



INVITATION TO BID

OIL AND OIL PRODUCTS

Solicitation #2025-OilProducts-002

Bid Due Date – April 25, 2025 - 10:00 am CDT (Central Daylight Time)

Bidder's authorized signature is required below on this INVITATION TO BID. It shall constitute an acceptance of a contract that may result from this Bid. *Federal funds apply*

EXHIBIT A

BIDDER'S SIGNATORY PAGE

Company Name <i>(Include Federal I.D. No.)</i>	
Address, City State & Zip	
Phone Number(s) <i>(main, cell & fax)</i>	
Addendum Acknowledgement	Acknowledge receipt of any addendums (if any) issued. Check CATS, State Procurement LAPAC, and Central Bidding websites and reflect here: #1 _____, #2 _____, #3 _____, #4 _____
Authorized Signature	Date:
Print Authorized Name & Title <i>Include E-mail Contact(s) Info</i>	

Bidder **MUST** sign and complete this signatory page "Exhibit A" and return with Bid submission. Failure to do so will result in the Bid being rejected. *Above signature must be original.*

Schedule of Events - Timeline & Due Dates

Solicitation #2025-OilProducts-002

Item / Events	Timeline & Due Dates
Public Notice - Official Journal "The Advocate", and DBE Publication.	March 28, April 2 and 3, 2025
Contractors Notified and ITB posted on CATS, State Procurement LAPAC, and Central Bidding websites	March 28, 2025
Written Inquiries Due (to be email)	April 10, 2025
CATS Responses to Questions <i>(via addendum issued)</i>	April 17, 2025
Bid Due Date	April 25, 2025 - 10:00 am (CST)

CATS reserves the right to change the Schedule of Events/ Timeline & Due Dates at any time.

IMPORTANT NOTICE TO BIDDERS:

All responses to this Invitation to Bid should be labeled as indicated and delivered or mailed to the address below.

**Capital Area Transit Systems
Attn: CATS Procurement Department
2250 Florida Blvd.
Baton Rouge, LA 70802**

Bottom Left Corner of Envelope/Package should indicate the following:

Bidding Company Name and Address

Invitation to Bid: Oil and Oil Products

Solicitation #: 2025-OilProducts-002

Due Date & Time: April 25, 2025 – 10:00 am (CST)

Bid Receipt and Location:

Bids will be received until the time specified in the Schedule of Events - Timeline & Due Dates by CATS Procurement Department, 2250 Florida Blvd., Baton Rouge, LA 70802 (front office reception area Monday thru Friday 8am thru 4pm CST). One (1) original and one electronic copy of the bid on a CD or flash drive should be sent via mail/courier in a sealed package bearing the name and address of the Vendor and the Solicitation Number as indicated in the Notice to Bidders above. CATS will accept **electronic bids** via email at: catsprocurement@brcats.com – with a subject line: -Solicitation #2025-OilProducts-002 also, Electronic Bids may be submitted at Central Bidding (www.centralbidding.com).

- The Bid delivery method is the responsibility of the Bidder.
- CATS is not responsible for any delays caused by the Bidders chosen means of delivery.

Bidder is solely responsible for the timely delivery of the Bid and for ensuring that the delivery service (if mailed or courier) provides service to **2250 Florida Blvd. (front reception office only), Baton Rouge, LA 70802** between the hours of 8:00 a.m. and 4:00 p.m. (Central Standard Time) - Monday through Friday.

Bidder's Inquiries:

If additional information is necessary to enable Bidders to better interpret the information contained in the Invitation to Bid, **written** questions will be accepted via email only to catsprocurement@brcats.com until the date indicated in the **Schedule of Events/Timeline & Due Dates** (refer to page 1- Exhibit A). All questions and CATS responses will be consolidated and in an Addendum to this solicitation and will be posted on CATS and State Procurement LAPAC and Central Bidding websites.

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PART 1

GENERAL INFORMATION AND TERMS & CONDITIONS

A. Introduction and Background

The Capital Area Transit System (CATS) is a Regional Transit Authority and a Political Subdivision of the State of Louisiana operating the public transit system in East Baton Rouge Parish and the City of Baton Rouge, Louisiana. CATS is a Louisiana Tax Exempt Authority and is exempt from all taxes (including federal, local, and state). (See LA RS 48:1451 thru 1461 <http://legis.la.gov/Legis/Law.aspx?p=y&d=102831>).

This solicitation provides the Scope of Work (SOW), technical specifications, installation schedule and the minimum information that must be included with the submitted bid. Failure to submit information in accordance with the ITB requirements may be cause for disqualification. Estimated start date June 1, 2025 thru May 31, 2026.

Prior to beginning work, the selected Contractor will meet with the CATS Project Manager to discuss the approach and method to proceed. The selected firm will work directly with the CATS Project Manager.

Federal Funding Award Assistance

The award of the contract is contingent upon a financial assistance contract between CATS and the US Department of Transportation (USDOT) and the Federal Transit Administration (FTA). This project is being funded in part with FTA funding; therefore, Bidders must agree to comply with any and all provisions and regulations relative to that financial assistance contract.

The DBE Participation Goal for CATS is 11 % (percent); all minority businesses are encouraged to participate.

Funding support for this project is provided through a financial grant from the Federal Transit Administration (FTA). In accordance with 49 Code of Federal Regulations (CFR) Part 26, participation Disadvantage Business Enterprises (DBE) in all aspects of this federally funded contract will be encouraged and supported.

Bidders are encouraged to utilize the services of minority and DBE-owned banks, and other financial institutions, when such institutions are available. Information about such institutions owned and controlled by economically and socially disadvantaged individuals can be requested from the DBE liaison officer: Thomas Cating, email to: tcating@brcats.com.

It is the policy of CATS that disadvantaged business enterprises (DBEs) shall have equal opportunity to participate in the performance of this contract. In this regard all offerors shall take all necessary and reasonable steps to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts or subcontracts awarded as part of this procurement. All minority businesses are encouraged to participate.

Disadvantaged Business Enterprise (DBE)

- a) The DBE contracting requirements flow down to all third-party contractors and their contracts at every tier.
- b) Except as FTA determines otherwise in writing: To the extent authorized by applicable Federal law, the Contractor agrees to facilitate, and assures that each Subcontractor will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Project as follows:

- 1) Statutory and Regulatory Requirements. The Contractor agrees to comply with:
 - i. Section 1101(b) of the FAST Act, 23 U.S.C. § 101 note,
 - ii. U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. Part 26, and
 - iii. Federal transit law, specifically 49 U.S.C. § 5332,
- c) **Nondiscrimination.** The contractor, subcontractor, or lower tier contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of 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 CATS 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)

B. Bid Due Date

Bidders shall submit Bids by the date and time specified in the Schedule of Events/Timeline & Due Dates (refer to *Exhibit A – page 1*). Late Bids will not be accepted under any circumstances. Failure to meet the opening date and time shall result in Bid rejection. Late Bid(s) will not be opened and will be rejected and considered non-responsive. The Bidder(s) will be notified via e-mail and given the opportunity to pick up rejected Bids. Late Bids not retrieved within four weeks will be destroyed.

C. Bidder Inquiries – Questions & Answers (Q&A)

Bidders may submit written questions at any time up to the deadline date reflected in the Schedule of Events/Timeline & Due Dates. Any explanations or response desired by a Bidder regarding the meaning or interpretation of this solicitation must be requested in writing on or prior to the deadline date. Oral explanations, responses or instructions will not be binding.

Bidder inquiries must be submitted via e-mail only to: catsprocurement@brcats.com – with a subject line: **Q&A 2025-OilProducts-002.**

Responses made by CATS will be in the form of written ADDENDA to the solicitation. Any addenda issued will be furnished to all Bidders, via email. This Addendum will also be posted on CATS and State Procurement LAPAC websites at <https://www.brcats.com/page/procurement> and <https://www.cfprd.doa.louisiana.gov/osp/lapac/deptbids.cfm> and Central Bidding at www.centralbidding.com.

D. Bid Award: Award shall be made to the lowest responsive and responsible bidder(s) meeting the required specifications. CATS reserves the right to award items separately, grouped or on an all-or-none basis and to reject any or all bids and waive any informalities and to accept the bid, which is in the best interest of CATS. CATS reserves the right to increase or decrease the amounts needed at the same price. Bidders are urged to promptly review the requirements of these specifications and submit questions for resolution as early as possible during the question and answer /request for approved equals period.

PART 2

CATS TERMS & CONDITIONS

A. Assignment, Transfer of Interest

There shall be no assignment/transfer of interest or delegation of Contractor's rights, duties, or responsibilities of the Contractor under the contract derived from this Invitation to Bid without the prior written approval of CATS. The contract that will be derived from this Invitation to Bid shall not be subcontracted except with the written consent of CATS. No such consent shall be construed as making CATS a party to such subcontract, or subjecting CATS to liability of any kind to any subcontractor. No subcontract shall, under any circumstances, relieve the prime Contractor of its liability and obligation under this contract. All transactions with CATS must be through the prime Contractor.

B. Audit (Right to Audit)

The Contractor shall permit an authorized representative of CATS to periodically inspect and audit all data and records of the Contractor relating to his performance under this contract.

C. Binding (Bid or Bid Binding)

All responses submitted in accordance with the terms and conditions of this invitation to bid shall be binding upon the responder for ninety days (90) after the invitation to bid opening date unless mutually agreed otherwise.

D. CATS Rights

The subsequent contract from this Invitation to Bid will be awarded to the most responsive and responsible Bidder(s) whose response will be most advantageous to CATS, with all factors considered.

1. CATS reserves the right to reject all of the responses and to waive informalities and minor irregularities in the responses received, to issue subsequent requests for qualifications, to cancel or change this request for qualifications, and to, at any time, approve, disapprove, reduce, expand, or cancel any or all of the work to be undertaken.
2. CATS reserves the right to terminate the contract if it is in the best interests of CATS, as noted in this Invitation to Bid, provided that payment will be made for certain costs and services rendered up to the date of termination as provided in the termination for convenience provisions found in this Invitation to Bid.

