

CONNECTING COMMUNITY



Concord Kannapolis Area Transit

## **Request for Proposals**

(RFP# 2690)

# **Electronic Fare Collection System for Concord Kannapolis Area Transit**

RFP Issue Date: **Friday August 22nd, 2025**  
Proposal Submission Deadline: **Friday September 12<sup>th</sup>, 2025**



Concord Kannapolis Area Transit

45 Transit Court Northwest  
Concord, NC 28025  
www.ckrider.com  
704.920.7433

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# Request for Proposals

## Electronic Fare Collection System

### I. Issue Date

Friday August 22<sup>nd</sup>, 2025

### II. Proposal Submission Deadline

**Proposals must be received no later than 5:00 PM EST on Friday September 12<sup>th</sup>, 2025.** Any submission received after the date and time specified will not be considered. Please submit five hard copies and one electronic copy (via USB drive) to:

- Rider Transit Center  
ATTN: Craig Meeks, RFP# 2690  
45 Transit Court, NW  
Concord, NC 28025

### III. Agency Overview and Purpose of Project

The City of Concord, specifically Concord Kannapolis Area Transit (known locally as Rider Transit), is requesting proposals from qualified companies to provide an account-based electronic fare collection system. Rider Transit has a fleet of eleven 35-foot buses on eight fixed routes as well eight transit vans (6 ADA paratransit and 2 supervisors) in a 63 square mile service area. In fiscal year 2025, Rider Transit's fixed route system provided a total of 401,325 unlinked passenger trips. Currently, passengers may use cash, paper tokens, smartcards, and/or mobile app to pay bus fares. Each bus is equipped with Diamond fareboxes and smartcard validators. Annual fare revenues are comprised of the following:

- Cash: \$1.25 per ride (\$0.60 reduced)
- 1-day pass: \$4.00 (\$2.00 reduced)
- 10-ride pass: \$10.00 (\$5.00 reduced)
- 7-day pass: \$12.00 (\$6.00 reduced)
- 31-day pass: \$40.00 (\$20.00 reduced)
- Transfer pass: free

This project is being implemented to provide customers of Rider Transit a convenient option for fare payment that will ultimately allow for greater flexibility mobility throughout the service



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area and region. Additionally, this project will allow Rider Transit staff to more efficiently provide and track bus fare payment and collection data.

#### IV. Scope of Work

Once selected, the contractor will be expected to provide the following service, at a minimum:

- Electronic validation of all fare payments using fare media validators installed on Rider Transit vehicles and at the Rider Transit Center
- Point of Sale system for Customer Service office that supports all payment options.
- Options for the purchase of fare products online and at physical locations
- Use of contactless smart cards to pay/validate fares
- Use of a mobile app to pay/validate fares
- Real-time monitoring of the status and location of validators
- Real-time recording and reporting of fare product purchases
- Access for Rider Transit staff, passengers, and third-party distributors
- Ability to collect fares with credit cards, Apple and Google pay, etc
- Optional: Standalone payment/ticketing kiosk for the Transit Center

During the term, the contractor will:

- Host and operate an account-based electronic fare collection system, and enable Rider Transit personnel, passengers and other authorized users to use the system that includes the following capabilities:
  - Transaction processing and passenger account management
  - Database of record function
  - Online tools to support customer service
  - Comprehensive transaction reporting
  - Full ADA accessibility
- Support Rider Transit fare policy
  - Configure a fare policy for initial, revenue service launch of the service
  - Enable changes to the fare policy including, but not limited to, fare and fare product prices, introduction of new passes, transfer fares, and transfer validation rules
- Integrate the system with Rider Transit's CAD/AVL system to enable:
  - Single sign on for bus operators
  - Automated capture of current route and trip information
  - Appending of route and trip information to fare payment transaction records



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- Provide a website for passengers that offers the following features and functions:
  - Account registration
  - Viewing of account balance, status of previously purchased passes and transaction history
  - Ability to establish and maintain auto-reload services
  - Ability to purchase fare products (transit stored value and passes)
  - Ability to purchase new and replacement cards
  - Enables Rider Transit to act as the Merchant of Record for electronic payments for online purchases of fare products processed by a merchant acquirer
- Enable Rider Transit personnel to establish a card and fare product distribution network including:
  - Rider Transit Customer Service ticket window
  - Third-party operated locations (e.g. local employers, community service organizations, retailers)
  - Website
  - Mobile Application
- Enable passengers to use various forms of fare media to initiate fare payments at validators including, but not limited to contactless smart cards and passenger-owned mobile devices
- Provide validators and:
  - All instructions, materials and tools required to install the validators on Rider Transit vehicles
  - Specifications for the cellular modem, antenna, cabling and other accessories required to provide communications to the validator
  - Real-time monitoring
  - Maintenance and repair for the duration of the service agreement
- Provide additional non-smart phone fare media options for passenger use including but not limited to:
  - Contactless smart cards that are used as tokens of an associated passenger account, printed and encoded
  - Limited use tickets configurable as any type of trip-based pass
- Provide a mobile application that:
  - May be downloaded by passengers from the Apple App Store and Google's Android Play store
  - Enables passengers to:
    - Create and manage transit accounts



