



Southeastern Regional Transit Authority

REQUEST FOR QUALIFICATIONS

On-Call Technical Planning Assistance

RFQ: 26-05

SECTION 1 INTRODUCTION

The Southeastern Regional Transit Authority (SRTA) is seeking statements of qualifications (SOQs) from qualified firms (Offerors) to provide Technical Planning Assistance on an as needed basis. The contract shall be for a period of three years with two one-year option to renew at the sole discretion of the SRTA. The payment and performance obligation for each succeeding year of the contract will be subject to appropriation and other available funds. The SRTA will request a fixed fee for each task that it undertakes under this contract.

The SRTA is a regional transit authority established pursuant to MGL c. 161B that is prohibited from directly operating service. Transdev/South Coast Transit Management, Inc. (SCTM) is a private transit management company, under contract with the SRTA to operate both the fixed-route and paratransit services using facilities and equipment provided by the SRTA, which includes the SRTA bus terminals. As such, SCTM will play a key role in coordinating the On-Call Technical Planning Assistance Services

The performance of this contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 and all equal employment opportunity requirements. The SRTA's overall goals for Disadvantaged Business Enterprise (DBE) participation are 2.27% of funds expended in U.S. Department of Transportation (US DOT) assisted contracts, however, no separate goal has been established for this procurement. Disadvantaged Business Enterprises (DBE) are encouraged to respond to this solicitation notice.

This procurement is being financed in part with funds from the U. S. Department of Transportation (US DOT), Federal Transit Administration (FTA). The resulting contract is subject to certain terms and conditions contained in the grant agreement between the SRTA and FTA and the SRTA Standard Terms and Conditions to the extent that they are applicable. The Standard Terms and Conditions and required certifications are attached.

Further information can be obtained from Procurement, Southeastern Regional Transit Authority, 700 Pleasant Street Suite 530, New Bedford, MA 02740, Phone: 508-997-6767 or by e-mail to procurement@srtabus.com.

SECTION 2 SCOPE OF SERVICES

A. General

The SRTA seeks to solicit proposals from qualified firms to provide on-call multi-disciplinary fixed route and demand response service planning; operational data analysis; and public outreach and customer engagement services.

The on-call contract is for a three-year period with two one-year term options. Work will be performed as needed on an individual task order basis. The list of anticipated projects is included as a demonstration of need; projects are subject to be modified, eliminated, or added to the list as planning needs change during the contract period. Projects will be initiated on an on-call basis and performed with a project specific scope of work.

B. Scope of Services

- a. Provide technical assistance for fixed route and demand response service analysis;
- b. Provide technical assistance for Title VI analysis for major service changes and fare changes;
- c. Provide assistance with public outreach and public engagement for service changes and fare changes;
- d. Provide assistance with customer service surveys, customer outreach, and customer engagement;
- e. Provide assistance with bus stop site evaluations;
- f. Provide assistance with on-board passenger counts;
- g. Provide assistance with grant applications as needed;
- h. Provide safe harbor language document translation and in-person interpretation for public engagement events;
- i. Conduct special studies.

C. Anticipated Tasks

- a. Title VI Program Update;
- b. Schedule optimization;
- c. Refresh Bus Stop Design Guideline and Stop Plan;
- d. Print and digital schedule design and updates;
- e. Annual public engagement forums;
- f. Customer demographic, economic, and travel pattern surveys.

SECTION 3 MINIMUM QUALIFICATIONS

A. Firm Qualifications

- a. Direct experience providing on-call services for a transit authority;
- b. Direct experience developing a Title VI Program for a Title VI Tier I transit provider;
 - i. Experience conducting Title VI Service and Fare Change Equity Analysis;
- c. Experience preparing short-range and long-range service planning programs for fixed route and demand response services;
- d. Experience planning, executing, and reporting public engagement programs;
- e. Graphic design knowledge for print, online, and social media formats

B. Key Personnel

- a. Project manager with five years minimum experience managing transit service planning program;
- b. Experience in transit service planning
 - i. Ridership and fare use analysis;
 - ii. Travel time analysis;
 - iii. Service scheduling and vehicle operations efficiency analysis;
- c. Experience with public engagement and outreach including in-person participation, remote participation, and online and social media engagement.

C. Capacity

- a. Experience managing multiple simultaneous projects;
- b. Depth of available personnel;
- c. Responsiveness to work requests
 - i. Acknowledging request, preparing a time and cost estimate for work, and completing request within agreed timeline;
- d. Language proficiency in both written and spoken safe harbor language (currently Spanish, Haitian Creole and Portuguese).

SECTION 4 STATEMENTS OF QUALIFICATIONS (SOQ)

A. SOQ Content

Each Proposer shall prepare an SOQ in accordance with the requirements outlined below. The SRTA desires succinct submittals that address the specific content requirements.