E. Confidentiality of Solicitation Information

The following provisions will apply unless the CATS statement of work specifically indicates that all information exchanged will be non-confidential:

All financial, statistical, personal, technical, and other data and information relating to the CATS operations which are designated confidential by CATS and made available to the Contractor in order to carry out this contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the

same or more effective procedural requirements as are applicable to CATS. The identification of all such confidential data and information as well as CATS procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by CATS in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by CATS to be adequate for the protection of the CATS confidential information, such methods and procedures may be used, with the written consent of CATS, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of the paragraph to keep confidential any data or information, which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside

the scope of the contract or is rightfully obtained from third parties.

F. Changes /Addenda and Withdrawals

- 1) Changes / Addenda: Any changes to the Invitation to Bid will be issued in the form of written addenda.
- 2) Vendors are encouraged to check the CATS and State Procurement LAPAC websites frequently for any possible addenda that may be issued to this Invitation to Bid. CATS is not responsible for a Bidder's failure to download any addenda documents required to complete this Invitation to Bid.
- 3) The Bidder should complete and acknowledge receipt of any addenda(s) to the Invitation to Bid by completing and submitting Exhibit A – Bidder's Signatory Page. By signing, the BIDDER acknowledges receipt of ALL addenda which can be found on CATS and State Procurement LAPAC websites at: <https://www.brcats.com/page/procurement> and <https://wwwcfprd.doa.louisiana.gov/osp/lapac/deptbids.cfm> and Central Bidding www.centralbidding.com

Responses received after the deadline designated in this Invitation to Bid shall not be opened and will be considered non-responsive. The Bidder will be notified by telephone, email or US mail and given the opportunity to pick up Bid. Late Bids which are not picked up within four weeks will be destroyed.

CATS reserves the right to change the Schedule of Events/Timeline & Due Dates and/or issue addenda to the Invitation to Bid at any time. CATS also reserves the right to cancel or re-issue this Invitation to Bid.

- 4) Withdrawals: A Bidder may withdraw a response that has been submitted at any time up to the Invitation to Bid specified opening date and time. To accomplish this, a written

request, signed by the authorized representative of the Bidder, must be submitted to the CATS Procurement Manager.

G. Contractor Responsibility

The Contractor will be required to assume all responsibility for the contract and will be the sole point of contact regarding all products and services provided and payment of all charges resulting from this contract. Further, Contractor must agree as follows:

- Will perform its duties as an independent Contractor and not as an employee of CATS
- Assure that all applicable certifications, licenses, and insurance shall remain current during the contract term.

H. Corporation Requirements

If the Contractor is a corporation not incorporated under the laws of the State of Louisiana, the Contractor should have obtained a certificate of authority pursuant to R.S. 12:301-302 from the Secretary of State of Louisiana. If the Contractor is a for-profit corporation whose stock is not publicly traded, the Contractor should ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana. Please file in accordance with the Louisiana Secretary of State: <https://www.sos.la.gov/businessservices/searchforloisianabusinessfilings/pages/default.aspx>.

Any Contractor who is awarded a contract will be required to be registered with the Louisiana Secretary of State prior to award, and within 7-10 days of request by CATS.

The contract that will be derived from this Invitation to Bid shall not be subcontracted except with the written consent of CATS. No such consent shall be construed as making CATS a party to such subcontract, or subjecting CATS to liability of any kind to any subcontractor. No subcontract shall, under any circumstances, relieve the prime contractor of its liability and obligation under this contract. All transactions with CATS must be through the prime contractor.

I. Costs for Developing Solicitation

This Invitation to Bid is not to be construed as a commitment of any kind, nor does it commit CATS to pay for any costs incurred in the submission of a Bid or for any cost incurred prior to the execution of a formal contract. CATS is not liable for any costs incurred by prospective Bidders, Vendors or Contractors prior to issuance of or entering into, a contract. Costs associated with developing the Bid, submission of electronic presentations and any other expenses incurred by the Bidder in responding to the Invitation to Bid are entirely the responsibility of the Bidder and shall not be reimbursed in any manner by CATS.

J. Definitions and Terminology

- a. ADA – Americans With Disabilities Act
- b. Authorized Signature – The person who is executing this contractor on behalf of Bidder /Contractor who is authorized to bind a contract.
- c. Bidder/Proposer/Contractor/Vendor – Any firm submitting a Bid or bid to CATS
- d. Bid, Proposal, Agreement and Contract – are used interchangeably throughout the ITB, RFP, OR RFQ, and in this context, are intended to mean “Bid”
- e. CATS - Capital Area Transit System
- f. Contract – The word “contract” shall be considered synonymous with the word “agreement”
- g. Contractor – The word “contractor” shall be considered synonymous with the words “vendor, bidder, proposer”
- h. DBE – Disadvantaged Business Enterprise
- i. FTA – Federal Transit Administration
- j. May - The term “may” denotes an advisory or permissible action
- k. PEC – Bid Evaluation Committee
- l. RFQ – Request for Qualifications
- m. INVITATION TO BID – Request for Bids
- n. Should – The term “should” denotes a desirable action
- o. Sub-Contractor – A person or business who is awarded a portion of an existing contract by a principal or general contractor
- p. Suitable – Type, material design, and method approved by CATS
- q. UCP-DBE: Unified Certification Program – Disadvantaged Business Enterprise
- r. USDOT – United States Department of Transportation
- s. Will, Shall or Must – The terms “will/shall/must” denote mandatory requirements.

K. Equal Opportunity Employer (EEO)

CATS is an equal opportunity employer and does not discriminate against anyone on the basis of race, sex, creed, color, religion, national origin, ancestry, reprisal, disability, sexual orientation, marital status, or political affiliation.

L. Errors and Omissions

CATS will not be liable for errors in the Invitation to Bid. Responders will not be allowed to alter Invitation to Bid documents after the deadline for submission. CATS reserves the right to make corrections or clarifications due to patent errors identified in the Invitation to Bid by CATS or the responders. CATS reserves the right to request clarification or additional information from the responders.

M. Ethics

The State of Louisiana Code of Governmental Ethics places restrictions against conflict of interest and establishes guidelines to ensure that appropriate ethical standards are followed. If any question exists regarding potential violation of the Code of Ethics, Contractor should contact CATS Procurement Department prior to submission of this Invitation to Bid. Any violation of the Code of Ethics shall be grounds for disqualification of Bidder or cancellation of contract.

N. Insurance Requirements – Required Coverage

Contractor shall procure, maintain, and keep in force, at Contractor's expense, the insurance coverage as required below and shall cause CATS to be an additional insured on all policies (except professional liability). Contractor shall provide Proof of Insurance to CATS prior to award. Proof of Insurance shall include an additional insured endorsement. For the duration of the Agreement and until all work under the Agreement is completed, Contractor shall have and maintain, at Contractor's expense, the following types of insurance and shall comply with all limits, terms and conditions of such insurance.

Commercial General and Umbrella Liability Insurance: Commercial General Liability (CGL) Insurance and, if necessary, Commercial Umbrella covering bodily injury and property damage. This insurance shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract. Combined single limit shall not be less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate.

a. Workers' Compensation: Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

b. Automobile Liability: Automobile Liability insurance covering owned or non-owned vehicles. Combined single limit per occurrence shall not be less than \$1,000,000.

c. Professional Liability: Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Agreement, Professional Liability Insurance covering any damages caused by an error, omission, or any negligent acts. Combined single limit per occurrence shall not be less than \$1,000,000, or the equivalent. Annual aggregate limit shall not be less than \$2,000,000. If the Professional liability insurance required under this Agreement is arranged on a "claims made" basis "tail" coverage will be required at the completion of this Agreement and for 24 months duration thereafter. Contractor shall be responsible for furnishing certification of "tail" coverage or continuous "claims made" liability coverage for 24 months following Agreement completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided its retroactive date is on or before the effective date of this Agreement.

d. Subcontractors: Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. CATS reserves the right to request copies of subcontractor's Certificates at any time.

e. A General Contractor shall purchase and maintain property insurance upon the entire work included in the contract for an amount equal to the greater of the full-completed value or the amount of the construction contract including any amendments thereto (with the exception of the following sub-limit for flood.) The general contractor's policy shall provide "ALL RISK" Builder's Risk insurance (extended to include the perils of flood, collapse, vandalism/malicious mischief, and theft, including theft of materials whether or not attached to any structure.) Flood sub-limit shall equal an amount no lower than ten percent (10%) of the total contract cost per occurrence. The "All Risk" Builder's Risk Insurance must also cover architects' and engineers' fees that may be necessary to provide plans and specifications and supervision of work for the repair and/or replacement of property damage caused by a covered peril not to exceed 10% of the cost of those repair and/or replacements.

Flood coverage shall be provided by the Contractor on the first floor and below for projects North of the Interstate Corridor beginning at the Texas - Louisiana border at Interstate 10 East to the Baton Rouge

junction of Interstate 12, East to Slidell junction with Interstate 10 to the Louisiana - Mississippi border. On projects South of this corridor, flood coverage shall be required on the first and second floors and below. Coverage for roofing projects shall not require flood coverage. The contractor has the right to purchase coverage or self-insure any exposures not required by the bid specifications, but shall be held liable for all losses, deductibles, self-insurance for coverages not required.

A specialty contractor shall purchase and maintain property insurance upon the system to be installed for an amount equal to the greater of the full-completed value or the amount of the contract including any amendments thereto. The specialty contractor may provide an installation floater with the same coverage as the "ALL RISK" Builder's Risk insurance policy.

The policy must include the interest of the Owner, Contractor and Subcontractors as their interest may appear.

O. Indemnification

The Contractor agrees to indemnify, defend, and hold harmless CATS, its officers, commissioners, directors, employees, agents, and assigns from and against any and all actual or alleged claims, any and all losses, damages, which include incidental, consequential, indemnity and special damages, expenses, including attorneys' fees and costs of defense, fines and penalties and other liabilities that may be asserted by any person or entity that arises out of the fault or negligence of the Contractor, subcontractor, partner, and any of their officers, directors, employees, agents and assigns respectively in carrying out their obligations under this agreement, which is caused by defective workmanship or materials in products manufactured or supplied by Contractor, or which arises out of Contractor's failure to comply with any state or federal statute, law, regulation. Contractor shall have no indemnification liability under this section for any claims, damages, losses, and expenses to the extent they arise out of or relate to the negligent acts or omissions or willful misconduct of CATS.

