

**BERRIEN COUNTY PUBLIC TRANSPORTATION**

**REQUEST FOR PROPOSAL (RFP)**

**BERRIEN COUNTY BID # 2024-073**

Request for Proposal Issued: Friday, April 19, 2014

Facility Open for Review: April 25, 2014, 1-2:30 PM

Deadline for Questions/Clarifications: Monday, April 29, 2014, 3:00 p.m. local time

BCPT Response to Questions/Clarifications: Friday, May 3, 2014

Due Date for Proposals: Tuesday, May 14, 2014, 3:00 p.m. local time

Proposal Opening: Wednesday, May 15, 2014, 9:00 a.m. local time

Requested by:

Berrien County Community Development Department

Berrien County Administration Center

701 Main Street

St. Joseph, MI 49085

**FACILITY SECURITY CAMERA SYSTEM**

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# Berrien County Public Transportation Request for Proposals for a Facility Security Camera System

## I. INTRODUCTION

BCPT is soliciting competitive proposals from qualified firms to equip their bus facility with a comprehensive digital security camera system. BCPT is seeking a solution as described herein, not a proposal/quotation meeting firm specifications. As a result, the lowest price proposal does not guarantee an award recommendation. It is the responsibility of each Proposer to identify the system they are proposing that will provide coverage of the identified areas. Competitive sealed proposals will be evaluated based upon criteria determined to be the most critical factors, and price may not be determinative in the issuance of a contract or award. The proposal evaluation criteria should be viewed as standards, which measure how well a proposer's approach meets the desired requirements. All proposals must be received at the Berrien County Purchasing Department no later than **3:00 p.m. local time on Tuesday, May 14, 2024.**

This project will be funded primarily through grants from the Federal Transit Administration (FTA) and Michigan Department of Transportation (MDOT). As such, any contract entered into is subject to the provisions of applicable laws governing those grants. The successful proposer and all subcontractors shall be required to comply with all applicable federal, state, and local laws and regulations. Federally required contract clauses are Materials and Supplies Less than \$250,000 and included in Appendix B. The clauses and Certification of Compliance with Federal Contract Clauses (Appendix C) must be signed and included with your submission.

A contract awarded under this RFP will be a firm, fixed price contract with the Berrien County Board of Commissioners.

## II. BACKGROUND

BCPT operates a small bus system that has served Berrien County since 1983. The administrative office is located at 701 Main Street, St. Joseph, MI 49085. The bus operations facility is at 4676 E. Shawnee Road, Berrien Springs, MI 49103. The bus operations facility will be the location of the security cameras project.

In recent years, Berrien County has endeavored to update the technology used in their operation. A dispatching/reporting software program was deployed in October 2008. A bus security camera system will soon be implemented and is intended to contribute to our effort to improve operations through the use of technology, as well as to enhance the safety and security of our service for both customers and staff. A camera system to monitor our facilities and grounds is the next project to be undertaken to improve both safety and security for customers, staff and equipment.

At no time shall BCPT operations be interrupted by work covered under this contract without advance approval from the Transportation Supervisor or designee. It is BCPT's intent to have all work under this contract completed during normal operating days and hours or weekends with minimal disruption to bus service and other aspects of the BCPT operation.

### III. FACILITIES

The facilities consist of a main operations/maintenance building, a bus washing building and an open air bus storage structure (see Attachment 1, Detail 1.A. & Detail 1.B.). The areas to be covered by the security camera system are shaded. The BCPT facility and grounds will be open for a site review and question/answer visitation by all prospective proposers on **April 25, 2024 from 1-2:30 local time.**

### IV. TECHNICAL SPECIFICATIONS/SCOPE OF WORK

#### A. Requirements for the Video Surveillance System Equipment

##### **NVR (Network Video Recorder)**

- Each NVR will support a minimum playback rate of 20 frames per second per camera, and at least 25 days or up to 250 hours recording time (including audio).
- The information recorded by the NVR shall be easily downloaded to a standard PC utilizing Microsoft Windows operating system.
- The NVR (Server) will be configured with hard disk redundancy to protect against disk failures.
- The NVR (Server) hardware must be capable of running Microsoft Windows and the Avigilon Control Center version 7.
- The NVR shall be able to retrieve video by alarm, calendar based date, time and camera search functions.
- The NVR shall be capable of a display resolution of 1080p.

##### **CAMERAS**

- At a minimum the cameras installed shall provide coverage of the shaded areas identified on Attachment 1, Detail 1.A. and Detail 1.B.
- Interior and exterior cameras shall be full color, high definition, and infrared and shall supply an image that is clear, stable, and free from vibration. All cameras shall have 1080p resolution without distortion and have the capability to record in low light.
- Avigilon ACC7 Licenses shall be provided by the vendor for all cameras.

##### **POE SWITCHING**

- Cisco 1000 catalyst switches or equal shall be used.

#### B. Software and Video Playback Requirements

- Captured video shall not require a specialized PC or other proprietary PC equipment to access, download, view, save recorded events. If docking stations are required a minimum of two shall be provided.
- Microsoft®Windows and Avigilon compliant viewing software shall be included.
- Software shall be capable of installation on a minimum of two PC workstations.
- Software updates and support shall be provided free-of-charge for use on Microsoft Windows PC.
- Software must allow for downloaded files to be saved or distributed for use by others without additional software and/or licenses.
- Software shall be able to view and search video from the hard drive by event, time lapse, or date/time and save the videos searches.
- Video manipulation with ability to clip segments and capture still images, and ability to transfer such images and video to industry standard, USB flash memory storage devices, or DVD formats.

### C. Installation Requirements.

- Proposers must coordinate schedules with the Transportation Supervisor.
- All wiring must be concealed and protected in a vandal resistant manner.
- To avoid interference, wiring and interconnecting cables shall be properly shielded where appropriate.
- Protective plastic or rubber grommets must be installed in every hole that provides passage for conduit or wiring to avoid chaffing or cutting of the conduit or wiring.
- Proposer shall provide installation, documentation, maintenance and user training for selected staff.
- Proposer shall submit wiring and cabling diagrams for installed surveillance systems upon installation.
- Proposer shall provide at a minimum a three (3) year standard warranty on all equipment and shall maintain this equipment during the warranty period.
- Proposer shall provide a list of recommended spare and replacement parts, including unit costs.

### V. QUESTIONS AND CLARIFICATIONS

This RFP represents, in writing to all proposers, the most comprehensive and definitive statement that BCPT is able to make at this time as to the requirements, terms, and conditions for this proposal process and performance of contract service. Any information, verbal or written, which is not contained in the RFP, or in subsequent written addenda to the RFP, will not be considered in evaluating proposals.

All questions, comments or discussions relating to clarifications of or modifications to the RFP must be in writing via mail or e-mail. No telephone solicitations will be accepted. In the event that clarifications or modifications are necessary to the RFP, a written addendum shall be prepared and sent to all parties known to have received a copy of the RFP and will also be posted on [www.MyWayThere.org](http://www.MyWayThere.org). In addition, any further instructions to proposers, whether as a result of questions raised by proposers or initiated by BCPT itself, shall be sent to all parties known to have received a copy of the RFP in written addendum form and will also be posted on [www.MyWayThere.org](http://www.MyWayThere.org).

All correspondence, communication, and/or contact in regard to any aspect of this solicitation shall be in writing with the BCPT Coordinator, Dennis Schuh ([dschuh@berriencounty.org](mailto:dschuh@berriencounty.org)), or his designated representative. Proposers and their representatives shall not make any contact or communicate with any other employees or officials of BCPT in regard to this solicitation. Proposers are reminded that any changes to the RFP will be by written addenda only and nothing stated verbally shall change or qualify in any way any of the provisions in the RFP and shall not be binding on BCPT. At any time during this procurement up to **3:00 pm local time on Monday, April 29, 2024** proposers may request, in writing, a clarification or interpretation of any aspect, or a change to any requirement of the RFP or any addenda to the RFP.

### VI. SUBMISSION OF PROPOSALS

Proposals must be received at the address given below by **3:00 pm local time, Tuesday, May 14, 2024** and shall be enclosed in a package or envelope marked "Facility Security Camera Proposal" in addition to the name of the proposer.

Submit proposals to:

Berrien County Administration Center  
Berrien County Purchasing Department / BID # 2024-073

Attn: Jake Litaker  
701 Main Street  
St. Joseph, MI 49085

Proposers shall submit an original hardcopy (marked as such), and one (1) electronic version in Adobe Acrobat PDF format on a USB flash drive. The cost to prepare, develop and submit proposals and offers shall be at the full expense of the proposer.

## VII. PROPOSAL FORMAT

Proposals shall be typed and submitted on 8 ½" x 11" size white paper, using a simple method of fastening. Proposals should not include any elaborate or promotional material, except as identified below. To provide for comparability between proposals, all proposals must be submitted in the following format:

- A. Letter of Transmittal
- B. Executive Summary
- C. Proposer Qualifications
- D. Proposed Equipment
- E. Implementation Plan
- F. Documentation and Service Support
- G. References
- H. Price Proposal
- I. Brochures and Promotional Material (optional)

## VIII. PROPOSAL CONTENT

To ensure that BCPT receives comparable and comprehensive proposals and offers, proposers are directed to address the following topics in the format mandated in Section VII, Proposal Format. Proposers not addressing these topics or not using the prescribed format may be judged as non-responsive.

Proposals and offers should be substantive but brief and concise. Proposers wishing to take exception to specific requirements shall do so in accordance with the requirements of Section V of the RFP (Questions and Clarifications).

### A. Letter of Transmittal

At a minimum the letter of transmittal shall contain the following:

- The identification of the offering proposer, including the name, address, telephone number, and e-mail address of the prime contact person during the RFP process;
- A statement expressing interest in performing the requested services;
- A statement that the scope of work has been read and is understood;
- An acknowledgement of receipt of RFP addenda, if any;
- The proposed working relationship among the offering proposer (prime/subcontractor), if applicable;
- A statement to the effect that the proposal pricing will remain valid for a period of not less than 120 days from the date of submission;

- A statement to the effect that the security camera system is a complete system without the need for add-ons; and
- The signature of a person authorized to bind the offering proposer to the terms of the proposal.

#### B. Executive Summary

At a minimum, the Executive Summary shall contain a statement of the proposer's understanding of the project and an overview of the proposer's proposal.

#### C. Proposer Qualifications

This section of the proposer's proposal shall focus on the qualifications of the proposer identifying it as the prime contractor and must at a minimum address the following:

- The number of years the proposer has provided camera installation and service;
- The proposer's corporate headquarters and branch offices;
- The addresses of the proposer's repair facilities;
- The proposer shall be capable of providing customer service and technical support Monday – Friday, 8 a.m. – 5 p.m. local time; and

#### D. Proposed Equipment

Appropriate product information that fully describes the features and capabilities of the proposed products is to be provided as part of the proposer's proposal. At a minimum, the equipment shall meet the technical specifications described in this RFP. The proposer's proposal shall describe how the proposed products will meet or exceed the technical specifications described in this RFP if they are different than the products listed. All products must be new and not used or refurbished.

#### E. Implementation Plan

In this section, proposers are to provide a list of major project tasks, a brief description of each task, and schedule showing the number of days from contract execution by which each task will be completed.

The project implementation plan must address following issues:

- The delivery, inspection, installation, testing, and acceptance of all equipment. The proposer is fully responsible for the safety, security, and proper storage of all equipment prior to installation.
- The responsibilities of the parties involved in the project, including BCPT.
- How many proposer staff will be on-site and for how many days during each phase of the implementation plan.
- The major variables that may affect completion of major tasks or key objectives.
- Methods planned to ensure no disruption of Berrien Bus operations.

#### F. Documentation and Service Support

It is BCPT's intent that the successful proposer shall provide BCPT with all necessary documentation that fully describes the functions, features, warranties and service support related to the camera equipment and software. Such documentation shall enable BCPT to effectively and efficiently use and maintain the equipment. All



documentation shall be written in English. Proposals shall describe such documentation and service/support provided by the proposer.

#### G. References

In this section of their proposal, proposers are to provide at least three (3) references of organizations that are using systems comparable to what is being proposed for BCPT. Such organizations shall be available for a site visit by BCPT staff and/or for telephone contact. At a minimum, the listed references shall describe the type of business, the implementation date, and the name of the business contact, as well as his/her telephone number, e-mail, and title. BCPT may contact the referenced sites for a detailed or general opinion of the proposer's performance and satisfaction level with proposer's product and performance.

#### H. Price Proposal

In this section of their proposal, proposers are to provide a project price proposal.

**Itemized Costs:** A complete list of itemized costs related to the project/solution is required. Itemized costs should include the sum of the initial purchase of equipment, installation, training and any other miscellaneous fees.

**Ongoing Costs:** Following installation the subsequent three years of monthly/yearly fees that can be expected to maintain the system as proposed.

Information requested in this section is required in order to evaluate the reasonableness and quality of the proposal and will be used for evaluation purposes within the transit agency only.

A price analysis or cost analysis may be required from the selected vendor prior to MDOT approval of the award. This information will be required upon submitting the selected vendor's proposal to MDOT for award approval.

The proposer also agrees that:

- All costs required to design, provide, install, and maintain a complete camera system in accordance with this RFP are included in their price proposal; and
- The design will be a fully functional system without needs for additional add-ons.

#### I. Brochures and Promotional Material

In this optional section of their proposal, proposers may provide BCPT with a minimal amount of brochures or promotional materials related to the proposed camera system.

#### IX. ADDENDUM

Any change in the conditions or terms of this RFP will be accomplished by an addendum in writing sent via postal or e-mail to all prospective proposers known to have received this RFP and will be posted on [www.MyWayThere.org](http://www.MyWayThere.org). All such addenda shall become a part of the contract.

**X. RIGHTS OF REJECTION**

BCPT reserves the right to accept or reject any and all proposals for sound, documentable business reasons, and to waive any informalities and irregularities in proposals received as part of this RFP, or to negotiate with any source whatsoever in any manner necessary to serve the best interest of BCPT and to award to other than the lowest price proposal. The contract will be awarded to the responsive and responsible Proposer whose proposal, conforming to this solicitation will be most advantageous to BCPT. The selection of the Proposer will be made by Berrien County Board of Commissioners consistent with oversight guidance of BCPT and the Michigan Department of Transportation, and be based on price and criteria outlined in Section XIII.

**XI. RESPONSIBLE AND RESPONSIVE PROPOSERS**

BCPT’S Transportation Coordinator shall determine if each proposer is responsible. BCPT shall award contracts only to responsible proposers who possess the potential to perform successfully under the terms and conditions of the RFP. Consideration shall be given to such matters as proposer integrity, record of past performance, and accessibility to financial and technical resources. The proposer shall affirmatively demonstrate its responsibility and, when necessary, the responsibility of any proposed subcontractors. If information obtained by BCPT clearly indicates that the proposer is not responsible and BCPT has doubts about the productive capacity or financial strength of a proposer which cannot be resolved affirmatively, a determination that the proposer is not responsible shall be rendered. The responsiveness of each proposal shall be determined by its conformance to the scope of work and requirements of this RFP.

**XII. BASIS OF EVALUATION AND CONTRACT AWARD**

Proposals shall be evaluated by a Review Committee consisting of the Community Development Department Director, BCPT Transportation Coordinator, the BCPT Supervisor and the Berrien County IS-Infrastructure Security Manager. The Review Committee may be assisted by other technical personnel as deemed appropriate. Representatives from the firms in a competitive range may be invited to interview in person or by video with the Review Committee/and or BCPT and demonstrate their product before final selection is made. Original evaluation scores may be modified based on the interviews. BCPT assumes no liability for any costs incurred by any individuals or firms responding to this RFP or participating in any interviews. The evaluation criteria are listed below in order of importance. The criteria are as follows:

BCPT reserves the right to accept or reject any and all proposals for sound, documentable business reasons, and to waive any minor informalities and irregularities in proposals received as part of this RFP, to award to other than the lowest price proposal, and to the proposal offering the Best Value to the CCTA. The contract will be awarded to the responsible and responsive proposer with the highest scored proposal.

The evaluation criteria are listed below in order of importance. The criteria are as follows:

EVALUATION FACTORS	Maximum Points	Quality Level	Score
1. <b><u>Capability and Qualifications</u></b> The ability of a prospective proposer will be evaluated under the terms of the RFP relative to having staff with	40	X _____	= _____

the qualifications needed to successfully complete the project. The proposer's project staff that work on the project must be the same staff that are identified in the proposal.

Qualifications of the personnel assigned to the project will be measured by experience with particular reference to experience on projects similar to that described in the scope of work. Evaluation will be based on samples of work and explanations of similar services offered to clients.

- 2. **Method of Approach** 30 X \_\_\_\_\_ = \_\_\_\_\_  
This refers to the technical soundness of the proposer's stated approach to the project, the comprehensiveness of the proposed approach, and the techniques and equipment to be used to achieve the scope of work. Features and capabilities of the proposed products to meet technical specifications described in this RFP should be explained.
  
- 3. **Price** 20 X \_\_\_\_\_ = \_\_\_\_\_  
Purchase price will be evaluated using a formula. The formula is : lowest price/price being evaluated x points available = points awarded.
  
- 4. **Ongoing Annual Costs** 10 X \_\_\_\_\_ = \_\_\_\_\_  
A determination will be made from the proposal as to whether the agency is able to afford and maintain any ongoing costs including annual software license fees and other service fees that are required in order to maintain and support the complete system as proposed, as well as any monthly or yearly fee schedule that is required of the agency. Evaluation will be based on the sum of the first three years of fees. Prices for ongoing annual costs will be evaluated using a formula. The formula is:  
lowest price/price being evaluated x points available = points awarded.

Documentation of the above qualification must be submitted with the proposal as outlined in Part III of this RFP.

## TOTAL POINTS

### Quality Levels

Excellent	1.0	Meets all requirements; reflects significant enhancements or strengths as compared to minimum levels of acceptability; no offsetting weakness.
Very Good	0.8	Meets all requirements; reflects some enhancements or strengths; few if any offsetting weakness.
Good	0.6	Meets all requirements; strengths and weakness, if any, tend to offset one another equally.
Fair	0.4	May contain significant weakness only partially offset by less pronounced strengths; should meet all minimum requirements but some areas of doubt may exist.
Poor	0.2	Serious doubt exists about ability to meet minimum needs but may be sufficient; significant weakness without offsetting strengths.
Deficient	0.0	Will not meet minimum needs.

### XIII. NOTICE TO PROCEED

The selected proposer will contract directly with the County. The awarded contract and Berrien County's Purchase Order will serve as the proposer's Notice to Proceed.

### XIV. TERMS OF PAYMENT

The selected proposer will complete the project AND submit an invoice to Berrien County in order to guarantee payment. All invoices shall be **itemized**. Berrien County will pay for this project on a lump sum basis when the project is complete. No payment will be submitted to the State of Michigan for reimbursement until the County verifies that the project meets the bid specifications. Upon acceptance the County will submit a request to the State of Michigan which may take up to forty-five (45) days to be processed. No payment will be made by the County until the reimbursement check is received by the County.

### XV. CONTRACTOR INSURANCE

The selected proposer will be required to demonstrate the insurances described in this section prior to commencing work.

#### A. Compensation Insurance

The selected proposer shall take out and maintain during the life of the contract Worker's Compensation Insurance for all employees employed at the site of the project and in case any work is sublet the contract shall require the sub-contractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees who engage are covered by protection afforded by the contractor. In case any class of employees who engage in hazardous work under this contract at the site of the project is not protected under

worker's compensation statute, the selected proposer shall provide and shall cause each sub-contractor to provide adequate insurance coverage for the protection of its employees not otherwise protected.

#### B. Public Liability and Property Damage Insurance

The selected proposer shall take out and maintain during the life of this contract such Public Liability and Property Damage Insurance\* as shall protect him/her and any sub-contractor performing work covered by this contract from claims for damages for personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract whether such operations be by him/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them and the amount of such insurance shall be as follows:

- Public Liability Insurance in an amount not less than one million dollars (\$1,000,000.00) for each occurrence for injuries, including accidental death to any person.
- Property Damage Insurance in an amount of not less than one hundred thousand dollars (\$100,000.00) for each occurrence.

The selected proposer will be required to furnish BCPT with satisfactory proof of coverage of the insurance required with BCPT named as an additional insured on the policy.

\*Construed as including Contractor's Contingent or Protective Insurance if necessary to protect the contractor from damage claims arising from the operations under this contract.

#### XVI. TAXES

BCPT is exempt from payment of Federal, State, and local taxes. As such, taxes shall not be included in proposal prices. BCPT will not be responsible for any taxes levied on the respondent as a result of the contract resulting from this RFP.

#### XVII. ASSIGNMENT OF CONTRACT

Any contract resulting from this RFP may not be assigned in whole or in part without the written consent of BCPT.

#### XVIII. APPLICABLE LAW AND VENUE

The work performed by the successful proposer in response to this RFP shall be in compliance with all applicable Federal, State and local laws and their respective rules and regulations. This compliance shall be at the successful proposer's expense.

Venue for any legal action arising out of this contract and between the parties hereto shall be exclusively in Berrien County, Michigan.

Any contract arising from this RFP shall be governed by and construed in accordance with the laws of the State of Michigan.

#### XIX. PROTESTS

All protests pertaining to the proposal award shall be addressed in writing to BCPT within five (5) days following the deadline for proposal submittals. BCPT will respond within ten (10) days of receiving the protest. BCPT is the final arbitrator on any dispute pertaining to proposals, proposal forms, and proposal awards. This “disputes” clause does not preclude consideration of questions of law in connection with decisions provided for above; provided that nothing in this Contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law. Protests shall contain:

- a. The name and address of the protestor.
- b. Identification of the project
- c. A statement of the grounds for the protest and any supporting documentation. The grounds for protest shall be fully supported to the extent feasible. Additional materials in support of an initial protest may be permitted only at the sole discretion of BCPT.
- d. The relief desired of BCPT.

#### XX. DISPUTES:

The parties shall attempt to resolve any dispute arising out of or relating to this contract through negotiations between senior executives of the parties, who have authority to settle the same.

If the matter is not resolved by negotiation within 30 days of receipt of a written “invitation to negotiate”, the parties will attempt to resolve the dispute in good faith through an agreed Alternative Dispute Resolution (ADR) procedure.

#### XXI EXAMINATION OF RECORDS

The vendor who is awarded a contract arising from the RFP agrees that the auditor of BCPT or an authorized representative from the State of Michigan shall have access to, and the right to examine, audit, excerpt, and transcribe any directly pertinent books, documents, papers, and records of the vendor relating to orders, invoices, or payments of this contract. All records relating to the awarded contract shall be retained for three (3) years after the date of final payment or completion of any required audit.

Compliance with this clause does not relieve a vendor from retaining any records required by other laws or regulations of federal, state, or local government units.

#### XXII. EXCUSABLE DELAY:

The vendor shall be excused from performance under any contract resulting from this RFP for any period that they are prevented from performing any services as a result of an act of God, war, civil disturbance, epidemic, court order, government act or omission, or other cause beyond their control.

#### XXIII. PROJECT SCHEDULE

The anticipated schedule for completion of this project follows. All proposers by virtue of submitting a proposal agree to meet the project schedule.

Issue Requests for Proposals  
Facility Open for Review

Friday, April 19, 2024  
Thursday, April 25, 2024

Questions/Requests for clarification due	Monday, April 29, 2024
Response to Questions/Clarifications	Friday, May 3, 2014
Proposals due	Tuesday, May 14, 2024, 3:00 p.m. local time
Proposals opened	Wednesday, May 15, 2024, 9:00 a.m. local time
Contract award	Thursday, May 30, 2024 (tentative date)
Project Completion	Friday, July 12, 2024 (based on availability of equipment)

## **APPENDIX A: PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS**

In connection with the performance of work under this contract; the Contractor agrees as follows:

1. In accordance with Act No. 453, Public Acts of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220, of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all sub-contracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.
7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission



and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.

8. In the event that the Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Civil Rights Commission may, as part of its order based upon such findings, certify said findings to the Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every sub-contract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission; all sub-contracts and purchase orders will also state that said provisions will be binding upon each sub-contractor or supplier..

Revised June 2011

## MATERIALS AND SUPPLIES LESS THAN \$250,000

Buy America applies to procurements of more than \$150,000

### ACCESS TO RECORDS AND REPORTS

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

### AMERICANS WITH DISABILITIES ACT (ADA)

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

### BUY AMERICA REQUIREMENTS

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

Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 11758, div. G, tit. IX, §§ 70911 - 70927 (2021), as implemented by the U.S. Office of Management and Budget, the U.S. Department of Transportation, and FTA. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

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

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

### RESTRICTIONS ON LOBBYING

Conditions on use of funds.

- a) No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b) Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification, that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.
- c) Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.
- d) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, whether that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.
- e) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form if that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.

**Certification and disclosure.**

- a) Each person shall file a certification, and a disclosure form, if required, with each submission that initiates agency consideration of such person for:
  - 1. Award of a Federal contract, grant, or cooperative agreement exceeding \$100,000; or
  - 2. An award of a federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000.
- b) Each person shall file a certification, and a disclosure form, if required, upon receipt by such person of:
  - 1. A Federal contract, grant, or cooperative agreement exceeding \$100,000; or
  - 2. A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000.

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

- c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraphs (a) or (b) of this section. An event that materially affects the accuracy of the information reported includes:
  - 1. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
  - 2. A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
  - 3. A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.
- d) Any person who requests or receives from a person referred to in paragraphs (a) or (b) of this section:
  - 1. A subcontract exceeding \$100,000 at any tier under a Federal contract;
  - 2. A subgrant, contract, or subcontract exceeding \$100,000 at any tier under a Federal grant;
  - 3. A contract or subcontract exceeding \$100,000 at any tier under a federal loan exceeding \$150,000; or,
  - 4. A contract or subcontract exceeding \$100,000 at any tier under a federal cooperative agreement. Shall file a certification, and a disclosure form, if required, to the next tier above.
- e) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (a) or (b) of this section. That person shall forward all disclosure forms to the agency.
- f) Any certification or disclosure form filed under paragraph (e) of this section shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31, U.S. Code.
- g) For awards and commitments in process prior to December 23, 1989, but not made before that date, certifications shall be required at award or commitment, covering activities occurring between December 23, 1989, and the date of award or commitment. However, for awards and commitments in process prior to the December 23, 1989, effective date of these provisions, but not made before December 23, 1989, disclosure forms shall not be required at time of award or commitment but shall be filed within 30 days.
- h) No reporting is required for an activity paid for with appropriated funds if that activity is allowable under either subpart (b) or (c).

**CARGO PREFERENCE REQUIREMENTS**

The contractor agrees:

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

**CIVIL RIGHTS LAWS AND REGULATIONS**

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

1. **Federal Equal Employment Opportunity (EEO) Requirements.** These include, but are not limited to:
  - a) Nondiscrimination in Federal Public Transportation Programs, 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.
  - b) Prohibition against Employment Discrimination, Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity", September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

2. **Nondiscrimination on the Basis of Sex.** Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex In Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR part 25 prohibit discrimination on the basis of sex.
3. **Nondiscrimination on the Basis of Age.** The "Age Discrimination Act of 1975", as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age In Programs or Activities Receiving Federal Financial Assistance", 45 CFR part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR part 1625, also prohibit employment discrimination against individuals aged 40 and over on the basis of age.
4. **Federal Protections for Individuals with Disabilities.** The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third-party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

#### Civil Rights and Equal Opportunity

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

1. **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor", 41 CFR chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment", September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act", 29 CFR part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age In Programs or Activities Receiving Federal Financial Assistance", 45 CFR part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
4. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1988, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
5. **Promoting Free Speech and Religious Liberty.** The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

#### CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

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

#### DEBARMENT AND SUSPENSION

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment", 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)", 2 CFR part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award[9]

- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

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

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 CFR part 180, subpart C, as supplemented by 2 CFR 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.

## DISADVANTAGED BUSINESS ENTERPRISE (DBE)

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

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

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

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

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

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

## ENERGY CONSERVATION

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

## EQUAL EMPLOYMENT OPPORTUNITY

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

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

6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## NOTICE TO THIRD-PARTY PARTICIPANTS

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

Applicable changes to those federal requirements will apply to each Third-party Agreement and parties thereto at any time.

## FLY AMERICA

- a) Definitions. As used in this clause -
  - 1) "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.
  - 2) "United States" means the 50 States, the District of Columbia, and outlying areas.
  - 3) "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.
- b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencies, and others use U.S.-flag air carriers for U.S. Government financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.
- c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.
- d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:  
Statement of Unavailability of U.S.-Flag Air Carriers  
 International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403 [State reasons].
- e) Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

## FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

1. The contractor certifies that it:
  - a) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
  - b) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

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

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

## INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms shall be deemed to control in the event of

a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

## NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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

## NOTIFICATION TO FTA

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

1. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
2. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.
3. The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third-party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

## SOLID WASTES

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

## PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

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

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

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

## PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

- a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
1. Procure or obtain;
  2. Extend or renew a contract to procure or obtain; or
  3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
    - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
    - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
    - iii. Telecommunications or video surveillance equipment or services procured or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- c) See Public Law 115-232, section 889 for additional information.
- d) See also § 200.471.

## PROMPT PAYMENT

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

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

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

## SAFE OPERATION OF MOTOR VEHICLES

### Seat Belt Use

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

### Distracted Driving

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

## SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

Applies to States -

- a) To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:
1. The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;
  2. The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and
  3. The amount of federal assistance FTA has provided for a State Program or Project.
- b) Documents - The State agrees to provide the information required under this provision in the following documents: (1) applications for federal assistance, (2) requests for proposals or solicitations, (3) forms, (4) notifications, (5) press releases, and (6) other publications.



## SEVERABILITY

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

## TERMINATION

### Termination for Convenience (General Provision)

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

### Termination for Default (Breach or Cause) (General Provision)

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

### Opportunity to Cure (General Provision)

The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

### Waiver of Remedies for any Breach

In the event that Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Agency shall not limit Agency's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

### Termination for Convenience (Professional or Transit Service Contracts)

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

### Termination for Default (Supplies and Service)

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

### Termination for Default (Transportation Services)

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

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

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

### Termination for Default (Construction)

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

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

Termination for Convenience or Default (Architect and Engineering)

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

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

Termination for Convenience or Default (Cost-Type Contracts)

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

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

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

**TRAFFICKING IN PERSONS**

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

- a) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;
- b) Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or
- c) Use forced labor in the performance of the Recipient's Award or subagreements thereunder.

**Federal Certifications**

**CERTIFICATION AND RESTRICTIONS ON LOBBYING**

I, \_\_\_\_\_ hereby certify \_\_\_\_\_  
(Name and Title of official)

On behalf of \_\_\_\_\_ that:  
(Name of Bidder/Company Name)

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

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

NAME OF BIDDER/COMPANY NAME	
TYPE OR PRINT NAME	
SIGNATURE OF AUTHORIZED REPRESENTATIVE	DATE

**GOVERNMENT-WIDE DEBARMENT AND SUSPENSION  
(NONPROCUREMENT)**

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

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

1. It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,
2. To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
  - a) Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
    1. Debarred,
    2. Suspended,
    3. Proposed for debarment,
    4. Declared ineligible,
    5. Voluntarily excluded, or
    6. Disqualified,
  - b) Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
    1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
    2. Violation of any Federal or State antitrust statute, or,
    3. Commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making any false statement, or receiving stolen property,
  - c) It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,
  - d) It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
3. If, at a later time, it receives any information that contradicts the statements of subsections 2.a - 2.d above, it will promptly provide that information to FTA,
  - a) It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
    1. Equals or exceeds \$25,000,
    2. Is for audit services, or,
    3. Requires the consent of a federal official, and
  - b) It will require that each covered lower tier contractor and subcontractor:
    1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
    2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
      - a. Debarred from participation in its federally funded Project,
      - b. Suspended from participation in its federally funded Project,
      - c. Proposed for debarment from participation in its federally funded Project,
      - d. Declared ineligible to participate in its federally funded Project,
      - e. Voluntarily excluded from participation in its federally funded Project, or
      - f. Disqualified from participation in its federally funded Project, and
4. It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

**CERTIFICATION**

CONTRACTOR	
2	
SIGNATURE OF AUTHORIZED OFFICIAL	DATE
	03/09/2024
NAME AND TITLE OF CONTRACTOR'S AUTHORIZED OFFICIAL	

**BUY AMERICA CERTIFICATION  
STEEL OR MANUFACTURED PRODUCTS**

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

**Certificate of Compliance with Buy America Requirements**

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

COMPANY		
NAME	TITLE	
SIGNATURE		DATE

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

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

COMPANY		
NAME	TITLE	
SIGNATURE		DATE

## CERTIFICATION OF COMPLIANCE WITH FEDERAL CONTRACT CLAUSES

As required by Federal Transit Administration Circular FTA C 4220.1F Third-Party Contracting Guidance, Revision 4, March 18, 2013, and all subsequent editions, as available on FTA's website, [www.fta.dot.gov](http://www.fta.dot.gov).

To be used for all procurements over \$10,000 if the federal contract clauses are not included in a third-party contract. Not required for Requests for Quotes (a.k.a. small purchases) for items purchased off-the-shelf.\* Third-party contracts are required for procurements of \$100,000 or more.

\_\_\_\_\_ acknowledges receipt of the attached contract clauses and  
*(Vendor Name)*

certifies compliance with all federal requirements for Facility security camera system  
*(Product Description)*

being purchased by Berrien County under project authorization  
*(Transit Agency)*

\_\_\_\_\_  
*(Authorization Number)*

VENDOR REPRESENTATIVE	TITLE
SIGNATURE <i>(Vendor representative)</i>	DATE

\* "Off-the-shelf item" means an item produced and placed in stock by a contractor, or stocked by a distributor, before receiving orders or contracts for its sale, Federal Acquisition Regulation (FAR) 46.1-1, Issued March 2005. Payment request letters should say when items are procured off-the-shelf. Suggested language is "These tires are off-the-shelf items purchased from Company A Tire who had the tires in stock." or "These tires are off-the-shelf items purchased from Company A Tire, who obtained them from Company B Wholesaling, who had the tires in stock."

Shawnee Rd.

Attachment 1

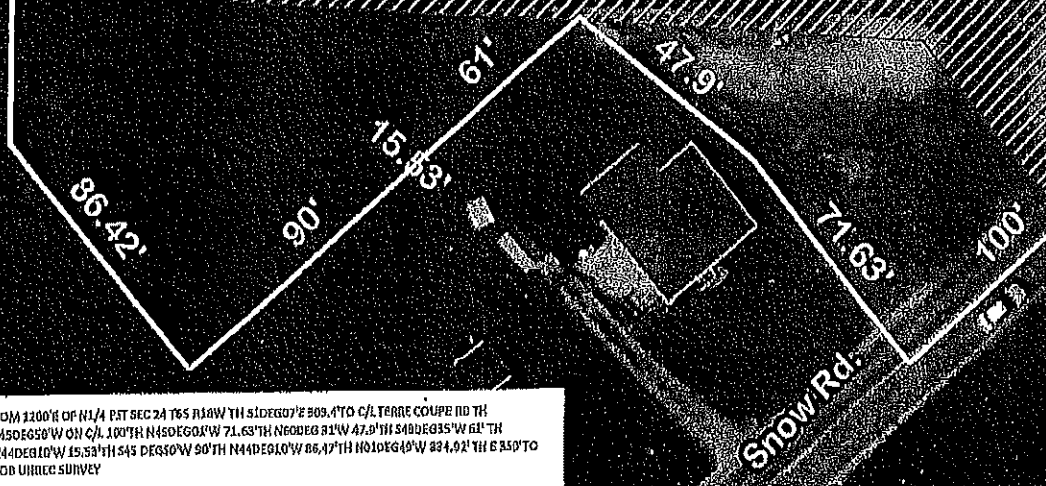
350'

334.92'

Bus Washing  
Bldg.  
+- 50'x40'  
Detail 1A.

Open air bus storage  
Bldg.  
+- 45' x 95'  
Detail 1A.

Operations/Maintenance  
Bldg.  
+- 80' x 190'  
Detail 1A.



COM 1200' E OF N1/4 PT SEC 24 T6S R14W TH S1 DEG 07' E 209.470 C/L TERRE COUPE ND TH  
 S45 DE 50' W ON C/L 100' TH N45 DE 03' W 71.63' TH N60 DE 03' W 47.9' TH S40 DE 35' W 61' TH  
 N44 DE 10' W 15.53' TH S45 DE 03' W 90' TH N44 DE 10' W 86.47' TH N01 DE 45' W 224.92' TH E 350' TO  
 POD THREE SURVEY

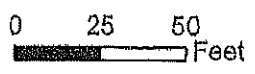


County of Berrien  
 All Rights Reserved - 1997.  
 Parcel Lines are Generalized.

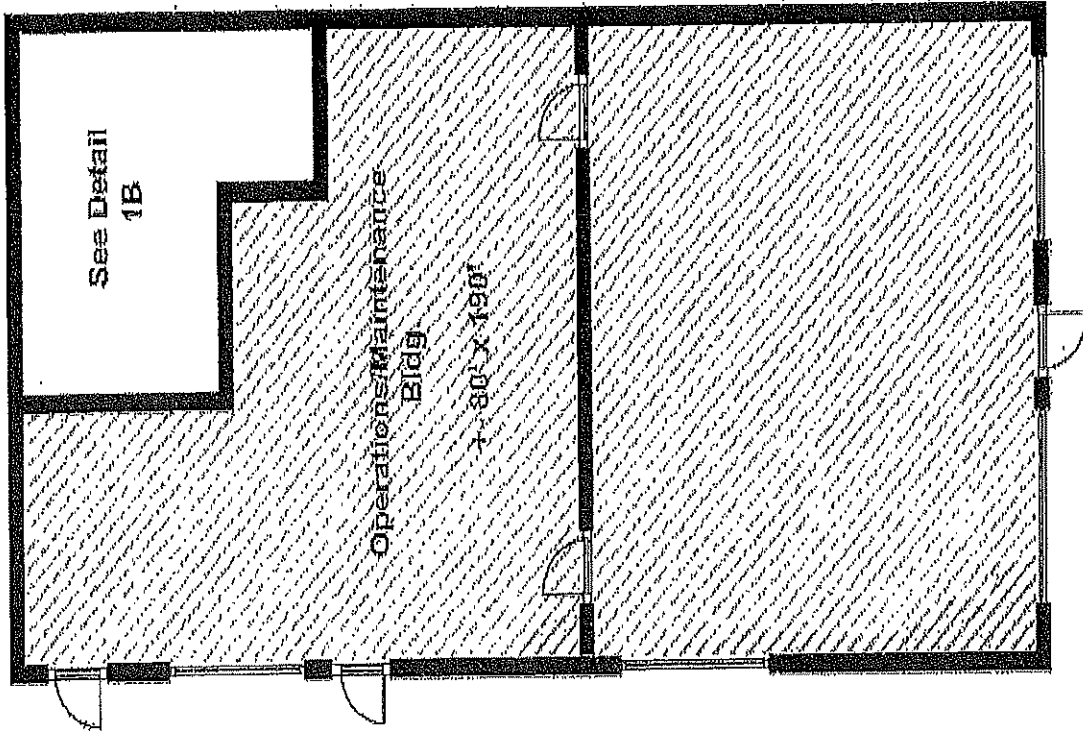
**Berrien County Bus Garage**  
 Shawnee Rd., Berrien Springs, MI.



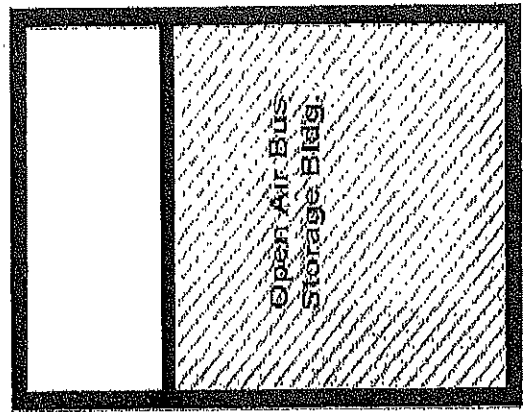
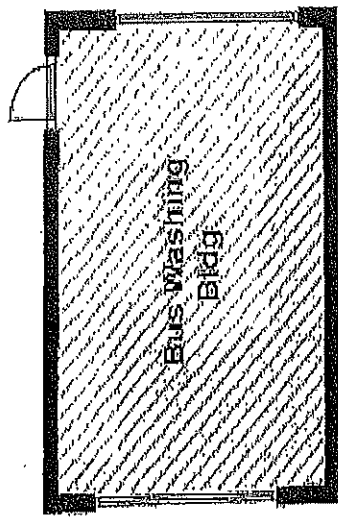
SCALE: 1" = 80'  
 DATE OF PHOTOGRAPHY: APRIL, 2017



Detail 1A



(Not to Scale)





**Detail 1B**