To facilitate the review of all submittals, each SOQ shall be:

- Printed on 8-1/2" x 11" sheet size (folded 11" x 17" exhibits are acceptable, however).
- Typewritten with no smaller than 12-point font size.
- No more than ten (10) single sided pages (excluding attachments and the transmittal letter).
- Bound with tabbed dividers labeled by section to correspond with the seven (7) SOQ sections listed below.

Each SOQ shall consist of the following elements in the prescribed order:

1. Transmittal Letter

The SOQ shall be transmitted with a letter, describing the firm's interest and commitment to performing the technical planning assistance services for potential projects. The transmittal letter shall not exceed two (2) pages. It shall state that the proposal shall be valid for a 90-day period, commencing from the SOQ's due date, and should include the name, title, address, email, and telephone number of the individual to whom correspondence and other contact should be directed during the selection process. The person authorized by the firm to negotiate a contract with the SRTA shall sign the cover letter. Address the cover letter as follows:

Mr. Erik Rousseau, Administrator
Southeastern Regional Transit Authority
700 Pleasant Street, Suite 530
New Bedford, MA 02740

2. Project Team and Availability

The SOQ shall provide a brief written description of the proposed project team that describes the anticipated staffing for the duration of the project. This section is intended to be brief. More detailed discussion of each key team member's experience and qualifications shall be provided in response to Item 5 below.

Each Proposer shall identify a Project Manager to serve as the point of contact for the SRTA throughout the duration of the Agreement. The Project Manager shall have recent, relevant experience with similar technical planning projects. In addition, the Proposer shall identify the individuals who would serve as the key team members of the Proposer's organization. For each key team member, include a resume at Attachment 1 of the Appendix.

It should be noted that it is the SRTA's expectation that all key personnel listed as part of this Item will be available as appropriate for work on the SRTA projects.

3. Minimum Qualifications

The SOQ shall provide a clear and concise explanation of how this team satisfies the Minimum Qualifications described in Section 3 of this RFQ. In response to this item, the Proposer may provide a cross reference to relevant information provided elsewhere in the SOQ.

4. Project Management and Approach

The SOQ shall provide the firm's proposed approach and management plan for providing technical planning services. The Proposer shall provide an organization chart listing the team members by area of expertise.

The Proposer shall describe how it will organize team members, using the talents available to effectively assist the SRTA. Identify the processes and procedures that will be implemented to manage and coordinate between the various entities involved in each project.

In addition, this item should discuss the firm's approach for delivering the services for project completion on-time and within budget constraints.

Provide any other information that the Proposer may deem relevant. In particular, the Proposer is invited to describe any particular aspects of its organization that sets its team apart from the competition.

5. Qualifications and Experience

The SOQ should provide the qualifications and experience of the entire team that will be available for providing the requested services. Please emphasize the specific qualifications and experience of key team members from similar projects. This section should address each relevant category of services anticipated in the Scope of Services.

Each SOQ shall express the Proposer's understanding of the unique environment of the SRTA's services, including local conditions and challenges, and the Proposer's understanding of and experience with applicable federal, state, and local requirements that may pertain to work conducted under the Scope of Services.

6. References

Provide three (3) client references (names and current contact information – email and phone number) from recent work (previous three (3) years) that is scope specific. Include a brief description of each project associated with the reference and note the roles of the respective team members.

The Proposer is advised that the SRTA may request information from the Proposer's clients and any other available sources while investigating the Proposer's experience and qualifications. Submittal of the SOQ constitutes consent to such requests.

7. Appendix

Item 7, the Appendix, shall not count toward the pagination limit of ten (10) pages identified above.

Attachment 1: Attach detailed resumes for all key team members identified in response to Item 2 of the SOQ Contents.

Attachment 2: Documentation demonstrating that the Proposer, if applicable, is licensed to do business in Massachusetts.

Attachment 3: Identify any potential conflicts of interest with SRTA or any other relevant parties.

Attachment 4: Identify any legal actions against Proposer or any key team member that are pending or have been settled or finalized in the last three (3) years.

B. SOQ Submission Instructions

All qualifications must be received no later than 2:00PM ET on Friday, 5/29/2026.

Qualifications and fee information should be submitted in separate envelopes.

Each Proposer must submit **three (3)** hard copies of the entire SOQ, including one (1) marked “Original” and one (1) digital copy saved as PDF submitted on a USB drive. SOQs not submitted in the manner described herein will be considered nonresponsive and subject to rejection. SOQs submitted after the specified date and time in this RFQ will not be accepted. SOQs must be enclosed in a sealed envelope, box or package that is clearly marked “**Request for Qualifications – On-Call Technical Planning Assistance.**” Include the business name on the outside of the submittal package. Proposers are advised that they may be required to submit additional information upon request from the SRTA.