P. Law Governing

All disputes concerning the solicitation and award of this contract will be subject to, governed by, and construed according to CATS procurement protest procedure and the laws of the state of Louisiana. The proper venue for any dispute shall be the 19th Judicial District court for the Parish of East Baton Rouge.

Q. Liability Disclaimer

In the absence of a written provision in the contract with the successful Bidder specifically stating otherwise, CATS shall not hold harmless or indemnify any Contractor for any liability whatsoever.

R. Material in Solicitation

Bids shall be based only on the material contained in this solicitation. The solicitation addenda includes official responses to questions and other material, which may be provided by CATS pursuant to the solicitation.

S. Ownership of Solicitation

All materials submitted in response to this solicitation become the property of CATS. Selection or rejection of a response does not affect this right. All Bids submitted will be retained by CATS and not returned to Bidders, unless it is a late Bid, in accordance with "BID Transmittal and Due Date" section in this solicitation.

T. Payment and Invoicing Procedures

Advance or down payments of any kind will not be made. Federal and State law requires proof of the materials having been furnished, the services rendered or the labor performed as described, before payment is made.

1. Following Intent to Award notice, CATS and the successful Contractor will enter into a separate contract which will include detailed payment schedules.
3. CATS Payment Terms in general are Net 30 after receipt of approved invoice.

Invoices: At a minimum, all invoices must include the following information:

1. Project name and purchase order number;
1. Detailed itemized description of items and amount to be paid;
2. Date(s) of service(s)/deliveries made

U. Permits, Licenses & Taxes

The contractor shall furnish all necessary permits, licenses and certificates and comply with all laws or ordinances specific to construction work as reflected in this Invitation to Bid, if applicable. CATS tax exemption number is 72-0755868.

V. Rejection (Right to Reject)

Issuance of this Invitation to Bid in no way constitutes a commitment by CATS to award a contract. Award of this Invitation to Bid shall be made to the most responsible and responsive Bidder meeting the specifications as determined through evaluation of the Invitation to Bid. CATS shall have the right to reject all of the Bids received, to waive irregularities and informalities, and to accept the Bid which is in the best interest of CATS.

W. Only bids submitted on the **Bidders Price Form (Exhibit B)** furnished as part of this solicitation will be considered. All bid forms shall be properly and completely filled out. Vendor must include Unit Prices and Extended Prices in each applicable area on **Exhibit B**. In case of discrepancy between unit price and extended price, the unit price will govern. Altered or incomplete forms for (**Exhibit B**), or the use of substitute forms or documents, may render the bid non-responsive.

X. CATS Protest Procedures

Any protest concerning the issuance, form, contents or interpretation of a request for Bids, bid solicitation, or request for a quotation of price and other terms, must be filed in writing to CATS Procurement, via email to: catsprocurement@brcats.com, prior to ten (10) calendar days before the date the response is due. If not filed timely, all such protests shall be deemed to have been waived. Any protest concerning CATS evaluation of submitted Bids, bids or the award of a contract must be filed in writing with the President of CATS Board no later than six (6) days after the contract award.

All protests shall state specific reasons for the protest and shall provide a physical address, an electronic mailing address, a fax number if available and a telephone number through which the protester can be notified. As soon as possible after the receipt of the protest, the President shall contact a person designated to decide upon the merits of the protest. Except as otherwise provided in this protest procedure statement, the decision of the designated person shall be final. The designated person shall contact both the CATS official in charge of the procurement and the protestor and shall arrange an opportunity for both parties to submit written or oral arguments to the designated person. The designated person may attempt to arrange a telephone or personal conference at which both parties can be heard or can appear, but shall not be required to do so.

**PROTESTS, CHANGES AND MODIFICATIONS, DISPUTES, CLAIMS, LITIGATION,
AND SETTLEMENTS, FTA 2 CFR 200**

PART 3

Oil and Oil Products Solicitation #2025-OilProducts-002

Scope of Work

1. General

Capital Area Transit System (CATS), 2250 Florida Blvd., Baton Rouge, LA 70802, the Regional Transit Authority for the Baton Rouge Metropolitan area and a Political Subdivision of the State of Louisiana, in order to insure a fair and competitive bidding process, will receive sealed bids for the purchase of Oil Related Products.

Bidders must provide CATS with a unit cost for each line item showing an estimated yearly usage of oil related products on the bid form (see Exhibit B). The intent of the specifications is to describe the minimum acceptable performance standards of Oil Related Products. The specifications are not intended to limit competition, but to ensure that only quality products are received.

Products Description

<u>ANTIFREEZE:</u> EQUIVALENT TO FLEET CHARGE SCA PRE CHARGED 50/50 ETHYLENE GLYCOL. MUST MEET CUMMINS SPECIFICATIONS FOR THE 2024 L9 ENGINE

<u>GEAR OIL, 85W-140:</u> EQUIVALENT TO CHEVRON UNIVERSAL 85/140, 55 GALLON DRUM

<u>MOTOR OIL, 15W-40:</u> EQUIVALENT TO VALVOLINE BLUE PREMIUM 7800 OR VALVOLINE BLUE PREMIUM 7800 PLUS. OIL WILL BE PREMIUM-QUALITY MULTI-GRADE FOR ALL SEASON USE IN COMMERCIAL MIXED-FLEET ENGINE OPERATIONS. NORMAL ORDER IS 500 TO 2000 GALLONS, TO BE PUMPED INTO CATS 2000 GALLON BULK STORAGE TANK. MUST MEET CUMMINS SPECIFICATIONS FOR THE 2024 L9 ENGINE
--

<u>SYNTHETIC TRANSMISSION FLUID:</u> EQUIVALENT TO MOBIL DELVAC SYNTHETIC ATF AND MUST BE ON THE APPROVED BY VOITH DIWA LIST. GO TO 2020 VOITH TRANSMISSION APPROVED OIL. CLICK ON DIWA LIST OF APPROVED OIL CHANGE INTERVAL 120,000 KM.

<u>DIESEL EXHAUST FLUID:</u> MUST BE A CAREFULLY BLENDED AQUEOUS UREA SOLUTION OF 32.5% HIGH PURITY UREA AND 67.5% DEIONIZED WATER. THE FLUID SHOULD STATE AND DISPLAY THE CERTIFICATION OF THE AMERICAN PETROLEUM INSTITUTE (API), INTERNATIONAL ORGANIZATION FOR STANDARDIZATION (ISO 22241-1), GERMAN INSTITUTE OF STANDARDIZATION (DIN70700) AND MEET AUS -32 SPECIFICATIONS.
--

<u>WHEEL GREASE:</u> EQUIVALENT TO MOBIL XHP220, EXTREME PRESSURE GREASE CONTAINING MOLYBDENUM DISULFIDE THAT PROVIDES PROTECTION FROM WEAR UNDER CONDITIONS PIVOTING AND OTHER CONDITIONS THAT LEAD TO LOSS OF OIL FILM, HIGH TEMPERATURE, LONG LIFE AND EXTREME-PRESSURE GREASE. 55 GALLON (450 LB.) DRUM
--

2. **PRICES:** The price submitted for oil and oil related products shall be a fixed price contract for a period of one (1) year with four (4) successive one (1) year renewal options available.

Renewal Prices: At the option of the Capital Area Transit System and acceptance by the Contractor, this contract may be renewed for four (4) additional one-year periods. The bid price will remain fixed for any orders issued within a one (1) year (three hundred sixty-five (365) day period from the award date. The price after that one (1) year (three hundred sixty-five (365) day fixed period shall be the bid price plus/minus any change which will be calculated based on the following formula which utilizes the U.S. Department of Labor/Bureau of Labor Statistics - Producer Price Index (PPI); Category 324191 (see the following **example**).

Formula Example

PPI Index –	Last Month Prior to Issuance of Purchase	141.1
	Order for Which Information is Available	137.6
Less PPI Index –	Bid Date Month	3.5
	Equals Index Point Change	

Index Percentage Change

Index Point Change	3.5
Divided by PPI Index – Bid Date Month	137.6
Equals	.0254
Results Multiplied by 100	.0254 x 100
Equals Percent Change	2.54%
Bid Price	\$ 5,000.00
Plus Percentage Change (2.54% x 5,000)	\$127.00
Revised Price for Future Order	\$ 5,127.00

Note: Price adjustments may be considered annually upon contract renewal. The price adjustment shall be based on the PPI Index Industry Code 324191. The base index shall be the index announced for the month in which this contract originates. Price adjustments (percent changes) shall be calculated by applying the standard PPI formula to the base index. Price adjustments shall be applied to the original contract price accepted. Price adjustments for each subsequent contract renewal period will be calculated from the base index re-established at the time of any previously approved price adjustment. **The contractor must submit a written request for the price adjustment to the CATS Procurement along with supporting documentation. No adjustment shall be effective until approved in writing by the CATS Procurement Department. The Capital Area Transit System reserves the right to accept the price adjustment or rebid the contract, whichever it deemed to be in the best interest of CATS. Orders shall be invoiced at the contract price in effect on the date of the Agency purchase order. (For more information see Bureau of Labor Statistics Data – PPI tables <http://www.bls.gov/ppi/#tables>).*

3. **DELIVERY**

1. Delivery Provided:

Please note: In times that the Governor declares a State of Emergency, the Capital Area Transit System can be called upon to evacuate and/or transport persons at a moment's notice and therefore may require additional

deliveries. CATS will monitor its tanks once a week to determine whether more product(s) are needed. In general, the items included in the bid will require deliveries as follows:

- a. Antifreeze – Up to Four hundred (400) gallons will be pumped into a 525 gallon above ground tank. Antifreeze is order weekly
- b. Gear Oil – Approximately three (3) fifty-five (55) gallon drums quarterly
- c. Non-Synthetic Motor Oil – CATS has two (2) underground storage tanks for oil. One is located near the Maintenance garage and the other tank is located near the fueling facility. CATS will order approximately two thousand (2,000) gallons to be pumped in the underground tanks every three (3) to four (4) months. The Contractor will be notified of how many gallons to place in each tank.
- d. Synthetic Transmission Fluid – CATS has a six hundred (600) gallon underground storage tank for transmission fluid and anticipates a delivery of approximately five hundred (500) gallons every (6) months.
- e. Diesel Exhaust Fluid - CATS has two three hundred thirty (330) gallon totes for Diesel Exhaust Fluid. DEF is ordered weekly.
- f. Wheel Grease – Approximately one (1) fifty-five (55) gallon drum per quarter at approximately four hundred fifty pounds (450) per drum.