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- Activate and change auto-reload services
  - View transaction history
  - Purchase fare products
  - Activate automatic fare product reload
  - Provides full ADA accessibility
- Provide for processing of online bankcard payments using a solution that is compliant with the Payment Card Industry Data Security Standards (PCI DSS).
  - Deposit all bankcard payments received through online channels into a Rider Transit designated-account
- Support implementation of various fare policies, products and transfer rights with configurable features including, but not limited to:
  - Flat fare with payments using stored value
  - Prepaid passes
    - Time-based passes valid for a specific number of minutes, hours or days from time of first use or from time of purchase/issuance
    - Calendar-based passes valid from any date and time to another date and time
    - Trip-based passes valid for any number of trips with or without transfer rights
  - Stored value fares assessed based on
    - Fare type (e.g. Adult, Senior, Student)
    - Route type
    - Capping at predetermined limits of amounts paid during a single calendar day, week, or month ("Fare Capping")
- Provide web-based tools for use by Rider Transit staff to perform passenger account management and customer service that include:
  - Viewing of account details and transaction history
  - Changing account status
  - Disabling and replacing lost/stolen cards
  - Assignment and changing of the fare type for any passenger account
  - Sale of fare products
  - Viewing, printing and downloading of a comprehensive set of standardized and ad hoc reports
  - Online bulk pass orders
- Point of sale for customer service office
  - POS system that allows riders to buy passes



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- Must be able to print receipts
  - Tap to pay option
  - Ability to easily sell bulk pass orders
  - Print sales reports
- Open Fare Payment Capabilities enabling riders to pay fares using open-loop payment methods such as contactless bank card (EMV), mobile wallets (ex. Apple Pay, Google Pay, Samsung Pay), and any other NFC-enabled devices.
  - Accept contactless debit and credit cards issued by major networks (ex. Visa, Mastercard, etc)
  - Support tokenized mobile wallet transactions
  - Meet PCI-DSS compliance and EMV Level 1 and Level 2 certification standards.
  - Integrate seamlessly with existing or planned back-office fare collection system for fare capping, account reconciliation, and data reporting.
  - Provide real-time transaction validation and fare enforcement support.
  - Include security features to protect customer data and prevent fraud.
- Support Rider Transit pre-launch planning and implementation of the service by providing:
  - On-site training and training materials for initial implementation and “train-the-trainer” materials for Rider Transit instructors
  - Current user manuals
  - Implementation planning guides and/or checklists
  - Validator maintenance instructions
  - Pre-launch set-up services for
    - Implementation planning and scheduling
    - Fare policy configuration
    - Fare product definitions

### V. Submission Requirements

To be considered for this project, a company must submit a technical proposal. Proposals should clearly and concisely address the following:

- Brief overview and history of the company
- Description of the qualifications of the company’s ability to complete the required work
- Narrative explaining how the company plans to fulfill the scope of work
- Validator specification
- Specification for contactless smart card or other hard card media



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- Description of all equipment needed by Rider Transit for service implementation, including that to be supplied by both the company and Rider Transit
- Explanation of launch services and any additional services related to the launch of the services
- List of exceptions (requirements within the scope of work that cannot be met by the company)
- Key personnel (including any sub-contractors) who will be involved with the project
- Anticipated time frame for completion of all required work within the scope of the project
- Three client references, including point of contact, agency name, address, and phone number
- Documentation of any history of litigation associated with project performance and/or professional liability
- Documentation of the firm's financial standing and insurance coverage

### VI. Pricing

In addition to the submission requirements above, respondents should also **submit one hard copy of a detailed cost proposal in a separate sealed package**. Please also include one digital version of the cost proposal on the same USB drive that contains the other required digital submission for this project. Proposal should include pricing for current vehicle fleet of eleven buses, eight transit vans, as well as a per unit price for any vehicle added over the next five years. (In other words, what would the cost be to Rider Transit to add additional vehicles, if acquired, to the contract?) Please provide a price proposal for a three-year period with one additional two year period. Price should be stated to be valid for at least 90 days. Please provide a per-unit price and quantity necessary for:

- Each piece of equipment necessary to cover the scope of work
- Installation of all equipment
- Fare media
- Training
- Launch services including integration with CAD/AVL
- Warranty
- Customer support
- Subscription costs, service fees, transaction fees, other fees or on-going costs or commissions
- Any other proposed, required, and applicable costs.



