. The term “subcontract” under this Subsection is considered to refer to a person who decides to perform any part of the labor or material requirements of a contract for construction, alteration, or repair. A person who undertakes to perform a portion of an agreement involving the furnishing of supplies or materials will be considered a “subcontractor” under this Section if the work in question consists of the performance of construction work and is to be performed: (1) directly on or near the construction site, or (2) by the employer for the specific project on a customized basis. Thus, a supplier of materials that will become an integral part of the construction is a “subcontractor” if the supplier fabricates or assembles the goods or materials specifically for the construction project, and the work involved is a construction activity. If the goods or materials in question are ordinarily sold to other customers

from regular inventory, the supplier is not a “subcontractor.” The requirements of this Section do not apply to contracts or subcontracts for the purchase of supplies, materials, or articles ordinarily available on the open market.

24. SEISMIC SAFETY

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

25. CHARTER SERVICE OPERATIONS

The Contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if at least one private charter operator is willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be “incidental,” i.e., it must not interfere with or detract from the provision of mass transportation.

26. PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS

The Contractor agrees to comply with applicable transit employee protective requirements as follows:

a. General Transit Employee Protective Requirements

To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient’s project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49U.S.C. § 5310(a)(2), or for projects for nonurbanized

areas authorized by 49 U.S.C. §5311. Alternate provisions for those projects are outlined in subsections (b) and (c) of this clause.

b. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. §5310(a)(2) for Elderly Individuals and Individuals with Disabilities

If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. §5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is outlined in the Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

c. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas

If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor 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, and the procedures implemented by U.S. DOL or any revision thereto.

The Contractor also agrees to include any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

27. SCHOOL BUS OPERATIONS

Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating an exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

28. SUBSTANCE ABUSE REQUIREMENTS

The Agencies adhere to US DOT/FTA federal regulations, 49 CFR Parts 40 and 655, governing mandatory drug and alcohol testing and education for “safety-sensitive” employees. Pursuant to these regulations, The Agencies require that contractors who “stand in the shoes” of The Agencies are subject to these regulations, and must have a Substance Abuse Policy, a drug and alcohol testing program, and provide training for their safety-sensitive employees. Contractors are required to comply fully with all DOT and FTA regulations prohibiting drug use and alcohol misuse by all operators, maintenance personnel, and employees of subcontractors performing safety-sensitive functions. The Contractor's policy, testing program, and training must comply with these regulations: 49 CFR Part 655 (“Prevention of Prohibited Drug Use in Transit Operations and Prevention of Alcohol Misuse in Transit Operations”) and 49 CFR Part 40 (“Procedures for Transportation Workplace Drug and Alcohol Testing Procedures”).

The Contractor will be required to cause its prospective safety-sensitive employees who may be assigned to perform safety-sensitive duties for The Agencies to undergo pre-employment drug testing and to make inquiries regarding drug test results from prior DOT-regulated employers. Safety-sensitive employees shall also be subject to post-accident testing, reasonable suspicion testing, and random testing, and other tests as required by 49 CFR Part 655.

The Contractor must notify The Agency's Risk Administrator immediately of any violation of the regulations or failure to test.

Any Contractor employee found to have violated the drug and alcohol regulations is subject to removal from contract duties, depending on the facts and circumstances.

If the Contractor utilizes their own pre-established program or a third-party administrator's program, the Contractor must fully cooperate with The Agencies in such monitoring efforts, provide any requested documents or information, and comply with any corrective action that The Agencies require of the Contractor. Contractor further agrees to certify its compliance with Part 655 by December 1st annually and to submit the Management Information Systems (“MIS”) reports before March 1st (for the prior calendar year) to The Agencies. Contractor agrees that all records produced and maintained in the performance of the program are subject to review by The Agencies in a facility not more than 100 miles away. Further, Contractor may be required to submit quarterly MIS reports to The Agencies.

If the Contractor is included in The Agency's Random Testing Program, the Contractor is not released from all other DOT regulations, such as adhering to DOT's hiring requirements, including making inquiries of past DOT-regulated employers and pre-employment testing; conducting reasonable suspicion and post-accident testing when warranted; and training safety-sensitive employees and their supervisors for the requisite time required by law. Contractor agrees to timely notify The Agencies of the names of its safety-sensitive employees, including any additions or deletions during the contract term.

Contractor agrees to submit within thirty (30) days of award of the contract (1) verification that its safety-sensitive employees are included as part of a random testing pool; (2) a copy of Contractor's substance abuse policy; and (3) the name of its third-party administrator, if applicable. Failure to submit such documents within the prescribed time period, or failure to submit any other documentation relevant to the substance abuse testing requirements as required by The Agencies, may result in termination of the contract for default.

29. DOMESTIC PREFERENCES FOR PROCUREMENTS

Pursuant to 2 CFR § 200.322, the Contractor should, to the greatest extent practicable under this Contract and as appropriate and to the extent consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The Contractor must include this requirement in contracts with subcontractors, including all contracts and purchase orders for work or products under this Contract.