2. Delivery Time:

Delivery of the items as indicated in bid response and award and will be coordinated with CATS Parts Manager (or his designee). Delivery is F.O.B. 2250 Florida Blvd., Baton Rouge, Louisiana 70802 and is expected to be made within 24 hours after receipt of order.

3. Payments:

To receive payment, invoices must be furnished by the Contractor to CATS which will clearly state the following information.

- a) CATS Purchase Order Number
- b) Legible Signed receiving ticket by CATS
- c) Delivery or shipment date
- d) Quantity of gallons delivered

4. INFORMATION & SUBMITTALS REQUIRED WITH THE BID

- 1. Bidders should submit product label, Material Safety Data Sheet (MSDS) and EPA registry number with bid.
- 2. This information will be required on any subsequent deliveries if there is a change in chemical content or a different product is being supplied.
- 3. Failure to submit this data may be cause for the bid to be rejected or the contract canceled.

Exhibit B – Bidders Price Form
Oil and Oil Related Products
ITB Solicitation #2025-OilProducts-002

*This page **must** be signed, completed and returned with your bid*

I T E M #	Description <i>All items bid must be in accordance with the specifications. Any credit for return of drum to be included in bid price.</i>	Indicate Bid Brand	CATS Annual Usage estimate d <i>annual usage</i>	Unit Bid Price	Extended Total Price <i>(unit price times est annual usage)</i>
1	<u>Antifreeze:</u> Equivalent to Fleet Charge SCA pre charged 50/50 Ethylene Glycol. Must meet Cummins Specifications for 2024 L9 Engine. Bid price per gallon		12,500 gallons	<i>(per gallon)</i>	
2	<u>Gear Oil, 85W-140:</u> Equivalent to Chevron Universal 85/140, 55 gallon (400 lb.) drum. Bid price per gallon		9 drums or 495 gallons	<i>(per gallon)</i>	
3	<u>Motor Oil, 15W-40:</u> Equivalent to Valvoline Blue Premium 7800 or Valvoline Blue Premium 7800 Plus. Oil will be premium-quality multi-grade for all season use in commercial mixed-fleet engine operations. Normal order is 500 to 2000 gallons, to be pumped into CATS 2000-gallon bulk storage tank. Must meet Cummins Specifications for 2024 L9 Engine. Bid price per gallon		6,000 gallons	<i>(per gallon)</i>	
4	<u>Synthetic Transmission Fluid:</u> Equivalent to Mobil Delvac Synthetic ATF and must be on the approved by Voith DIWA List. Go to 2020 Voith Transmission approved oil. Click on DIWA list of approved oil change interval 120,000 km. Bid price per gallon		500 gallons	<i>(per gallon)</i>	
5	<u>Diesel Exhaust Fluid:</u> Must be a carefully blended aqueous urea solution of 32.5% high purity urea and 67.5% deionized water. The fluid should state and display the certification of the American Petroleum Institute (API), International Organization for Standardization (ISO 22241-1), German Institute of Standardization (DIN70700) and meet AUS -32 specifications. Bid price per gallon		25,000 gallons	<i>(per gallon)</i>	
6	<u>Wheel Grease:</u> Equivalent to Mobil XHP220, extreme pressure grease containing molybdenum disulfide that provides protection from wear under conditions pivoting and other conditions that lead to loss of oil film, high temperature, long life and extreme-pressure grease. 55 gallon (450 lb.) drum. Bid price per pound		4 drums approx. 450 lbs. each or 1,800 pounds	<i>(per pound)</i>	
VENDOR INFORMATION					
Company Name:					
Type Name and Title					
Signature <i>(must be signed by the authority to bind a contract):</i>					

EXHIBIT C

Questions and Answers Form

Oil and Oil Products Solicitation #2025-OilProducts-002

All questions, requests for clarifications, or any changes must be made in writing in accordance with the SCHEDULE OF EVENTS. See Scope and General Conditions for further information and instructions.

Date	
Description of Product and Manufacturer	
Contact Information	
Address	
Phone, Fax & Email	
(ITB) Bid Page Number(s)	
Submit questions	

Please submit a separate form for each question
Make copies of this page as needed

For CATS Internal Use Only

Approved	Denied	Authorized By:	Date
CATS Comments / Response (If Applicable)			

EXHIBIT D

Oil and Oil Products Solicitation #2025-OilProducts-002

Checklist of Included Documents

Exhibit D – Checklist of Included Documents – A list of included items to be submitted with your bid as indicated. This checklist was created for the bidding company to assist the vendor and ensure that the required documents are submitted with your Bid.

Item #	Checklist of included Documents	Check Here
1.	Exhibit A - Bidder's Signatory Page - Page 1 <i>(Must be signed and returned with Bid - Should also check and acknowledge receipt of any addendums)</i>	
2.	Exhibit B – Bidders Price Form <i>(Must be completed, signed and returned with Bid)</i>	
3.	Exhibit C – Questions and Answers Form <i>(Should be completed and returned per the Schedule of Events on Exhibit A if you have questions or request an approved equal)</i>	
4.	Exhibit D – Checklist of Included Documents	
5.	Exhibit E – Affidavit of Non-Collusion <i>(Must be signed and submitted with bid)</i>	
6.	Exhibit F – Bidders Organization <i>(Should be completed and returned with bid)</i>	
7.	Exhibit G – Corporate Resolution <i>(Should be completed and returned with bid)</i>	
8.	Exhibit H – L DBE forms <i>(Should be completed and returned with bid)</i>	
9.	Appendix I – FTA Lobbying Certification <i>Must be signed and to be submitted with bid, if bid is over \$100,000.)</i>	
10.	Material Safety Data Sheets – should be in within the 1 day of requested.	

EXHIBIT E

Oil and Oil Products Solicitation #2025-OilProducts-002

Affidavit of Non-Collusion

(MUST be completed and returned with bid)

I hereby swear (or affirm) under penalty for perjury:

1. That I am the Bidder (if the Bidder is an individual), a partner in the Bid (if the Bidder is a partnership), or an officer or employee of the proposing corporation having the authority to sign on behalf (if the Bidder is a corporation);
2. That the attached Bid has been arrived at by the Bidder independently, and has been submitted without collusion, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in the Request for Bids, designed to limit independent proposing or competition;
3. That the contents of the Bid have not been communicated by the Bidder or its employees or agents to any person not an employee or agent of the Bidder or its surety or any bond furnished with the Bid, and will not be communicated to any such person prior to the official opening of the Bids; and
4. That I have fully informed myself regarding the accuracy of the statement made in the affidavit.

Company / Firm Name	
Address (City, State, Zip)	
Authorized by:	
Signature:	
Title:	
Date:	

Subscribed and sworn to me this _____ day of _____, 20 ____ .

Notary Public

My commission expires _____, 20 ____ .

EXHIBIT F

Oil and Oil Products Solicitation #2025-OilProducts-002

BIDDER'S ORGANIZATION (If the bid is by a joint venture all parties to the bid must complete this form:

BIDDER IS: **AN INDIVIDUAL:**

Individual's Name: _____

Doing business as: _____

Address: _____

Telephone No.: _____ Fax No.: _____

A PARTNERSHIP

Firm Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____

A LIMITED LIABILITY COMPANY

Company Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____

A CORPORATION

IF BID IS BY A CORPORATION, THE CORPORATE RESOLUTION MUST BE SUBMITTED WITH BID.

Corporation Name: _____

Address: _____

State of Incorporation: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____

EXHIBIT G

#2025-OILPRODUCTS-002 CORPORATE RESOLUTION

A meeting of The Board of Directors of _____,

A corporation organized under the laws of the State of _____ and

Domiciled in _____ was held this _____ day of _____

_____ 20____ and was attended by a quorum of the members of the board of directors.

The following resolution was offered, duly seconded and after discussion was unanimously adopted by said quorum:

BE IT RESOLVED, that _____ is hereby authorized to submit bids and execute agreements on behalf of this corporation with the Capital Area Transit System.

BE IT FURTHER RESOLVED, that said authorization and appointment shall remain in full force and effect, unless revoked by resolution of this Board of Directors and that said revocation will not take effect until the Procurement Manager of Capital Area Transit System, shall have been furnished a copy of said resolution, duly certified

I, _____, hereby certify that I am the Secretary of _____

A corporation created under the laws of the State of _____ domiciled in _____

that the foregoing is a true and exact copy of a resolution adopted by a quorum of the Board of Directors of said corporation at a meeting legally called and held on the _____ day of _____ 20____, as said resolution appears of record in the official minutes of the board of directors in my possession. This _____ day of _____ 20____.

SECRETARY

EXHIBIT H

#2025-OILPRODUCTS-002

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

In connection with the Contract to be awarded as a result of the Solicitation to be issued by Capital Area Transit System (CATS) for the following procurement:

Oil and Oil Products

I hereby certify that I am the _____ duly
(Title)

Authorized Representative of _____
(Name of Firm)

(Address)

I do hereby assure CATS that I have read and am familiar with the requirements for Disadvantaged Business Enterprise participation by companies contracting with CATS and that it is the intention of the undersigned to meet such DBE goal.

I understand that CATS has established a goal of 11% Disadvantaged Business Enterprise (DBE) participation on this contract.

I further understand that this goal percentage is based on the total dollar value of the awarded contract.