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### VII. Selection Criteria

Rider Transit staff will evaluate proposals and award the contract based on the criteria and weighted scores, listed below. If necessary after initial evaluation, Rider Transit may request a webinar discussion/product demo from top scoring companies. Rider Transit and the City of Concord will negotiate a contract with the top rated firm following selection. If a contract cannot be successfully negotiated with the top rated firm, the panel will proceed with the second rated firm. Scoring weight percentages and evaluation criteria are as follows:

- **40 %** Ability of the company and its product to deliver the specified scope of work
- **20%** Company's recent experience, knowledge, and familiarity with the type of work contained within the scope of this project
- **20%** Value to Rider Transit/City of Concord of submitted price proposal
- **10%** Ethical and professional standing of the company and satisfactory performance of previous contracts including positive client relationships, sufficient supervision, and efficient project delivery
- **10%** Efficiency of company's anticipated time for completion for all proposed work

### VIII. Anticipated Project Schedule

This project is being partially funded by federal grant money. The project will need to proceed as quickly and efficiently as possible. The successful bidder will be notified within 60 days. The following timeline is only an estimate and is subject to change:

- August 22<sup>nd</sup>, 2025: RFP issued
- September 12<sup>th</sup>, 2025: Proposal submission deadline
- September 23<sup>rd</sup> – 25<sup>th</sup>, 2025: Product demos of finalists (if necessary)
- October 3<sup>rd</sup>, 2025: Notice of intent to negotiate
- October 23<sup>rd</sup>, 2025: Recommendation for contract approval to Transit Commission
- November 13<sup>th</sup>, 2025: Recommendation for contract approval to Concord City Council
- November 14<sup>th</sup>, 2025: Notice to proceed
- January 1<sup>st</sup>, 2026: Go Live

### IX. Contracting Requirements

As part of the contract with the City of Concord, the selected contractor will be required to:

- Complete vendor registration with the City of Concord;
- Abide by applicable Federal Transit Administration Procurement Clauses (to be included as an exhibit in the contract);





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- Be in good standing with the federal System for Award Management ([www.sam.gov](http://www.sam.gov));
- Provide proof of required insurance policies including a minimum of:
  - Workers' Compensation: \$500,000 each accident; \$500,000 bodily injury by disease each employee; \$500,000 bodily injury by disease policy limit
  - General Liability: \$1,000,000 per occurrence
  - Automobile Liability: \$1,000,000 per occurrence
  - Umbrella: \$1,000,000 per occurrence if contract does not exceed 180 days; otherwise, \$2,000,000 per occurrence
  - Professional Liability: \$1,000,000 per claim/\$1,000,000 annual aggregate.

Rider Transit and the City of Concord have the right to reject any and all proposals, to waive any irregularities in proposals, and to negotiate scope and price with one or more proposers. Rider Transit staff will make a recommendation to the Concord Kannapolis Transit Commission and Concord City Council to award a contract to the company whose proposal is deemed to be the most responsive, responsible, and best value to the City, cost and other factors considered, subject to negotiation and availability of sufficient funds.

Any questions concerning the scope of this project should be directed by email to Craig Meeks, Transit Planner and Technology Coordinator, at [meeksbc@concordnc.gov](mailto:meeksbc@concordnc.gov). Any amendments to this RFP will be posted as an addendum at [ckrider.com](http://ckrider.com). Thank you for your consideration.

- X. DBE:** Should a bidder be a Disadvantaged Business Enterprise, it will need to be noted in the bid and appropriate forms completed prior to contract execution.



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### Federal Clauses:

Federal Water Pollution Control Act as amended (33 U.S.C. § 12511387). Violations must be reported to FTA and the Regional Office of the Environmental

Protection Agency. The following applies for contracts of amounts in excess of \$150,000:

Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.”

### DEBARMENT AND SUSPENSION

Debarment and Suspension (Executive Orders 12549 and 12689). A covered transaction (see 2 C.F.R. §§ 180.220 and 1200.220) must not be

entered into with any party listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB

guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (31 U.S.C. § 6101 note, 51 Fed. Reg. 6370,) and 12689 (31 U.S.C. § 6101

note, 54 Fed. Reg. 34131), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise

excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Recipient

agrees to include, and require each Third Party Participant to include, a similar provision in each lower



## CONNECTING COMMUNITY

tier covered transaction, ensuring that each lower tier Third Party Participant:

- (1) Complies with federal debarment and suspension requirements; and
- (2) Reviews the SAM at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 CFR Part 1200.

### DISADVANTAGED BUSINESS ENTERPRISE (DBE)

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

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

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

- (1) Withholding monthly progress payments;
  - (2) Assessing sanctions;
  - (3) Liquidated damages; and/or
  - (4) Disqualifying the contractor from future bidding as nonresponsible. 49 C.F.R. § 26.13(b).
- Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 C.F.R. § 26.29(a).

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

### ENERGY CONSERVATION

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

### EQUAL EMPLOYMENT OPPORTUNITY

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are



## CONNECTING COMMUNITY

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



## CONNECTING COMMUNITY

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.

### 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



## CONNECTING COMMUNITY

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.

### 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.



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### NOTICE TO FTA AND U.S. DOT INSPECTOR GENERAL OF INFORMATION RELATED TO FRAUD, WASTE, ABUSE, OR OTHER LEGAL MATTERS

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 subagreements at every tier, for any agreement that is a

"covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal

Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying

Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

(3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the

Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The

notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have

committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility

occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer,

employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but

is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment

or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

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

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT

regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the





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

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

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

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

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

- 1) Procure or obtain covered telecommunications equipment or services;
  - 2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services;
- or

3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

(b) As described in section 889 of Public Law 115232, "covered telecommunications equipment or services" means any of the following:

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such





## CONNECTING COMMUNITY

equipment;

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with

the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or

otherwise connected to, the government of a covered foreign country;

(c) For the purposes of this section, “covered telecommunications equipment or services” also include systems that use covered telecommunications

equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(d) In implementing the prohibition under section 889 of Public Law 115232, heads of executive agencies administering loan, grant, or subsidy programs

must 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 or services, to procure replacement equipment or services, and to ensure that

communications service to users and customers is sustained.

(e) When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications

equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered

telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment

requests and financial reports.

(f) For additional information, see section 889 of Public Law 115232 and 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.

### RESTRICTIONS ON LOBBYING



## CONNECTING COMMUNITY

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:



## CONNECTING COMMUNITY

- (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



## CONNECTING COMMUNITY

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.

### 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.

### SOLID WASTES (RECOVERED MATERIALS)

(a) A Recipient or subrecipient 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 of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the 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



## CONNECTING COMMUNITY

procurement program for procurement of recovered materials identified in the EPA guidelines.

(b) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services

that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This

may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive

Order 14057, section 101, Policy.

### 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,

(6) other publications.

### 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



## CONNECTING COMMUNITY

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.



## CONNECTING COMMUNITY

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.





## CONNECTING COMMUNITY

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 royaltyfree, 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 (CostType Contracts)

The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the





## CONNECTING COMMUNITY

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.

### OTHER RECOMMENDED CONTRACT REQUIREMENTS

#### 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).

#### 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.



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## CONNECTING COMMUNITY

(2) FlowDown. 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.

### 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.

### 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 \_\_\_\_\_

\_\_\_\_\_th  
at:  
(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.



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## CONNECTING COMMUNITY

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 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 \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

### GOVERNMENTWIDE 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: Signing below indicates the prospective lower tier participant is providing the signed certification.

(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,



## CONNECTING COMMUNITY

(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 threeyear 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 threeyear period preceding this

Certification,

e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to

FTA,



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## CONNECTING COMMUNITY

f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2

CFR part 180 if it:

1. Equals or exceeds \$25,000,
2. Is for audit services, or,
3. Requires the consent of a Federal official, and

g. It will require that each covered lower tier contractor and subcontractor:

1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:

- a. Debarred from participation in its federally funded Project,
- b. Suspended from participation in its federally funded Project,
- c. Proposed for debarment from participation in its federally funded Project,
- d. Declared ineligible to participate in its federally funded Project,
- e. Voluntarily excluded from participation in its federally funded Project, or
- f. Disqualified from participation in its federally funded Project, and

(3) It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any

of its first tier Subrecipients or its ThirdParty Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.,

Certification

Contractor: \_\_\_\_\_  
\_\_\_\_\_

Signature of Authorized

Official: \_\_\_\_\_ Date \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Name and Title of Contractor's Authorized

Official: \_\_\_\_\_



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### 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 NonCompliance with Buy America Steel or Manufactured Products Requirements

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the

requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 C.F.R. 661.7.

Company \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_