30. NOTIFICATION REGARDING FALSE CLAIMS, FRAUD, WASTE, ABUSE, AND OTHER LEGAL MATTERS

- a. The Contractor agrees to promptly notify the FTA Chief Counsel and the FTA Regional Counsel for Region IX if it knows (i) any current or prospective legal matter that may affect the Federal Government, including but not limited to, a significant dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason, or (ii) any matters that may affect the Federal Government, including but not limited to, the Federal Government's interests in the Federal Award supporting this Contract, this Contract and any amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

The Contractor further agrees to promptly notify the FTA Chief Counsel, the FTA Regional Counsel for FTA Region IX, and the U.S. DOT Office of Inspector General if it has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA, including but not limited to knowledge that a person has or may have (i) submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or (ii) committed a criminal or civil violation of law about such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance.

The Contractor further agrees to notify The Agencies of any matter described above that promptly relates to this Contract or any other federally assisted contract between the Contractor and The Agencies.

"Knowledge," as used in this section, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other

investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the Contractor's possession.

“Promptly,” as used in this section, means to refer to information without delay and without change.

- b. The Contractor agrees to include the above clause in all subcontracts entered into for the performance of this Contract. It is further agreed that the above clause shall not be modified, except to identify the subcontractor/subconsultant who will be subject to its provisions.

31. BUILD AMERICA, BUY AMERICA ACT

For construction materials used in the Project, the Contractor agrees to comply with the domestic preference requirement of the Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget, U.S. DOT, and FTA, unless a waiver applies.

Attachment A – Required Forms

The following forms **MUST** be completed and included in the Bid.

ACKNOWLEDGEMENT OF ADDENDA

Failure to acknowledge receipt of all addenda may result in the proposal being considered nonresponsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the Bid.

The undersigned acknowledges receipt of the following addenda to the RFP documents:

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Proposer Name: _____

Name of Authorized Signer: _____

Title: _____

Signature of Authorized Signer: _____

Date: _____

CERTIFICATE OF NONDISCRIMINATION

Respondent hereby certifies under penalty of perjury under the laws of the State of California, that it does not unlawfully discriminate against any employee or applicant for employment about race, color, religion, sex or national origin, ancestry, physical handicap, medical condition, marital status, or age; that it complies with all applicable federal, state, and local directives and executive orders regarding nondiscrimination in employment; and that it agrees to pursue positively and aggressively the principle of equal opportunity in employment. Respondent and its sub-consultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code Section 12900 et seq.) and the applicable regulations promulgated thereunder. Admin. Code, Title 2, Sec 7285.0 et seq.).

Respondent agrees specifically:

- * To establish or observe employment policies that actively promote opportunities for minority persons and women at all job levels.
- * To communicate this policy to all persons concerned, including all company employees, outside recruiting services, especially those serving minority communities and women, and to the minority communities and women at large.
- * To state in all solicitations or advertisements for employees that the Proposer will consider all qualified applicants for employment without regard to race, color, religion, age, sex, or national origin.

Please include any additional information available regarding equal opportunity employment programs now in effect within your company, e.g., an Affirmative Plan and/or Policy statement.

CERTIFIED BY:

SIGNATURE

NAME & TITLE

**CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT,
SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The Primary Participant (applicant for an FTA grant or cooperative agreement, or potential contractor for a third-party contract), _____ certifies to the best of its knowledge and belief that it and its principles:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency.
2. Have not within three years preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to get, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not, within three years preceding this application/proposal, had one or more public transactions (Federal, State, or Local) terminated for default.

(If the primary participant (applicant for and FTA grant, or cooperative agreement, or potential third-party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

THE PRIMARY PARTICIPANT (APPLICANT FOR AN FTA GRANT OR COOPERATIVE AGREEMENT, OR POTENTIAL CONTRACTOR FOR A MAJOR THIRD-PARTY CONTRACT), _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OR THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTION 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature of Authorized Representative: _____ Date: _____

Name/Title: _____

LOBBYING CERTIFICATION

The Proposer or Bidder certifies, to the best of its knowledge and belief, that:

- 1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a federal department or agency, a member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a member of the U.S. Congress in connection with the awarding of any federal Contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification thereof.
- 2) If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal Contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction, as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). *
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

THE PROPOSER OR BIDDER, _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND DISCLOSURE, IF ANY. IN ADDITION, THE PROPOSER OR BIDDER UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 USC §§ 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND DISCLOSURE, IF ANY.

Signature of Authorized Representative: _____ Date: _____

Name/Title: _____

Name of Organization/Business: _____

NON-COLLUSION AFFIDAVIT

This affidavit is to be filled out and executed by the Proposer; if a corporation makes the bid, then by its properly executed agent. The name of the individual swearing to the affidavit should appear on the line marked "Name of Affiant." The affiant's capacity, when a partner or officer of a corporation, should be inserted on the line marked "Capacity." The representative of the Proposer should sign their individual name at the end, not a partnership or corporation name, and swear to this affidavit before a notary public, who must attach their seal.