Proposers shall submit their SOQs to the following address:

Qualifications
Southeastern Regional Transit Authority
ATTN: Mr. Erik Rousseau, Administrator
700 Pleasant Street, Suite 530
New Bedford, MA 02740

General Requirements

- SOQs **MUST** be signed. Unsigned proposals will be rejected. Please see the Signature Requirements specified below.
- Proposers may be required to give an oral presentation to the SRTA to clarify or elaborate on the submitted SOQ.
- No SOQ will be accepted from, nor any agreement awarded to, any Proposer that is in arrears upon any debt or in default of any obligation owed to the SRTA. Additionally, no agreement will be awarded to any Proposer that has failed to satisfactorily perform pursuant to any prior agreement with the SRTA.
- The attached Required Certifications must be signed and included with the proposal.

Fee Information

Fee information must be included with submittal and placed in a separate sealed envelope labeled:

Fee Information
Southeastern Regional Transit Authority
On-Call Technical Planning Assistance

The fee information must include the following:

- Unwound labor rates for the personnel anticipated to support task order projects;
- Indirect cost proposal;
- Profit proposal.

Signature Requirements

SOQs must be signed by one or more duly authorized officials of the Proposer.

Consortia, joint ventures, or teams submitting proposals, although permitted, will not be considered responsive unless it is established that all contractual responsibility rests solely with one contractor or one legal entity which shall not be a subsidiary or affiliate with limited resources. Each SOQ should indicate the entity responsible for contract execution on behalf of the proposed team.

C. Inquiries and Requests for Clarification

Requests for clarification of this RFQ must be written and submitted to the address below. Requests for clarification must be received no later than **2:00PM ET on Friday, 5/15/2026**.

NO COMMUNICATIONS OF ANY KIND WILL BE BINDING AGAINST THE SRТА, EXCEPT FOR THE FORMAL WRITTEN RESPONSES TO ANY REQUEST FOR CLARIFICATION.

Requests for clarifications are to be directed to:

Procurement
Southeastern Regional Transit Authority
700 Pleasant St., Suite 530
New Bedford, MA 02740

Phone: 508-997-6767 or by e-mail to procurement@srtabus.com

D. Confidentiality

The above requirements must be met by all proposers. Any information considered confidential or proprietary by the Proposer shall be so labeled (see *Freedom of Information Law*).

Addenda and Supplements to Request for Proposals

In the event that it becomes necessary to revise any part of this RFQ, or if additional information is necessary to enable the Proposer to make an adequate interpretation of the provisions of this RFQ, a supplement to the RFQ will be provided to each potential Proposer. All Proposers must submit either an e-mail address or the address that they wish any or all addenda to be sent to.

SECTION 5 PROPOSAL EVALUATION AND SELECTION

All SOQs received will be evaluated by a selection committee. The selection committee will evaluate each SOQ using the criteria listed below. The SRTA reserves the right to make such additional investigations as it deems necessary and may require additional information.

Evaluation Criteria (100 MAX Total Points)

A. Firm Qualifications: 40 Points

- a. Evaluation is based on extent of directly related experience in providing on-call transit planning, customer surveys, Title VI equity analysis, bus stop design, and public engagement and outreach;
- b. Past performance on contracts with government agencies and transit authorities;
- c. Record of completing work within the agreed timeline and budget;

B. Key Personnel: 40 Points

- a. Professional qualifications and certifications of personnel assigned to work on the contract;
- b. Staff knowledge and experience working on transit service planning projects, public engagement and outreach events, and graphic design for print, online, and social media;

C. Capacity and Approach: 20 points

- a. Ability to respond to work requests and complete requests within agreed timeline;
- b. Approach to client relations and communications;
- c. Approach to project management;
- d. Tools available to perform technical data analysis and visualization;
- e. Proficiency in both spoken and written Spanish and Portuguese language translation and interpretation.

Total Possible Points: 100 points

SELECTION PROCESS

All proposals will be reviewed and evaluated by the Selection Committee ("the Committee") based on the weighted evaluation criteria above. The Committee will select up to three (3) proposers to be interviewed ("the short list"). The SRTA will notify all respondents of the names of the proposers selected for the short list.

Selected interviewees will be notified, either by mail, email, or telephone, of the date, time and place for their interviews and any other pertinent information related thereto. Interviews are anticipated for **June 8-12, 2026** and will be held as a remote video conference.

Within a reasonable period of time after the last interview, the Committee will forward to the SRTA Administrator its recommendation of the final ranking of the short-listed proposers. The SRTA Administrator may, at his sole discretion, interview any of the finalists.

The SRTA Administrator may accept or reject the ranking. The proposer selected by the SRTA Administrator will be notified either by mail, email, or telephone of the selection. Negotiations

concerning scope and fee with the most qualified proposer will commence thereafter. In the event negotiations are unsuccessful, the SRTA will request the second ranked finalist, then if necessary, the third ranked finalist, to submit a proposal in the same manner as for the first ranked finalist. In the unlikely event negotiations are unsuccessful with the three top ranked firms; the SRTA may re-advertise the RFQ or may select additional finalists from the original pool of proposers.

Once successful negotiations have concluded or if the fee has been set, the SRTA will prepare the appropriate number of contracts and submit them to the successful proposer for signature.

Please Note: Anyone attempting to influence the SRTA's selection process through a third party may be disqualified.

SRTA BID / PROPOSAL PROTEST PROCEDURE

1. General

This procedure is applicable to all procurements in excess of \$100,000. Protests for procurements of less than \$100,000 shall be informally handled by the Procurement Department.

2. Definitions

"Interested Party" means an actual or prospective bidder or offeror whose direct economic interest would be affected by the award of a contract or by the failure to award a contract. It does not include subcontractors or potential subcontractors.

All "days" referred to are deemed to be normal business days. Except as otherwise provided, in computing a period of time prescribed by these regulations, the day from which the designated period of time begins to run shall not be counted, but the last day of the period shall be counted unless that day is not a normal business day, in which event the period shall include the next working day. Time for filing any document or copy thereof with the Authority expires at 2 PM Eastern Standard Time or Eastern Daylight Savings Time, as applicable on the last day on which such filing may be made.

"Adverse agency action" is any action or inaction on the part of the Authority which is prejudicial to the position taken in a protest filed with the Authority. It may include but is not limited to: a decision on the merits of a protest; a procurement action such as the receipt of qualifications, the award of a contract, or the rejection of qualifications despite the pendency of a protest; or the Authority acquiescence in and active support of continued and substantial contract performance.

3. Filing of Protest

An interested party may protest to the Authority a solicitation issued by the Authority for the procurement of property or services, or the proposed award or the award of such a contract. Protest must be in writing and addressed as follows:

CFO / Procurement Manager
Southeastern Regional Transit Authority
700 Pleasant Street, Suite 530
New Bedford, MA 02740
ATTN: Protest – On-Call Technical Planning Assistance

The protester shall furnish two complete copies of the protest to the Procurement Manager, addressed as stated above.

A protest filed with the Authority shall:

- A. Include the name, address and telephone number of the protester;
- B. Include an original signed by the protester or its representative;
- C. Identify the solicitation and purchase order number;
- D. Set forth a detailed statement of the legal and factual grounds of protest, including copies of relevant documents; and,
- E. State the form of relief requested.

No formal briefs or other technical forms of pleading or motion are required. Protest submissions should be concise, logically arranged, and clearly state legally sufficient grounds of protest.

A protest filed with the Authority may be dismissed for failure to comply with any of the requirements of this section.

4. Time of Filing

Protests based upon alleged improprieties in a solicitation which are apparent prior to qualifications receipt or the closing date for receipt of initial qualifications shall be filed prior to the closing date for receipt of qualifications. In procurements where qualifications are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing date for receipt of qualifications following the incorporation.

In cases other than those covered above, protests shall be filed not later than 5 days after the basis of protest is known or should have been known, while within 5 days prior to the date specified for filing a response for RFQ's.

The term "filed" regarding protests to the SRTA means receipt of the protest submission to the SRTA's Administrator.

SRTA, for good cause shown, or where it determines that a protest raises issues significant to the procurement system, may consider any protest which is not filed timely.

5. Notice of Protest, Submission of Authority Report and Time for Filing of Comments on Report

The Procurement Manager shall promptly give notice of the protest to the contractor if award has been made or, if no award has been made, to all proposers who appear to have a substantial and reasonable prospect of receiving an award if the protest is denied. The Procurement Manager shall furnish copies of the protest submissions to such parties, if requested to do so in writing. In addition, if a contract will be paid in part with funding from the FTA, then the FTA Region I office shall be notified in writing of the protest.

Material submitted by a protester will not be withheld from any interested party outside the Authority which may be involved in the protest except to the extent that the withholding of information is permitted or required by law or regulation. If the protester considers that the protest contains material which should be withheld, a statement advising of this fact must be affixed to the front page of the protest submission and the allegedly protected information must be so identified whenever it appears.

Protests shall be reviewed by a panel consisting of representatives of Legal, the Procurement Manager and appropriate technical and other staff. Such review panel shall be chaired by the Procurement Manager or by a designee, as authorized in writing.

Documents that will be included in the review will consist of the protest, the qualifications submitted by the protester, the solicitation, including the specifications or portions relevant to the protest, the abstract of qualifications or proposers or relevant portions, any other documents that are relevant to the protest, or any additional evidence or information deemed necessary in determining the validity of the protest. Following final review, the Procurement Manager will furnish a copy of the report to the protester and interested parties who have responded to the notice.

Comments on the report shall be filed by the protester and interested parties with the Procurement Manager within 5 days after receipt of the report. Failure of the protester to file comments, or to file a statement requesting that the case be decided on the existing record, or to request an extension under this section within the 5-day period will result in dismissal of the protest.

Notwithstanding any other provision of this procedure, when on its face a protest does not state a valid basis for protest or is untimely, the Procurement Manager may summarily dismiss the protest. Among the protests which may be dismissed without consideration of the merits are those concerning the following:

1. The SRTA's Purchasing Regulations and Procedures.
2. Contract Administration.
3. Affirmative Determination of Responsibility by the Procurement Manager. Because the determination that a proposer is capable of performing a contract is based in large measure on subjective judgments which generally are not readily susceptible of reasoned review, an affirmative determination of responsibility will not be reviewed, absent a showing that such determination was made fraudulently or in bad faith or that definitive responsibility criteria in the solicitation were not met.
4. Determinations by the Authority of "minor informalities" in qualifications which can be waived by the Authority, absent a showing that such determination was made

fraudulently or in bad faith or that definitive responsiveness criteria in the solicitation were not met.

5. Affirmative determination by the Authority that qualifications or proposer is responsive to the Authority's specifications, absent a showing that such determination was made fraudulently or in bad faith or that definitive specification criteria in the solicitation were not met.
6. Protests not filed within the time limits set forth above.
7. Subcontractor Protests. The Authority will not consider subcontractor protests.
8. Judicial proceedings. The Authority will not consider protests where the matter involved is the subject of litigation before a court of competent jurisdiction, unless the court requests a decision by the Authority in accordance with these procedures. The Authority will not consider protests where the matter involved has been decided on the merits by a court of competent jurisdiction.

6. Withholding of Award and Suspension of Contract Performance

When the Authority receives notice of a protest prior to award of a contract it may not award a contract under the protested procurement while the protest is pending unless the Procurement Manager determines in writing that urgent and compelling circumstances significantly affecting interests of SRTA will not permit waiting for the protest decision.

7. Conference Meeting

A conference meeting on the merits of the protest may, at the sole discretion of the review panel, be held at the request of the protester or interested parties who have responded to the notice given above. Requests for a conference should be made at the earliest possible time in the protest proceeding.

Conferences will be held on a date set by the review panel no later than 5 days after receipt by the protester and interested parties of the review panel report. All interested parties shall be invited to attend. Ordinarily, only one conference will be held on a protest.

If any party refuses to attend such a conference, or a witness fails to attend or fails to answer a relevant question, the review panel may draw an inference unfavorable to the party refusing to cooperate.

The review panel may request that a conference be held if at any time during the protest proceeding it decides that such a conference is needed to clarify material issues. If such a conference is held the review panel shall make such adjustments in the submission deadlines as it determines to be fair to all parties.

Failure of the protester to file comments or to file a statement requesting that the case be decided on the existing record will result in dismissal of the protest.

8. Remedies

If the review panel determines that a solicitation or proposed award does not comply with statute or regulation, it shall recommend that the Authority implement any combination of the following remedies which it deems appropriate under the circumstances:

1. Refrain from exercising options under the contract;
2. Re-compete the contract;
3. Issue a new solicitation;
4. Award a contract consistent with statute and regulation; or
5. Such other recommendations as the Procurement Manager determines necessary to promote compliance.

In determining the appropriate recommendation, the review panel shall consider all the circumstances surrounding the procurement or proposed procurement including, but not limited to, the seriousness of the procurement deficiency, the degree of prejudice to other interested parties or to the integrity of the competitive procurement system, the good faith of the parties, the extent of performance, cost to the Authority, the urgency of the procurement and the impact of the recommendation on the Authority's mission.

9. Time for Decision by the Authority's Review Panel

The review panel shall issue a final decision on a protest within 60 days from the date the protest is filed with it. The determination of the SRTA regarding a protest will be final.

10. Administrator Involvement

A Protester may ask the SRTA Administrator to review the decision made by the Authorities Review Panel. Review of protests by the Administrator will be limited to a grantee's failure to have or follow its protest procedures, or its failure to review a complaint or protest.

11. FTA Involvement

FTA Circular 4220.1G provides the following advice regarding appeals from the Authority's determination:

Recipient Responsibilities and FTA Role in Procurement Disputes

FTA is not a party to its recipients' third-party contracts and does not have any obligation to any participant in its recipients' third-party contracts. 2 CFR 200.318(k) assigns responsibility to the recipient for resolving all contractual and administrative issues arising out of its third-party procurements, including source evaluation and selection, protests of awards, disputes, and claims. FTA will not substitute its judgement for that of the recipient unless the matter is primarily a Federal concern. FTA also encourages the recipient to consider alternative dispute resolution procedures. Neither FTA nor 2 CFR Part 200 relieves the recipient of any responsibilities under its contracts. FTA encourages the recipient to consider alternative dispute

resolution procedures to the extent appropriate. FTA is not a party to its recipients' third-party contracts and does not have any obligation to any participant in its recipients' third-party contracts.

SECTION 6 GENERAL CONDITIONS

The following Terms and Clauses are applicable to all contracts, procurements or purchase orders of \$3,000.00 or greater. By accepting this contract or purchase order the vendor acknowledges and agrees to comply with the Required Federal Terms and Clauses and to sign any certification required hereby.

Federal Transit Administration (FTA) Required Contract Clauses

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 Southeastern Regional Transit Authority 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 Southeastern Regional Transit Authority, 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.

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 Southeastern Regional Transit Authority 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 Southeastern Regional Transit Authority agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

ACCESS TO RECORDS AND REPORTS

a. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other third-party Contracts of any type, and supporting materials related to those records.

b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information, including such records and information the contractor or its subcontractors may regard as confidential or proprietary, related to performance of this contract in accordance with 2 CFR § 200.337.

d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

CHANGES TO FEDERAL REQUIREMENTS

Federal requirements that apply to the Southeastern Regional Transit Authority 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 Southeastern Regional Transit Authority's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and

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

CIVIL RIGHTS LAWS AND REGULATIONS

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

The Contractor and any subcontractor agree to comply with all the requirements prohibiting discrimination on the basis of race, color, or national origin of the Title VI of the Civil Rights Act of 1964, as amended 52 U.S.C 2000d, and U.S. DOT regulation "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of the Title VI of the Civil rights Act, "49 C.F. R. Part 21 and any implementing requirement FTA may issue.

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), 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, Title VI of the Civil Rights Act of 1964,” 49 CFR Part 21, and 49 U.S.C. § 5332, prohibits discrimination in employment on the basis of race, color, religion, sex, or national origin.

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

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

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

Civil Rights and Equal Opportunity

The Southeastern Regional Transit Authority is an Equal Opportunity Employer. As such, the Southeastern Regional Transit Authority agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Southeastern Regional Transit Authority 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. **Equal Employment Opportunity.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, et seq.; and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements, without regard to their race, color, religion, national origin, or sex (including sexual orientation). In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
4. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
5. **Federal Law and Public Policy Requirements.** 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.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

It is the policy of the Southeastern Regional Transit Authority 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 Southeastern Regional Transit Authority deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or

(4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Southeastern Regional Transit Authority 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 Southeastern Regional Transit Authority's written consent; and that, unless the Southeastern Regional Transit Authority'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).

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 Southeastern Regional Transit Authority.

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.

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 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.

b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

c) See Public Law 115-232, section 889 for additional information.

d) See also § 200.471.

DOMESTIC PREFERENCES FOR PROCUREMENTS

In accordance with CFR 200.322:

(a) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

SOLID WASTES (RECOVERED MATERIALS)

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.

TERMINATION

Termination for Convenience

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

Termination for Default [Breach or Cause]

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 Southeastern Regional Transit Authority 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 Southeastern Regional Transit Authority 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 Southeastern Regional Transit Authority, 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

The Southeastern Regional Transit Authority, 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 Southeastern Regional Transit Authority'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 the Southeastern Regional Transit Authority setting forth the nature of said breach or default, the Southeastern Regional Transit Authority 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 the Southeastern Regional Transit Authority 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 Southeastern Regional Transit Authority elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by the Southeastern Regional Transit Authority shall not limit Southeastern Regional Transit Authority's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

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 Southeastern Regional Transit Authority must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Southeastern Regional Transit Authority is located. The Southeastern Regional Transit Authority 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 Southeastern Regional Transit Authority 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 Southeastern Regional Transit Authority is located, if the Southeastern Regional Transit Authority 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 Southeastern Regional Transit Authority and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Southeastern Regional Transit Authority. 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 Southeastern Regional Transit Authority.

DEBARMENT AND SUSPENSION

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

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

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

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

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.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

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

Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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

Federal Water Pollution Control Act

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

REMEDIES FOR BREACH OF CONTRACT

Disputes:

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

Performance during Dispute:

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

Claims for Damages:

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

Remedies:

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

Rights and Remedies:

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

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.

TRAFFICKING IN PERSONS

The contractor agrees that it and its employees that participate in the Southeastern Regional Transit Authority's Award, may not:

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

Southeastern Regional Transit Authority (SRTA)
ACKNOWLEDGEMENT OF FEDERALLY REQUIRED CLAUSES

The undersign contractor/supplier/vendor hereby certifies and acknowledges that it has received the following referenced federally required clauses and will meet the requirements thereof as well as the applicable federal regulations pertaining thereto.

Federally Required Contract Clauses:

- Incorporation of Federal Transit Administration (FTA) Terms
- No Government Obligation to Third Parties
- Federal Tax Liability and Recent Felony Convictions
- Access to Records and Reports
- Changes to Federal Requirements
- Civil Rights Requirements
- Disadvantaged Business Enterprise (DBE)
- Safe Operation of Motor Vehicles
- Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment
- Special Notification Requirements for States
- Domestic Preference for Procurements
- Solid Wastes (Recovered Materials)
- Termination
- Notification to FTA of Fraud, Waste, Abuse, or Other Legal Matters
- Debarment and Suspension
- Restrictions on Lobbying
- Clean Air & Clean Water
- Remedies for Breach of Contract
- Americans with Disabilities Act (ADA)
- Trafficking in Persons

Date: _____

Company: _____

Name (Print): _____

Position / Title: _____

Signature: _____

SECTION 7 EXHIBITS

SOUTHEASTERN REGIONAL TRANSIT AUTHORITY REQUIRED CERTIFICATIONS

PURCHASE OF GOODS AND SERVICES

Qualifications that are not accompanied by the required certifications will be rejected as non-responsive. The certifications will be deemed a part of the resulting contract. Other required provisions are contained in the SRTA Standard Terms and Conditions which is available from SRTA on request.

1. General Information
2. Non-Collusion Affidavit
3. Lobbying
4. Primary Participant Debarment
5. Certification of Lower-Tiered Participants Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion
6. DBE Participation - Purchase of Goods and Services
7. Massachusetts Tax Certification
8. Incorporation of FTA Terms

GENERAL INFORMATION

Southeastern Regional Transit Authority RFQ 26-05

(Must be completed and submitted with Proposal)

Name of Entity: _____

Telephone Number: _____ Years in Business: _____

Entity is (check one):

Corporation _____ Association _____ Sole Proprietorship _____ Public Agency _____
Joint _____ Quasi-Public _____
Partnership _____ Venture _____ Agency _____

Other: (Explain): _____

Organization's Address: _____

Name, Title, and Telephone Number of the Organization's Authorized Representative:

Acknowledgment of Addenda No(s): _____

The undersigned, having duly examined and acknowledged all pages, documents, exhibits, and attachments associated herewith, hereby agrees to furnish all goods or services required under, and in accordance with, the applicable procurement documents and governing terms.

The Proposer hereby affirms that this Proposal is genuine, not a sham or collusive, and is not made in the interest of any person not therein named.

Authorized Representative (Print)

Authorized Representative Title

Authorized Representative (Signature)

Date

(FAILURE TO COMPLETE THIS FORM AND SUBMIT IT WITH YOUR PROPOSAL WILL RENDER THE PROPOSAL NON-RESPONSIVE)

NON-COLLUSION AFFIDAVIT

Southeastern Regional Transit Authority RFQ 26-05

The Undersigned, having examined the Specifications, Standard Requirements and other documents and being familiar with the various conditions under which these services, equipment and/or supplies are to be used, agrees to furnish all labor, materials, tools, equipment, and services called for in the bid for the prices stated.

The Undersigned hereby certifies that this proposal is genuine and not a sham, collusive, or fraudulent or made in the interest of or in behalf of any person, firm or corporation not herein named, and that the Undersigned has not, directly induced or solicited any Proposer to submit a sham bid or any other person, firm or corporation to refrain from bidding and that the Undersigned has not, in any manner, sought by collusion to secure for themselves an advantage over any other Proposer.

Name of Individual, Partnership, or Corporation

Address

Authorized Official

Signature

Title

Date

(FAILURE TO COMPLETE THIS FORM AND SUBMIT IT WITH YOUR PROPOSAL WILL RENDER THE PROPOSAL NON-RESPONSIVE)

LOBBYING CERTIFICATE

Southeastern Regional Transit Authority RFQ 26-05

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

The Supplier, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Supplier understands and agrees that the provisions of 31 U.S.C. A3801, et. seq., apply to this certification and disclosure, if any.

Authorized Representative (Print)

Authorized Representative Title

Authorized Representative (Signature)

Date

(FAILURE TO COMPLETE THIS FORM AND SUBMIT IT WITH YOUR PROPOSAL WILL RENDER THE PROPOSAL NON-RESPONSIVE)

DEBARMENT CERTIFICATION

Southeastern Regional Transit Authority RFQ 26-05

The Proposer hereby certifies to the best of its knowledge and belief that its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by the Commonwealth of Massachusetts, the Federal Government, or other states.
2. Have not within the preceding three-year period been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal State or local) transaction or contract under a public transaction; violation of Federal or State antitrust or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are 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 enumerated in paragraph (2) of this certification; and
4. Have not within the preceding three-year period had one or more public transactions (Federal, State or local) terminated for cause or default.

THE PROPOSER CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION.

Name of Entity

Authorized Representative (Print)

Authorized Representative Title

Authorized Representative (Signature)

Date

(FAILURE TO COMPLETE THIS FORM AND SUBMIT IT WITH YOUR PROPOSAL WILL RENDER THE PROPOSAL NON-RESPONSIVE)

**CERTIFICATION OF LOWER-TIER PARTICIPANTS REGARDING
DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY AND
VOLUNTARY EXCLUSION**

Southeastern Regional Transit Authority RFQ RFQ 26-05

The Lower Tier Participant (potential sub-recipient under an FTA project, potential third-party Supplier, or potential Subcontractor under a major third-party contract),
(Name of Firm) _____ certifies, by submission of this proposal, that neither it nor its “principals” as defined at 49 CFR, Part 29105(p), are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(If the Lower Tier Participant (potential sub-recipient under an FTA project, potential third-party Supplier, or potential Subcontractor under a major third-party contract),
(Name of Firm) _____ is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal.)

THE LOWER-TIER PARTICIPANT (potential sub-recipient under an FTA project, potential third-party Supplier, or potential Subcontractor under a major third-party contract),
(Name of Firm) _____ certifies or affirms the truthfulness and accuracy of the contents on the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Sections 3801 ET Seq. are applicable

Name of Entity

Authorized Representative (Print)

Authorized Representative Title

Authorized Representative (Signature)

Date

(FAILURE TO COMPLETE THIS FORM AND SUBMIT IT WITH YOUR PROPOSAL WILL RENDER THE PROPOSAL NON-RESPONSIVE)

**CIVIL RIGHTS / DISADVANTAGED BUSINESS ENTERPRISE (DBE)
CERTIFICATION**

Southeastern Regional Transit Authority RFQ RFQ 26-05

1. Policy. It is the policy of the Department of Transportation that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 shall have a level playing field to participate in the performance of contracts financed in whole or part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this agreement.
2. DBE Obligation. The supplier or Supplier agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have a level playing field to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard all recipients or Suppliers shall ensure that all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged and women business enterprises have a level playing field to compete for and perform contracts. Recipients and their Suppliers shall not discriminate on the basis of race, creed, color, national origin, age, sex, handicap, or disability in the award and performance of DOT-assisted contracts

Authorized Representative (Print)

Authorized Representative Title

Authorized Representative (Signature)

Date

(FAILURE TO COMPLETE THIS FORM AND SUBMIT IT WITH YOUR PROPOSAL WILL RENDER THE PROPOSAL NON-RESPONSIVE)

MASSACHUSETTS TAX CERTIFICATION

Southeastern Regional Transit Authority RFQ RFQ 26-05

Section 49A of Chapter 62C of the Massachusetts General Laws requires agencies and subdivisions of the Commonwealth to obtain the following certifications from providers who furnish goods, services, or real estate in excess of \$5,000.00 in any fiscal year.

Pursuant to M.G.L. Ch. 62C, Section 49A, I certify under the penalties of perjury that I, to the best of my knowledge and belief, have filled all state tax returns and paid all state taxes required under law.

Name of Organization: _____

Tax Identification Number of Organization: _____

Official Address of Organization:

Authorized Representative (Print)

Authorized Representative Title

Authorized Representative (Signature)

Date

(FAILURE TO COMPLETE THIS FORM AND SUBMIT IT WITH YOUR PROPOSAL WILL RENDER THE PROPOSAL NON-RESPONSIVE)

**INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA)
TERMS**

Southeastern Regional Transit Authority RFQ RFQ 26-05

The Supplier acknowledges that the contract is subject to provisions including, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1G and the master grant agreement between U.S. DOT, FTA, and the SRTA are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Supplier shall not perform any act, fail to perform any act, or refuse to comply with any requests of the SRTA which would cause the SRTA to be in violation of the FTA terms and conditions.

Name of Entity: _____

Tax Identification Number of Entity: _____

Official Address of
Entity: _____

Authorized Representative (Print)

Authorized Representative Title

Authorized Representative (Signature)

Date

(FAILURE TO COMPLETE THIS FORM AND SUBMIT IT WITH YOUR PROPOSAL WILL RENDER THE
PROPOSAL NON-RESPONSIVE)