I hereby further assure CATS that the undersigned will complete and submit the SCHEDULE OF DBE PARTICIPATION form with this proposal and cause submission of the LETTER OF INTENT TO PERFORM AS A DBE SUBCONTRACTOR form prior to the execution of the contract. I understand that this company may not remain in competition unless the SCHEDULE OF DBE PARTICIPATION form is submitted or this company has met the requirements identified on the form titled DEMONSTRATION OF GOOD FAITH EFFORTS TO OBTAIN DBE PARTICIPATION, proof of which are hereby documented and submitted in lieu of the SCHEDULE OF DBE PARTICIPATION form.

Signature: _____

Print Name: _____

Date: _____

EXHIBIT I

DBE CONTACT REPORT

This form is provided to assist in documenting the Offeror's DBE research process. Please include DBE contact efforts. Please make a copy or copies of this page, fill out, and include with proposal if the Proposer has more information than can be contained on this report.

Did your firm place a classified legal ad, advertisement, and/or Internet notification requesting the services of DBE Subcontractors for this proposal? YES _____ NO _____

Potential DBE Subcontractor	Contact Person	Phone	Goods or Service	Date Contacted

Name of Offeror:	
Signature of Authorized Official:	
Date:	
Title of Official:	
Address:	
Telephone:	

EXHIBIT J

Demonstration of Good Faith Efforts

DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The undersigned proposer has satisfied the requirements of the solicitation specification in the following manner (please check the appropriate space):

The proposer is committed to a minimum of **11 %** DBE utilization on this contract.

The proposer (*if unable to meet the DBE goal of 11 %*), is committed to a minimum of _____% DBE utilization on this contract and submits documentation demonstrating good faith efforts.

Name of proposer's firm:	
Name of proposer's Authorized Individual	Title
(Signature)	Date

EXHIBIT K

SCHEDULE OF DBE PARTICIPATION

Name of Prime Offeror:		Total Proposed Price:	\$
Procurement Number and Title:		Total Dollars of DBE Participation:	\$

DBE Firm Name	Contact Name and Phone	Type of Work	Work Commencement and Completion	Subcontract Price (\$)
1.				
2.				
3.				
4.				
5.				

The undersigned will enter into a formal agreement with Disadvantaged Businesses for work listed in this Schedule of DBE Participation form upon execution of a contract with the CATS.

Signature _____

Title _____

Date _____

EXHIBIT L

LETTER OF INTENT TO PERFORM AS A DBE SUBCONTRACTOR
(submit for each DBE subcontractor proposed)

Name of Prime Offeror:	
Procurement Number and Title:	
Address of Prime Offeror:	
Prime Offeror's Telephone:	

The undersigned DBE intends to perform the following described work in connection with the above project. <i>Specify in detail the particular work, items, or parts therefore to be performed):</i>	
<i>Subcontract Price:</i>	<i>% of Total Bid/Proposed Price:</i>

Name of DBE Firm:	
Procurement Number and Title:	
Signature of DBE Authorized Official:	
Address of DBE Firm:	
DBE Firm's Telephone:	

Appendix I

FTA Lobbying Certification

Required Certification

Oil and Oil Products

Solicitation #2025-OilProducts-002

Certification Regarding Lobbying

(Must be submitted with a proposal offer exceeding \$100,000)

The undersigned [Contractor] 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 an 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 making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Date:	
Signature of Contractor's Authorized Official:	
Name & Title of Contractor's Authorized Official:	
Company Name:	

Appendix II

FTA Federally Required and Other Model Contract Clauses

Oil and Oil Products Solicitation #2025-OilProducts-002

#	FTA Federal Clauses Index	Solicitation Applicability	Page No.
1.	Access to Records & Reports	YES	42
2.	Bonding Requirement (>\$250,000)	NO	42
3.	Buy America Build America Requirements (above \$150,000)	YES	43
4.	Cargo Preference	YES	44
5.	Clean Air Act & Federal Water Pollution Control Act (>\$150,000)	YES	44
6.	Civil Rights Laws and Regulations (EEO, Title VI, ADA. & ADA Access)	NO	45
7.	Disadvantaged Business Enterprise (DBE) Prompt Payment (if threshold for DBE program met)	YES	47
8.	Disputes	YES	52
9.	Employee Protections (Davis Bacon & Anti-Kickback >\$10,000) Contract Work hours & Safety Standard Act (>\$250,000)	NO	52
10.	Energy Conservation	YES	55
11.	Federal Changes	YES	55
12.	Fly America	YES	56
13.	Government-Wide Debarment and Suspensions (> \$25,000)	YES	57
14.	Incorporation of Federal Terms	YES	58
15.	Lobbying Restrictions (> \$100,000 – must be signed and returned w/bid)	YES	58
16.	No Federal Government Obligation to Third Parties	YES	59
17.	Program Fraud & False/ Fraudulent Statements	YES	59
18.	Recycled Products	YES	60
19.	Safe Operations of Motor Vehicles	YES	60
20.	Seismic Safety (new building & additions)	NO	61
21.	Termination (> \$10,000)	YES	61
22.	FTA Master Agreement §39(b)	YES	62
23.	2 CFR § 200.216 - Prohibition on certain telecommunications and video surveillance services or equipment.	YES	63
24.	Veterans Preferences	NO	63
25.	Contract Work Hours and Safety Standard Act	NO	64
26.	Special Notification Requirements for States	YES	65
27.	Trafficking in Persons	YES	66
28.	Federal Tax Liability and Recent Felony Convictions	YES	68

By submitting a bid or bid response, the vendor agrees to abide by the applicable federal certifications and to comply with the Terms and Conditions of the above referenced clauses.

Oil and Oil Products Solicitation #2025-OilProducts-002

FTA Federally Required and Other Model Contract Clauses

1. ACCESS TO RECORDS AND REPORTS - 49 U.S.C. § 5325(g), 2 C.F.R. § 200.333, 49 C.F.R. part 633

Applicability to Contracts: Requirements apply to all contracts funded in whole or in part with FTA funds. The record keeping and access requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

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, sub-agreements, leases, subcontracts, arrangements, other third party agreements 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. § 200.333. 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 related to performance of this contract as reasonably may be required.
- 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 as reasonably may be required.

2. BONDING REQUIREMENTS - 2 C.F.R. § 200.325; 31 C.F.R. part 223

Applicability to Contracts: Bonds are required for all construction or facility improvement contracts and subcontracts exceeding the simplified acquisition threshold. FTA may accept the bonding policy and requirements of the recipient if FTA has determined that the Federal interest is adequately protected. If such a determination has **not** been made, the following minimum requirements apply:

- a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- b) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as

required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

3. BUY AMERICA REQUIREMENTS - 49 U.S.C. 5323(j); 49 C.F.R. part 661

Applicability to Contracts: FTA's Buy America law and regulations apply to projects that involve the purchase of more than \$150,000 of iron, steel, manufactured goods, or rolling stock to be delivered to the recipient to be used in an FTA assisted project. FTA cautions that its Buy America regulations are complex. Recipients can obtain detailed information on FTA's Buy America regulation at the Federal Transit Administration's Buy America website. The Buy America regulation at 49 C.F.R. § 661.13 requires notification of the Buy America requirements in a recipient's bid (or request for proposal) for FTA funded contracts. *Recipients can draw on the following language for inclusion in their federally funded procurements. Note that recipients are responsible for including the correct Buy America certification based on what they are*

acquiring. Recipients should not include both the rolling stock and steel, iron, or manufactured products certificates in the documents unless acquiring both in the same procurement.

Buy America - The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11.

The [bidder or offeror] must submit to CATS the appropriate Buy America certification below with its [bid or offer]. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

In accordance with 49 C.F.R. § 661.6, for the procurement of steel, iron, or manufactured products, use the certifications below.

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 C.F.R. part 661.

Date	
Signature	
Company	
Name	
Title	

Certificate of Non-Compliance with Buy America 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.

Date	
Signature	
Company	
Name	
Title	

4. CARGO PREFERENCE REQUIREMENTS - 46 U.S.C. § 55305; 46 C.F.R. part 381

Applicability to Contracts - The Cargo Preference Act of 1954 requirements applies to all contracts involving equipment, materials, or commodities that may be transported by ocean vessels. The Cargo Preference requirements apply to all contracts involved with the transport of equipment, material, or commodities by ocean vessel.

Cargo Preference - Use of United States-Flag Vessels - The contractor agrees:

- a) to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- b) to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590

and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.); and

- c) to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

5. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT - 42 U.S.C. §§ 7401 – 7671q; 33 U.S.C. §§ 1251-1387; 2 C.F.R. part 200, Appendix II (G)

Applicability to Contracts - The Clean Air and Clean Water Act requirements apply to each contract and subcontract exceeding \$150,000. Each contract and subcontract must contain a provision that requires the recipient to agree 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 the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

The Contractor agrees:

- a) It will not use any violating facilities;
- b) It will report the use of facilities placed on or likely to be placed on the U.S. EPA “List of Violating Facilities;”
- c) It will report violations of use of prohibited facilities to FTA; and
- d) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

6. CIVIL RIGHTS LAWS AND REGULATIONS - (EEO, Title VI, ADA & ADA Access)

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

1. **Federal Equal Employment Opportunity (EEO) Requirements.** These include, but are not limited to:
 - a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.
 - b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, “Equal Employment Opportunity,” September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.
2. **Nondiscrimination on the Basis of Sex.** Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 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

CATS is an Equal Opportunity Employer. As such, CATS agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, CATS 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 Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. **Nondiscrimination** - In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. **Race, Color, Religion, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. **Age** - In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 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.

7. DISADVANTAGED BUSINESS ENTERPRISE (DBE) - 49 C.F.R. part 26

Background and Applicability - The Disadvantaged Business Enterprise (DBE) program applies to FTA recipients receiving planning, capital and/or operating assistance that will award prime contracts (excluding transit vehicle purchases) exceeding \$250,000 in FTA funds in a Federal fiscal year. All FTA recipients above this threshold must submit a DBE program and overall triennial goal for DBE participation. The overall goal reflects the anticipated amount of DBE participation on DOT-assisted contracts. As part of its DBE program, FTA recipients must require that each transit vehicle manufacturer (TVM), as a condition of being authorized to bid or propose on FTA assisted transit vehicle procurements, certify that it has complied with the requirements of 49 C.F.R. § 26.49. Only those transit vehicle manufacturers listed on FTA's certified list of

Transit Vehicle Manufacturers, or that have submitted a goal methodology to FTA that has been approved or has not been disapproved at the time of solicitation, are eligible to bid.

FTA recipients must meet the maximum feasible portion of their overall goal using race-neutral methods. Where appropriate, however, recipients are responsible for establishing DBE contract goals on individual DOT-assisted contracts. FTA recipients may use contract goals only on those DOT-assisted contracts that have subcontracting responsibilities. See 49 C.F.R. § 26.51(e). Furthermore, while FTA recipients are not required to set a contract goal on every DOT-assisted contract, they are responsible for achieving their overall program goals by administering their DBE program in good faith. FTA recipients and third party contractors can obtain information about the DBE program at the Federal Transit Administration website Disadvantaged Business Enterprise or Department of Transportation website Disadvantaged Business Enterprise Program.

For all DOT-assisted contracts, each FTA recipient must include assurances that third party contractors will comply with the DBE program requirements of 49 C.F.R. part 26, when applicable. **The following contract clause is required in all DOT-assisted prime and subcontracts:**

The contractor, subrecipient 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 recipient deems appropriate, which may include, but is not limited to:

- a) Withholding monthly progress payments;
- b) Assessing sanctions;
- c) Liquidated damages; and/or
- d) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Further, recipients must establish a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the recipient makes to the prime contractor. 49 C.F.R. § 26.29(a). Finally, for contracts with defined DBE contract goals, each FTA recipient must include in each prime contract a provision stating that the contractor shall utilize the

specific DBEs listed unless the contractor obtains the recipient's written consent; and that, unless the recipient'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).

As an additional resource, recipients can draw on the following language for inclusion in their federally funded procurements.

It is the policy of CATS 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. It is also the policy of CATS to:

- a) Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
- b) Create a level playing field on which DBE's can compete fairly for DOT-assisted contracts;
- c) Ensure that the DBE program is narrowly tailored in accordance with applicable law;
- d) Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE's;
- e) Help remove barriers to the participation of DBEs in DOT assisted contracts;
- f) To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and
- g) Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

This Contract is subject to 49 C.F.R. part 26. Therefore, the Contractor must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Contract. CATS shall make all determinations with regard to whether or not a Bidder/Offeror is in compliance with the requirements stated herein. In assessing compliance, CATS may consider during its review of the Bidder/Offeror's submission package, the Bidder/Offeror's documented history of non-compliance with DBE requirements on previous contracts with CATS.

The Contractor, subrecipient 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 CATS deems appropriate.

DBE Participation

For the purpose of this Contract, CATS will accept only DBE's who are:

- a) Certified, at the time of bid opening or proposal evaluation, by CATS or the Unified Certification Program (UCP)]; or
- b) An out-of-state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status or an agency whose DBE certification process has received FTA approval; or
- c) Certified by another agency approved by CATS.

DBE Participation Goal - The DBE participation goal for this Contract is set at **11 % (twenty)**. This goal represents those elements of work under this Contract performed by qualified Disadvantaged Business Enterprises for amounts totaling **not less than 11 %** of the total Contract price. Failure to meet the stated goal at the time of bid/proposal submission **may** render the Bidder/Offeror non-responsive.

Proposed Submission - Each Bidder/Offeror, as part of its submission, shall supply the following information:

- a) A completed **DBE Utilization Form** that indicates the percentage and dollar value of the total bid/contract amount to be supplied by Disadvantaged Business Enterprises under this Contract.
- b) A list of those qualified DBE's with whom the Bidder/Offeror intends to contract for the performance of portions of the work under the Contract, the agreed price to be paid to each DBE for work, the Contract items or parts to be performed by each DBE, a proposed timetable for the performance or delivery of the Contract item, and other information as required by the **DBE Participation Schedule**. No work shall be included in the Schedule that the Bidder/Offeror has reason to believe the listed DBE will subcontract, at any tier, to other than another DBE. If awarded the Contract, the Bidder/Offeror may not deviate from the DBE Participation Schedule submitted in response to the bid. Any subsequent changes and/or substitutions of DBE firms will require review and written approval by CATS.
- c) An original **DBE Letter of Intent** (see below) from each DBE listed in the **DBE Participation Schedule**.
- d) An original **DBE Affidavit** (see below) from each DBE stating that there has not been any change in its status since the date of its last certification.

Good Faith Efforts - If the Bidder/Offeror is unable to meet the goal set forth above (DBE Participation Goal), CATS will consider the Bidder/Offeror's documented good faith efforts to meet the goal in determining responsiveness. The types of actions that CATS will consider as part of the Bidder/Offeror's good faith efforts include, but are not limited to, the following:

- a) Documented communication with CATS DBE Coordinator (questions of IFB or RFP requirements, subcontracting opportunities, appropriate certification, will be addressed in a timely fashion);
- b) Pre-bid meeting attendance. At the pre-bid meeting, CATS generally informs potential Bidder/Offeror's of DBE subcontracting opportunities;

- c) The Bidder/Offeror's own solicitations to obtain DBE involvement in general circulation media, trade association publication, minority-focus media and other reasonable and available means within sufficient time to allow DBEs to respond to the solicitation;
- d) Written notification to DBE's encouraging participation in the proposed Contract; and
- e) Efforts made to identify specific portions of the work that might be performed by DBE's.

The Bidder/Offeror shall provide the following details, at a minimum, of the specific efforts it made to negotiate in good faith with DBE's for elements of the Contract:

- a) The names, addresses, and telephone numbers of DBE's that were contacted;
- b) A description of the information provided to targeted DBE's regarding the specifications and bid proposals for portions of the work;
- c) Efforts made to assist DBE's contacted in obtaining bonding or insurance required by the Bidder or the Authority.

Further, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted when a non-DBE subcontractor was selected over a DBE for work on the contract. 49 C.F.R. § 26.53(b) (2) (VI). In determining whether a Bidder has made good faith efforts, the Authority may take into account the performance of other Bidders in meeting the Contract goals. For example, if the apparent successful Bidder failed to meet the goal, but meets or exceeds the

average DBE participation obtained by other Bidders, the Authority may view this as evidence of the Bidder having made good faith efforts.

Administrative Reconsideration - Within five (5) business days of being informed by CATS that it is not responsive or responsible because it has not documented sufficient good faith efforts, the Bidder/Offeror may request administrative reconsideration. The Bidder should make this request in writing to CATS DBE Liaison Officer. The DBE Liaison Officer will forward the Bidder/Offeror's request

to a reconsideration official who will not have played any role in the original determination that the Bidder/Offeror did not document sufficient good faith efforts.

As part of this reconsideration, the Bidder/Offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The Bidder/Offeror will have the opportunity to meet in person with the assigned reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. CATS will send the Bidder/Offeror a written decision on its reconsideration, explaining the basis for finding that the Bidder/Offeror did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

Termination of DBE Subcontractor - The Contractor shall not terminate the DBE subcontractor(s) listed in the **DBE Participation Schedule** without CATS prior written consent. CATS may provide such written consent only if the Contractor has good cause to terminate the DBE firm. Before transmitting a request to terminate, the Contractor shall give notice in writing to the DBE subcontractor of its intent to terminate and the reason for the request. The Contractor shall give the DBE five days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the Contract for any reason, the Contractor shall make good faith efforts to find another DBE subcontractor to substitute for the original DBE and immediately notify CATS in writing of its efforts to replace the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal established for this procurement. Failure to comply with these requirements will be in accordance with Section 8 below (Sanctions for Violations).

CATS shall monitor the Contractor's DBE compliance during the life of the Contract. In the event this procurement exceeds ninety (90) days, **it will be the responsibility of the Contractor to submit quarterly**

written reports to CATS that summarize the total DBE value for this Contract. These reports shall provide the following details:

- DBE utilization established for the Contract;
- Total value of expenditures with DBE firms for the quarter;
- The value of expenditures with each DBE firm for the quarter by race and gender;
- Total value of expenditures with DBE firms from inception of the Contract; and
- The value of expenditures with each DBE firm from the inception of the Contract by race and gender.

Reports and other correspondence must be submitted to the DBE Coordinator with copies provided to CATS. Reports shall continue to be submitted quarterly until final payment is issued or until DBE participation is completed.

The successful Bidder/Offeror shall permit:

- CATS to have access to necessary records to examine information as CATS deems appropriate for the purpose of investigating and determining compliance with this provision, including, but not limited to, records of expenditures, invoices, and contract between the successful Bidder/Offeror and other DBE parties entered into during the life of the Contract.
- The authorized representative(s) of CATS, the U.S. Department of Transportation, the Comptroller General of the United States, to inspect and audit all data and record of the Contractor relating to its performance under the Disadvantaged Business Enterprise Participation provision of this Contract.
- All data/record(s) pertaining to DBE shall be maintained as stated in Section [insert reference to record keeping requirements for the Project.]

Sanctions for Violations - If at any time CATS has reason to believe that the Contractor is in violation of its obligations under this Agreement or has otherwise failed to comply with terms of this Section, CATS may, in addition to pursuing any other available legal remedy, commence proceedings, which may include but are not limited to, the following:

- Suspension of any payment or part due the Contractor until such time as the issues concerning the Contractor's compliance are resolved; and
- Termination or cancellation of the Contract, in whole or in part, unless the successful Contractor is able to demonstrate within a reasonable time that it is in compliance with the DBE terms stated herein.

8. DISPUTES

Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the Procurement Manager. The decision of the Procurement Manager shall be final and conclusive unless within seven (7) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the CEO of CATS. In connection with any such appeal, the Contractor may be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the CEO shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance during Dispute. Unless otherwise directed by CATS, 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 CATS and the Contractor arising out of or relating to this agreement or its breach will be

decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Louisiana.

Rights and Remedies. The duties and obligations imposed by the Contract Documents and the rights and remedies available there under 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 CATS, (its agents or assigns) 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 there under, except as may be specifically agreed in writing.

9. EMPLOYEE PROTECTIONS - (Davis Bacon, Anti-Kickback, Contract Work Hours & Safety Standards)

- 49 U.S.C. § 5333(a); 40 U.S.C. §§ 3141 – 3148; 29 C.F.R. part 5; 18 U.S.C. § 874; 29 C.F.R. part 3; 40 U.S.C. §§3701-3708; 29 C.F.R. part 1926

Applicability to Contracts - Certain employee protections apply to all FTA funded contracts with particular emphasis on construction related projects. The recipient will ensure that each third party contractor complies with all federal laws, regulations, and requirements, including:

1. Prevailing Wage Requirements

- a) *Federal transit laws, specifically 49 U.S.C. § 5333(a), (FTA's "Davis-Bacon Related Act");*
- b) *The Davis-Bacon Act, 40 U.S.C. §§ 3141 – 3144, 3146, and 3147; and*
- c) *U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.*

2. "Anti-Kickback" Prohibitions

- a) *Section 1 of the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. § 874;*
- b) *Section 2 of the Copeland "Anti-Kickback" Act, as amended, 40 U.S.C. § 3145; and*
- c) *U.S. DOL regulations, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States," 29 C.F.R. part 3.*

3. Contract Work Hours and Safety Standards

- a) *Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701-3708; and supplemented by Department of Labor (DOL) regulations, 29 C.F.R. part 5; and*
- b) *U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. part 1926.*

These requirements extend to all third-party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier. The Davis-Bacon Act and the Copeland "Anti-Kickback" Act apply to all prime construction, alteration, or repair contracts in excess of \$10,000.

The Contract Work Hours and Safety Standards Act apply to all FTA funded contracts in excess of \$250,000 that involve the employment of mechanics or laborers.

The recipient must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. In addition, recipients can draw on the following language for inclusion in their federally funded procurements.

Prevailing Wage and Anti-Kickback

For all prime construction, alteration, or repair contracts in excess of \$10,000 awarded by FTA, the Contractor shall comply with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing

wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week. The Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States." The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Contract Work Hours and Safety Standards

For all contracts in excess of \$250,000 that involve the employment of mechanics or laborers, the Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the DOL regulations at 29 C.F.R. part 5. Under 40 U.S.C. § 3702 of the Act, the Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. **These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.**

In the event of any violation of the clause set forth herein, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this clause.

The FTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in this section.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this agreement.

Contract Work Hours and Safety Standards for Awards Not Involving Construction

The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.

The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job. The contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

10. ENERGY CONSERVATION - 42 U.S.C. 6321 et seq.; 49 C.F.R. part 622, subpart C

Applicability to Contracts - The Energy Policy and Conservation requirements are applicable to all contracts. The Recipient agrees to, and assures that its subrecipients, if any, will comply with the mandatory energy standards and policies of its state energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6201 et seq., and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance as required under FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. part 622, subpart C.

These requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

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.

11. FEDERAL CHANGES - 49 CFR Part 18

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

12. FLY AMERICA - 49 U.S.C. § 40118; 41 C.F.R. part 301-10; 48 C.F.R. part 47.4

Applicability to Contracts + The Fly America requirements apply to the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the FTA will participate in the costs of such air transportation. Transportation on a foreign air carrier is permissible when provided by a foreign air carrier under a code share agreement when the ticket identifies the U.S. air carrier's designator code and flight number. Transportation by a foreign air carrier is also permissible if there is a bilateral or multilateral air transportation agreement to which the U.S. Government and a foreign government are parties and which the U.S. DOT has determined meets the requirements of the Fly America Act.

The Fly America requirements flow down from FTA recipients and subrecipients to first tier contractors who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

Fly America Requirements

- a) Definitions. As used in this clause-- "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. "United States" means the 50 States, the District of Columbia, and outlying areas. "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, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

- c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.
- d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers - International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]: The 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.

13. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION - 2 C.F.R. part 180; 2 C.F.R. part 1200; 2 C.F.R. § 200.213; 2 C.F.R. part 200 Appendix II (I), Executive Order 12549; Executive Order 12689

Background and Applicability - A contract award (of any tier) in an amount expected to equal or exceed \$25,000 or a contract award at any tier for a federally required audit (irrespective of the contract amount) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. part 180. The Excluded Parties List System in SAM 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.

Recipients, contractors, and subcontractors (at any level) 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; or (c) adding a clause or condition to the contract or subcontract.

Debarment, Suspension, Ineligibility and Voluntary Exclusion - The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Non-procurement 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 Government-wide Debarment and Suspension (Non-procurement)," 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 CATS. If it is later determined by CATS that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to CATS, 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.

14. INCORPORATION OF FEDERAL TERMS

Applicability to Contracts - The incorporation of FTA terms applies to all federally funded contracts.

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any CATS requests which would cause CATS to be in violation of the FTA terms and conditions.

15. LOBBYING RESTRICTIONS - 31 U.S.C. § 1352; 2 C.F.R. § 200.450; 2 C.F.R. part 200 appendix II (J); 49 C.F.R. part 20

Applicability to Contracts - The lobbying requirements apply to all contracts and subcontracts of \$100,000 or more at any tier under a Federal grant. 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 agreement, the payor must complete and submit the Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

49 C.F.R. part 20, Appendices A and B provide specific language for inclusion in FTA funded third party contracts as follows:

Lobbying Restrictions

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

- a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder, to any person for influencing or attempting to influence an officer or employee of an 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.
- b) 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 bidder shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c) The bidder shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. (See Appendix I, Page 40)

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.

16. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

Applicability to Contracts - The No Obligation clause applies to all third party contracts that are federally funded.

No Federal 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.

17. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS - 49

U.S.C. § 5323(l) (1); 31 U.S.C. §§ 3801-3812; 18 U.S.C. § 1001; 49 C.F.R. part 31

Applicability to Contracts - The Program Fraud clause applies to all third-party contracts that are federally funded.

The Program Fraud clause extends to all third-party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier. These requirements flow down to contractors and subcontractors who make, present, or submit covered claims and statements.

Program Fraud and False or Fraudulent Statements or 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 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.

18. RECYCLED PRODUCTS - 42 U.S.C. § 6962; 40 C.F.R. part 247; 2 C.F.R. part § 200.322

Applicability to Contracts - The Resource Conservation and Recovery Act, as amended, (42 U.S.C. § 6962 et seq.), requires States and local governmental authorities to provide a competitive preference to products and services that conserve natural resources, protect the environment, and are energy efficient. Recipients are required to procure only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. 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.

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

19. SAFE OPERATION OF MOTOR VEHICLES - 23 U.S.C. part 402; Executive Order No. 13043; Executive Order No. 13513; U.S. DOT Order No. 3902.10

Applicability to Contracts - The Safe Operation of Motor Vehicles requirements apply to all federally funded third party contracts. In compliance with Federal Executive Order No. 13043, "Increasing Seat Belt Use in

the United States,” April 16, 1997, 23 U.S.C. Section 402 note, FTA encourages each third party contractor to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company owned, rented, or personally operated vehicles, and to include this provision in each third party subcontract involving the project. Additionally, recipients are required by FTA to include a Distracted Driving clause that addresses distracted driving, including text messaging in each of its third party agreements supported with Federal assistance.

Safe Operation of Motor Vehicles

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

20. SEISMIC SAFETY- 42 U.S.C. 7701 et seq.; 49 C.F.R. part 41; Executive Order (E.O.) 12699

Applicability to Contracts - The Seismic Safety requirements apply only to contracts for the construction of new buildings or additions to existing buildings.

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

21. TERMINATION

- a. Termination for Convenience (General Provision) CATS may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in CATS and/or the Government’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 CATS to be paid the Contractor. If the Contractor has any property in its possession belonging to CATS, the Contractor will account for the same, and dispose of it in the manner CATS directs.
- b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, CATS may terminate this contract for default. Termination shall be affected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid 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 CATS 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, CATS, 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.

- c. Opportunity to Cure (General Provision) CATS at its sole discretion may, in the case of a termination for breach or default, allow the Contractor seven (7) calendar 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 CATS satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from CATS setting forth the nature of said breach or default, CATS 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 CATS from also pursuing all available remedies against Contractor and its sureties for said breach or default.

- d. Waiver of Remedies for any Breach. In the event that CATS elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by CATS shall not limit CATS remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

22. FTA MASTER AGREEMENT 39(b)

(b) Notification to FTA; Flow Down Requirement. If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third-Party Agreements and must require each Third Party Participant to include an equivalent provision in its sub agreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

(3) Additional Notice to U.S. DOT Inspector General. 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, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. 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 95 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. In this paragraph, “promptly” means to refer information without delay and without change. This notification provision applies to all divisions of the Recipient, including divisions tasked with law enforcement or investigatory functions.

23. 2 CFR § 200.216 - PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

§ 200.216 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.

24. Veterans Preference.

Authority – 49 USC § 5325(k), FTA Master Agreement FY 2020 at Section 16(u)

Applicability – all contracts

To the extent practicable, the Contractor agrees to give a hiring preference to veterans (as defined in 5 USC § 2108) who have the skills and abilities required to perform construction work required for a capital project supported with funds made available or appropriated for 49 USC chapter 53; provided, however, the Contractor may not give a hiring preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability or a former employee.

25. Contract Work Hours and Safety Standards Act

Authority – Appendix II to Part 200, 40 U.S.C. §§ 3701-3708 and 29 C.F.R. part 1926, FTA Master Agreement FY2020 at Section 16(d)(5), FTA C 4220.1F at Appendix D

Applicability - Contracts over \$250,000 that involve the employment of mechanics or laborers.

For all contracts in excess of \$250,000 that involve the employment of mechanics or laborers, the Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the DOL regulations at 29 C.F.R. part 5. Under 40 U.S.C. § 3702 of the Act, the Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

In the event of any violation of the clause set forth herein, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this clause.

The FTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in this section.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this agreement.

Contract Work Hours and Safety Standards for Awards Not Involving Construction

The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.

The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job. The contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

Flow Down Requirements - This requirement flows down to all subcontracts at every tier.

26. SPECIAL NOTIFICATION REQUIREMENTS FOR STATES – *Note: Projects that are procured with Federal Funds.*

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

27. TRAFFICKING IN PERSONS.

- (1) *Legal Authorities.* The Recipient agrees to comply and assures the compliance of each Subrecipient, with federal requirements and guidance, including:
 - (i) Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended, 22 U.S.C. § 7104(g); and
 - (ii) The terms of this section 4(f), which have been derived from U.S. OMB regulatory guidance, "Award Term for Trafficking in Persons," 2 CFR Part 175, per U.S. OMB's direction.
- (2) *Definitions.* The Recipient agrees that for purposes of this section 4(f):
 - (i) Employee means either an individual who is employed by the Recipient or a Subrecipient, and is participating in a Project or related activities as set forth in the Underlying Agreement, or another person who is participating in a Project or related activities as set forth in the Underlying Agreement and is not compensated by the Recipient,

including, but not limited to, a volunteer, or an individual whose services are contributed by the Recipient or Third Party Participant as an in-kind contribution toward the cost sharing requirements of the Recipient's Underlying Agreement.

(ii) Forced labor means labor obtained by recruitment, harboring, transportation, provision, or other means of obtaining of a person for labor or services through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

(iii) Private entity means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25, and includes a for-profit organization, or a nonprofit organization, including any nonprofit organization of higher education, hospital, or tribal organization other than one included in the definition of Indian Tribe at 2 CFR § 175.25(b).

(iv) Severe forms of trafficking in persons has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102. 23

(v) Commercial sex act has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102.

(vi) Coercion has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102.

(3) *Provisions Applicable to All Recipients.* The Recipient agrees to, and assures that its Subrecipients will:

(i) Provide Information. Inform FTA immediately of any information it receives from any source alleging a violation of the prohibitions listed in section 4(f)(4) of this Master Agreement; and

(ii) Subagreement Provision. Include the following provision in any subagreement it enters into with A private entity as defined above in section 4(f)(2)

(iii) of this Master Agreement:

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

Engage in severe forms of trafficking in persons during the period of time that the Recipient's award is in effect, Procure a commercial sex act during the period of time that

the Recipient's Award is in effect, or Use forced labor in the performance of the Recipient's Award or subagreements thereunder.

(4) *Provisions Applicable to a Private Entity Recipient.* If the Recipient is a private entity, it agrees that:

(i) Prohibitions. It, its employees, its Subrecipients, and its Subrecipients' employees that participate in the Underlying Agreement will not:

(A) Engage in severe forms of trafficking in persons during the period of time that the Recipients Underlying Agreement is in effect;

(B) Procure a commercial sex act during the period of time that the Recipient's Underlying Agreement is in effect; or

(C) Use forced labor in the performance of the Recipient's Underlying Agreement or sub agreements.

(ii) Termination of Federal Assistance. Section 106(g) of the TVPA, as amended, 22 U.S.C. § 7104(g), and U.S. OMB regulatory guidance, "Award Term for Trafficking in Persons," 2 CFR Part 175,

provide FTA the right to unilaterally terminate the Underlying Agreement for a violation of that act without penalty to the Federal Government, if FTA determines that the private entity Recipient or its Subrecipient:

(A) Has violated a prohibition described above in section 4(g)(4)(i) of this Master Agreement;

or

(B) Has an employee whose conduct is determined to have violated a prohibition described above in section 4(g)(4)(i) of this Master Agreement because that employee's conduct is either:

a. Associated with the performance of the Recipient's Underlying Agreement; or

b. Imputed to the Recipient or Subrecipient using the standards of due process for conduct of an individual to an organization provided in:

- (i) U.S. DOT regulations, “Nonprocurement Suspension and Debarment, 2 CFR Part 1200; or
- (ii) U.S. OMB regulatory guidance, “Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),” 2 CFR Part 180.

(5) *Provisions Applicable to a Recipient That is Not a Private Entity.* A Recipient that is not a private entity agrees that section 106(g) of the TVPA, as amended, 22 U.S.C. § 7104(g), and U.S. OMB regulatory guidance, “Award Term for Trafficking in Persons,” 2 CFR Part 175, provides FTA the right to unilaterally terminate the Underlying Agreement, without penalty to the Federal Government, for a violation of that Act if FTA determines that:

- (i) A private entity that is the Subrecipient of the Recipient is determined to have engaged in severe forms of trafficking in persons during the period of time that the Recipient’s Underlying Agreement is in effect; procured a commercial sex act during the period of time that the Recipient’s Underlying Agreement is in effect; or used forced labor in the performance of the Recipient’s Underlying Agreement or sub agreements thereunder; or
- (ii) An employee of a private entity that is the Subrecipient has engaged in severe forms of trafficking in persons during the period of time that the Recipient’s Underlying Agreement is in effect; procured a commercial sex act during the period of time that the Recipient’s Underlying Agreement is in effect; or used forced labor in the performance of the Recipient’s Underlying Agreement or subagreements thereunder, and whose conduct described above is associated with the performance of the Recipient’s Underlying Agreement; or is imputed to the Subrecipient using the standards for due process to impute the conduct of an individual to an organization as provided in U.S. OMB regulatory guidance, “Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),” 2 CFR Part 180, and U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 CFR Part 1200.

(6) *Remedies Other Than Termination of Federal Assistance.* The Recipient agrees that FTA’s right to terminate federal assistance as provided in the TVPA and in sections 4(f)(4)(ii) and 4(f)(5) are in addition to all other remedies for noncompliance available to the Federal Government under this Master Agreement.

28. FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

(1) *Transactions Prohibited.*

- (i) The Recipient agrees that, prior to entering into any Third-Party Agreement with any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, the Recipient will obtain from the prospective Third Party Participant a certification that the Third Party Participant—
 - (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.
- (ii) If the prospective Third-Party cannot certify, the Recipient agrees to refer the matter to FTA and not to enter into any Third Party Agreement with the Third Party Participant without FTA’s written approval.

(2) *Flow-Down.* The Recipient agrees to require all Third Party Participants to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

APPENDIX III

BUY AMERICA CERTIFICATION

Instructions: Bidder to complete the Buy America Certification listed below. Bidder shall certify **EITHER COMPLIANCE OR NON-COMPLIANCE (not both)**. This Certification MUST BE submitted with the Bidder's bid response.

Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it **will meet** the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661 and any amendments thereto.

Signature _____

Company Name _____

Title _____

Date _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it **cannot comply** with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Signature _____

Company Name _____

Title _____

Date _____

Special Note: Make sure you have signed only one of the above statements – either Compliance OR Non-Compliance (not both).

Build America Buy America Act Certifications

In addition to the aforementioned Buy America Requirements, the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. No. 117-58 that includes the Build America, Buy America Act ("the Act") Pub. L. No. 117-58, §§ 70901-58, specifically §70914 of the Act, requires the following Buy America preference:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. All manufacturer products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufacturer product that are mined, produced or manufactured in the United States is greater than 55 percent (55%) of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established in applicable law or regulation.
3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States (IIJA §70912(2) and (6)(B)(ii)).

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

DEFINITIONS

"Construction materials" include an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives – that is or consists primarily of:

- Non-ferrous metals;
- Plastic and polymer-based products (including polyvinylchloride, composite building materials and polymers used in fiber optic cables);
- Glass (including optic glass);
- Lumber; or
- Drywall.

"Domestic content procurement preference" means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

"Infrastructure" includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

“Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States.

Flow Down Requirements - The Buy America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

1. Provisions for resolution of disputes, breaches, or other litigation.

Authority – FTA Master Agreement FY2020 at Section 39(b)(1)-(2). Applicability – all contracts

If a current or prospective legal matter that may affect the Federal Government emerges, the Contractor must promptly notify the Authority. The Contractor must include a similar notification requirement in its subcontracts 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.

Flow Down Requirements - The Contractor must include a similar notification requirement in its subcontracts at every tier for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

The Made in America Office of the OMB has established evidentiary recommendations to substantiate compliance with BABAA. The following instructions present those requirements allowing the designated parties to provide tailored certifications of their compliance to the specifics of the iron, steel, manufactured products, or construction materials under consideration.

INSTRUCTIONS FOR SUBMITTING A **BABAA COMPLIANCE CERTIFICATION**

Notes to User: Following are instructions to enable the “Contractor,” “Subcontractor,” “Seller,” Or “Material Supplier,” to produce a valid certification of compliance with Build America, Buy America Act domestic preference requirements. A certification should be provided to the Owner and Agency.

The following are to be carried out by an individual(s) with the necessary knowledge of the composition, fabrication and pricing of all Iron, Steel, Manufactured Products, and Construction Materials installed on the project.

BABAA Compliance Certification Checklist:

Step 1: Preparation The “Contractor,” “Subcontractor,” “Seller,” Or “Material Supplier,” should collect country-of-origin information on all the materials and components of products. For those elements and items not satisfying the BABAA requirement, separate requests for BABAA waivers must be submitted.

Step 2: Assemble the Data Create a table containing the country-of-origin for all materials and components of products employed in the project. Immediately below the material and product country-of-origin table, place the authorized and knowledgeable individual(s) signatory space and date over their printed name(s). Below each signature should appear the title of the certifying individual(s), the company’s name, and the

contact information including a telephone number and email address at which the individual(s) may be reached.

Step 3: Documentation Prepare a document, either paper or electronic, on the letterhead of the company titled "BABAA Compliance Certification". Include the RUS project designation in the second line. Then insert the following statement:

I hereby certify that to the best of my knowledge and belief all Iron, Steel, Manufactured Products, and Construction Materials installed on this project by my company and by any and all subcontractors and suppliers for this project comply with the Build America, Buy America Act (BABAA) requirements of the Infrastructure Investment and Jobs Act of 2021 (Pub. L. 117- 58, §§ 70901-70953), or are the subject of a waiver approved by the Secretary of Agriculture or designee.

Step 4: Compilation The information tabulated in step 2, Assemble the Data, for all materials and components of products employed in the project should then be inserted.

Step 5: Certifying After compiling all information and documentation, each certifying individual(s) provides wet signature and date.