State of _____, County of _____

I, _____, being first duly sworn, do hereby state that.
(Name of Affiant)

I am _____ of _____
(Capacity) (Name of Firm, Partnership or Corporation)

Whose business is _____

And who resides at _____

and that _____
(Give names of all persons, firms, or corporations interested in the bid)

Is/are the only person(s) with me in the profits of the herein contained Contract; that the Contract is made without any connection or interest in the profits thereof with any persons making any bid or Proposal for said Work; that the said Contract is on my part, in all respects, fair and without collusion or fraud, and also that no members of the Board of Directors, head of any department or bureau, or employee therein, or any employee of The Agencies, is directly or indirectly interested therein.

Signature of Affiant

<p>Sworn to before me this day of __, 20_____.</p> <p>_____ Notary Public, My commission expires.</p>	<p>Sea 1</p>
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DISADVANTAGED BUSINESS ENTERPRISE

_____ Hereby certifies that all reasonable efforts have been made to secure the maximum participation of disadvantaged business enterprises (DBEs) in this contract. *

BY: _____
Authorized Official

Title

Please include on a separate sheet the names and addresses of all DBEs contacted, or that will participate in the contract, the scope of work, and the dollar amount for each participating DBE. Also, describe all efforts that have been made to secure maximum DBE participation.

*All participating DBEs must complete the DBE affidavit, attached.

AFFIDAVIT OF DISADVANTAGED BUSINESS ENTERPRISE

- ☐ I hereby declare and affirm that I am a qualifying DBE as described in 49 CFR part 26 and that I will provide information to document this fact.
- ☐ I hereby declare and affirm that I am NOT a qualifying DBE.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE FOREGOING STATEMENTS ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF THE ABOVE FIRM, TO MAKE THIS AFFIDAVIT.

By: _____

Title: _____

Date: _____

BIDDER INFORMATION FORM

To the Agencies:

Pursuant to and in compliance with this Request for Proposals (RFP) and related documents, the undersigned Proposer certifies that they have examined and fully understand the requirements of the RFP, including the Scope of Work, proposal instructions, evaluation criteria, and all applicable terms and conditions. The Proposer further certifies that the information contained in its proposal is accurate and complete.

The Proposer agrees, if selected, to perform the services described in the RFP in accordance with the proposed solution, negotiated contract terms, and all applicable laws, regulations, and requirements of the Agencies. The Proposer acknowledges that work under any resulting contract shall commence upon issuance of a Notice to Proceed by the Agencies.

I declare under penalty of perjury under the laws of the State of California that the information provided in this proposal is true and correct and that I am authorized to submit this proposal on behalf of the Proposer.

Executed this _____ day of _____, 2026.

NAME OF BIDDER: _____

CORPORATE OR

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

FAX: _____

DATE: _____

SIGNATURE: _____

PRINTED NAME AND TITLE: _____

Pricing Schedule

The contract shall be awarded to the responsible Proposer whose proposal is determined to represent the best overall value to the Agencies, taking into consideration price, qualifications, product quality, experience, references, support, service, and other evaluation factors. Receipt of any proposal shall not oblige the Agencies to award a contract or to accept the lowest-priced proposal.

Pricing shall be provided by the individual Agency and in total. Proposers may attach additional pricing schedules as necessary.

Microtransit Software

Software Purchase Cost	\$ _____
Data Acquisition/Conversion	\$ _____
Training for Staff	\$ _____
Licensing/Upgrade of Software	\$ _____
Installation/ Customization	\$ _____
Maintenance / Support (<i>annual cost – specify term</i>)	\$ _____
Other Costs (<i>must be itemized and explained in attached schedule</i>)	\$ _____
Total Proposed Price	\$ _____

NAME OF BIDDER: _____

CORPORATE OR
COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

FAX: _____

DATE: _____

SIGNATURE: _____

Attachment B – References

Business Name:	Address:
Contact Person Name:	Phone:
	E-mail:
Types of Supplies/Services Provided and Dates Provided/Contracted:	
Business:	Address:
Contact Person Name:	Phone:
	E-mail:

Types of Supplies/Services Provided and Dates Provided/Contracted:	
Business Name:	Address:
Contact Person Name:	Phone:
	E-mail:
Types of Supplies/Services Provided and Dates Provided/Contracted:	
Business:	Address:
Contact Person Name:	Phone:
	E-mail:

Types of Supplies/Services Provided and Dates Provided/Contracted:	
Business Name:	Address:
Contact Person Name:	Phone:
	E-mail:
Types of Supplies/Services Provided and Dates Provided/Contracted:	
Business:	Address:
Contact Person Name:	Phone:
	E-mail:

Types of Supplies/Services Provided and Dates Provided/Contracted: