JEFFERSON PARISH
DEPARTMENT OF PURCHASING

CYNTHIA LEE SHENG
PARISH PRESIDENT

MEGAN GRANTHAM
DIRECTOR

November 13, 2026

ADDENDUM #1

Bid Event No.380 **Bid Event Opening: 12/03/2026 @ 2:00 p.m.**

Purchase 5,000 -lb Capacity Diesel – Powered Pneumatic Tire Forklifts for the Jefferson Parish Department of Transit Administration

CLARIFICATION:

Please discard previous specification sheet and reference the attached Revised per Addendum 1 Specification sheet.

Sincerely,

Donna Evans

Donna M. Evans Purchasing Specialist II
Jefferson Parish Purchasing Department

Bidders must acknowledge all addenda on the bid form. Bidder acknowledges receipt of this addendum on the bid form by indicating the addendum number listed above. Failure to list each addenda number on the bid form will result in bid rejection.

This addendum is a part of the contract documents and modifies the original bidding documents and specifications. The contents of this addendum shall be included in the contract documents. Changes made by this addendum shall take precedence over the documents of earlier date.

JEFFERSON PARISH TRANSIT
Purchase 5,000-Lb. Capacity Diesel-Powered Pneumatic Tire Forklifts
Bid Event No. 380

Section 1.0- Scope

Jefferson Parish Transit is soliciting competitive bids for the purchase and delivery of **two (2) new 5,000-lb. capacity, diesel-powered, pneumatic-tire forklifts** for use in Transit operations and maintenance activities.

The forklifts shall be new, unused, current production, and shall meet or exceed all specifications and requirements listed herein.

The reference model is **Hyundai Model 25D-9V or Equal**. References to a specific manufacturer or model are intended to establish the required level of quality, performance, configuration, and functionality. An equivalent product may be considered provided the bidder demonstrates that the proposed equipment meets or exceeds all stated requirements.

Section 2.0- Minimum Bid Specifications

The forklifts shall meet or exceed the following minimum requirements:

Specification	Minimum Requirement
Equipment Type	New diesel-powered pneumatic-tire forklifts
Rated Capacity	Minimum 5,000 lbs.
Load Center	24 inches
Reference Model	Hyundai 25D-9V or Equal
Maximum Lift Height	Approximately 186 inches
Overall Lowered Height	Approximately 85 inches
Free Lift	Approximately 46 inches
Engine	Hyundai HDI Diesel Engine or Equal
Transmission	Single-speed transmission
Steering	Hydrostatic power steering
Drive/Steer Tires	Solid pneumatic tires; single drive and steer configuration
Fork Length	42 inches
Brakes	Internal wet-disc brakes
Seat	Deluxe Grammer driver's seat or equal
Seat Belt	Safety orange seat belt
Steering Wheel	Adjustable steering wheel with steering wheel spinner knob

Emergency Shutoff	Emergency power cutoff switch
Backup Alarm	Required
Warning Light	Amber strobe light
Operator Safety	Operator Presence Safety System
Fuse/Relay Protection	Water and dustproof fuse and relay box cover
Front Lighting	Halogen headlights
Rear Lighting	LED rear combination stop/turn signal lights
Rear Visibility	Panoramic rear-view mirror
Display	Minimum 5.6-inch LCD color monitor
Speedometer	Digital speedometer
Load Indicator	Non-trade legal load indicator/scale
Pitch Indicator	Machine pitch indicator
Roll Indicator	Machine roll indicator
Mast Indicator	Mast tilt degree indicator

2.1- HYDRAULIC SYSTEM

The forklifts shall be equipped with:

1. Side-shift as well as in and out attachment capability.
2. Dual internal hose reeving.
3. Provisions for a fourth hydraulic function.
4. Factory-installed fourth hydraulic valve.
5. Hydraulic components shall be protected from damage during normal operation.

2.2- MAST AND LIFT REQUIREMENTS

The forklifts shall provide, at a minimum:

- 5,000-lb. rated lifting capacity at a 24-inch load center.
- Approximately 186-inch maximum lift height.
- Approximately 85-inch lowered height.
- Approximately 46-inch free lift.
- Mast tilt degree indicator.
- Machine pitch indicator.
- Machine roll indicator.

The bidder shall provide manufacturer's published specifications verifying the proposed forklifts' lifting capacity, load center, mast configuration, lift height, lowered height, and free-lift capability.

2.3- SAFETY REQUIREMENTS

The forklifts shall be equipped with all applicable manufacturer-standard safety equipment and shall include, at a minimum:

- Operator Presence Safety System.
- Safety orange seat belt.
- Emergency power cutoff switch.
- Backup alarm.
- Amber strobe warning light.
- Panoramic rear-view mirror.
- Mast tilt degree indicator.
- Machine pitch indicator.
- Machine roll indicator.
- Load indicator that is clearly identified as **non-trade legal**.
- Adequate lighting for safe operation.
- Water- and dust-resistant protection for electrical fuse and relay components.

All equipment shall comply with applicable federal, state, and local safety requirements and applicable OSHA requirements.

2.4- TIRES AND FORKS

The forklifts shall be furnished with:

- Solid pneumatic tires suitable for heavy-duty industrial/transit operations.
- Single-drive and single-steer configuration.
- Minimum 42-inch forks.
- Forks shall be suitable for the rated 5,000-lb. capacity at the specified load center.

2.5- OPERATOR COMPARTMENT

The operator compartment shall include:

- Deluxe Grammer driver's seat or equal.
- Safety orange seat belt.
- Adjustable steering wheel.
- Steering wheel spinner knob.
- Digital speedometer.
- Minimum 5.6-inch LCD color monitor.
- Operator Presence Safety System.

- Emergency power cutoff switch.
- Panoramic rear-view mirror.

2.6- ELECTRICAL AND LIGHTING

The forklifts shall include:

- Halogen headlights.
- LED rear combination stop/turn signal lights.
- Amber strobe warning light.
- Water and dustproof fuse and relay box cover.
- Emergency power cutoff switch.

Section 3.0- WARRANTY

The forklifts shall be provided with a minimum comprehensive warranty covering the forklifts and its components for a period of three (3) years or 4,000 operating hours, whichever occurs first. The warranty may be provided through the manufacturer, dealer, or bidder and shall be consistent with the manufacturer's standard warranty terms and conditions. Equivalent or greater warranty coverage will be acceptable.

The bidder shall clearly identify:

- Warranty duration.
- Warranty hour limitations.
- Components covered.
- Components excluded.
- Labor coverage.
- Travel/service call coverage.
- Warranty claim procedures.
- Any applicable deductible or restrictions.

Any manufacturer's warranty exceeding the minimum requirements shall be identified in the bid.

Section 4.0-FREIGHT AND DELIVERY

The successful lowest bidder shall be responsible for the complete delivery of the forklifts to the designated Jefferson Parish Transit locations: 90 1st street Gretna La 70053 & 118 David Dr. Metairie La 7001.

Bid prices shall include all freight, shipping, handling, packaging, insurance, and delivery charges necessary to deliver the equipment FOB Destination to **Jefferson Parish Transit location**. No additional freight, shipping, handling, or delivery charges will be permitted after

award. Title and risk of loss shall remain with the successful bidder until delivery and acceptance by the Agency.

Section 6.0 -DOCUMENTATION

The successful bidder shall provide Jefferson Parish Transit with all applicable operator and maintenance documentation, including:

- Operator's manual.
- Maintenance/service manual or electronic equivalent.
- Parts information.
- Warranty documentation.
- Recommended preventive maintenance schedule.
- Factory safety information.
- Load capacity information.
- Applicable inspection documentation.

The successful lowest bidder shall provide basic operator orientation/training upon delivery at no additional cost to Jefferson Parish Transit.

Section 7.0- Bidders; Compliance

Apparent low bidder within 10 days of bid opening shall provide a completed specification compliance statement identifying whether the proposed forklifts **meet, exceeds, or does not meet** each minimum specification.

If an "Equal" model is proposed, the bidder shall provide sufficient manufacturer's documentation to demonstrate equivalency.

Failure to provide requested documentation may result in the bid being considered non-responsive.

Section 8.0- BRAND/MODEL

The specified reference equipment is:

Hyundai Model 25D-9V or Equal

Equivalent equipment will be considered if the proposed equipment meets or exceeds the minimum requirements contained in these specifications.

Jefferson Parish Transit reserves the right to determine whether a proposed equal product is functionally and technically equivalent to the specified equipment.

Section 9.0- LOUISIANA DEALER'S LICENSE

In accordance with LA RS 32:1254 et seq and LA RS 38:2212.8, a Louisiana State Dealer's License is required. All bidders must provide a copy of their valid Louisiana Dealer's License with their bid submission. Failure to submit this copy will result in bid rejection.

Section 10.0- EXCEPTIONS AND DEVIATIONS

The bidder shall specifically identify any exception, deviation, substitution, or variance from these specifications.

A bidder's failure to identify an exception shall be interpreted as the bidder's certification that the proposed equipment complies with the applicable specification.

Section 11.0- BID SUBMITTALS

Each apparent low bidder within 10 days of Bid opening shall submit the following with its bid:

- Manufacturer name.
- Model number.
- Complete equipment specification sheet.
- Engine manufacturer and model.
- Rated lifting capacity.
- Load center.
- Mast configuration and lift height.
- Overall lowered height.
- Free-lift height.
- Fork dimensions.
- Tire specifications.
- Hydraulic system specifications.
- Warranty information.
- Local service facility information.
- Delivery schedule.
- Pricing for the complete forklifts.
- Any additional charges, fees, freight, delivery, or installation costs.

- Completed specification compliance statement.
- Any exceptions or deviations from these specifications.

- Federal Clauses- Must be signed and submitted before contract execution

    - Debarment/Suspension Certification
    - Certification of Restrictions on Lobbying
    - Acknowledgement of Required Federal Clauses and Certifications
    - Non-Collusion Form
    - Contractor General Certifications

DEBARMENT/SUSPENSION CERTIFICATION

Debarment:

Federal Executive Order (E.O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your proposal. Information on debarment is available at the following websites: www.sam.gov and https://acquisition.gov/far/index.html see section 52.209-6.

Your signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

_____

(Name and Title of proposer's official)

_____

(Name of proposer/company)

_____

(Address)

_____

(Address)

PHONE_____FAX_____

EMAIL_____

_____Signature_____Date

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I,_____,hereby certify on
(name and title of proposer's official)

behalf of_____that:

(name of proposer)

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(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 is 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.

Executed this_____ day of_____ , 2025

By_____

_____

(signature of authorized official)

_____

(title of authorized official)

Acknowledgement of Required Federal Clauses and Certifications

The Master Agreement between the Jefferson Parish Department of Transit Administration (JPTA) and the Federal Transportation Administration (FTA) has specific provisions that are passed on to all third-party contractors including, but not limited to, Civil Rights, Nondiscrimination, Affirmative Action/Equal Employment Opportunities, Disadvantaged Business Enterprise, Debarment and Suspension, and all applicable federal regulations. These provisions and all applicable appendices of the Agreement are herein incorporated by reference and made a part of this contract.

Signed:

_____

Authorized Signing Official

_____

Date

APPLICABILITY OF THIRD-PARTY FEDERAL CONTRACT PROVISIONS

CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY UNDER FEDERAL AWARDS REQUIRED BY APPENDIX II TO 2 CFR §200

No.	PROVISION	Professional Services/A&E	Operations/ Management	Rolling Stock Purchases	Construction	Materials & Supplies
1	No Federal Government Obligations to Third Parties (by Use of a Disclaimer)	All	All	All	All	All
2	Program Fraud and False or Fraudulent Statements and Related Acts	All	All	All	All	All
3	Access to Records and Reports	All	All	All	All	All
4	Changes to Federal Requirements	All	All	All	All	All
5	Civil Rights and Equal Opportunity	All	All	All	All	All
6	Disadvantaged Business Enterprises (DBEs)	All	All	All	All	All
7	Incorporation of FTA Terms	All	All	All	All	All
8	Safe Operation of Motor Vehicles	All	All	All	All	All
9	Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment	All	All	All	All	All
10	Resolution of Disputes, Breaches, or Other Litigation	Exceeds Simplified Acquisition Threshold	Exceeds Simplified Acquisition Threshold	Exceeds Simplified Acquisition Threshold	Exceeds Simplified Acquisition Threshold	Exceeds Simplified Acquisition Threshold

11	Termination	>$10,000 if 49 CFR Part 18 applies.	>$10,000 if 49 CFR Part 18 applies.	>$10,000 if 49 CFR Part 18 applies.	>$10,000 if 49 CFR Part 18 applies.	>$10,000 if 49 CFR Part 18 applies.
12	Special EEO Provision for Construction Contracts				>$10,000 if 49 CFR Part 18 or 19 indicate that DOL EEOC regs at 41 CFR Chap 60 apply.	
13	Government-Wide Debarment and Suspension	>$25,000	>$25,000	>$25,000	>$25,000	>$25,000
14	Notice to FTA and U.S. Inspector General of Fraud, Waste, or Abuse, or Other Legal Matters	>$25,000	>$25,000	>$25,000	>$25,000	>$25,000
No.	**PROVISION**	**Professional Services/A&E**	**Operations/ Management**	**Rolling Stock Purchases**	**Construction**	**Materials & Supplies**
15	Lobbying	>$100,000	>$100,000	>$100,000	>$100,000	>$100,000
16	Buy America			>$150,000	>$150,000	>$150,000
17	Clean Air	>$150,000	>$150,000	>$150,000	>$150,000	>$150,000
18	Clean Water	>$150,000	>$150,000	>$150,000	>$150,000	>$150,000
19	Cargo Preference			For property transported by ocean vessel.	For property transported by ocean vessel.	For property transported by ocean vessel.
20	Fly America	For foreign air transport or travel.	For foreign air transport or travel.	For foreign air transport or travel.	For foreign air transport or travel.	For foreign air transport or travel.
21	Construction Employee Protections – Davis- Bacon Act				>$2,000 (including ferries)	
22	Construction Employee Protections – Contract Work Hours & Safety Standards Act		>$100,000	>$100,000	>$100,000 (including ferries)	

23	Construction Employee Protections – Copeland Anti-Kickback Sections 1 and 2				All (Section 1) >$2,000 (Section 2)	
24	Bonding for Construction Activities				>$250,000	
25	Seismic Safety	A&E for new buildings & additions			new buildings	
26	Non-Construction Employee Protections – Contract Work Hours & Safety Standards Act	>$100,000	>$100,000	>$100,000		>$100,000
27	Transit Employee Arrangements		Transit Operations			
28	Charter Service Operations		All			
29	School Bus Operations		All			
30	Drug and Alcohol Testing		Transit Operations			
31	Patent Rights and Rights in Data	Research & Development				
No.	**PROVISION**	**Professional Services/A&E**	**Operations/ Management**	**Rolling Stock Purchases**	**Construction**	**Materials & Supplies**
32	Energy Conservation	All	All	All	All	All
33	Recycled Products		EPA-selected items $10,000 or more annually		EPA-selected items $10,000 or more annually	EPA-selected items $10,000 or more annually
34	Conformance with ITS National Architecture	ITS Projects	ITS Projects	ITS Projects	ITS Projects	ITS Projects
35	Access for Individuals with Disabilities	All	All	All	All	All
36	Assignability Clause	All	All	All	All	All

37	Bus Testing			All		
38	Buy America – Rolling Stock			>$150,000		
39	Pre-Award and Post-Award Audits of Rolling Stock			>$150,000		
40	Federal Motor Vehicle Safety Standards (FMVSS)			>$150,000		
41	Veterans Preference				>$150,000	
42	Transit Vehicle Manufacturer (TVM) Certifications			ALL		

FEDERAL PROVISIONS, REQUIRED CLAUSES, AND CERTIFICATIONS

The following federal clauses and provisions are incorporated by reference in any contract resulting from this procurement issued by JPTA. Some clauses apply to all contracts, while some only apply to certain activities or dollar thresholds. The application of each clause is included in the following summary of applicable clauses and certifications.

These procurement provisions and required contract clauses are in addition to other General Terms and Conditions, Special Terms and Conditions, Bidding or Proposal Procedures, and Bid or Proposal Forms that may also be incorporated by reference in any contract. Some provisions and clauses require the Bidder or Proposer to execute and submit certain required certifications with the bid or proposal. Failure to execute and submit required certifications with the bid or proposal documents may render a bid or proposal non-responsive.

1. No Federal Government Obligation to Third Parties

(Applies to all contracts)

JPTA and the 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 JPTA, the 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 FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

2. Program Fraud and False or Fraudulent Statements and Related Acts

31 U.S.C. 3801-3812 et seq., 49 CFR Part 31, 18 U.S.C. 1001, 49 U.S.C. 5307, 49 USC § 5323(I)

(Applies to all contracts)

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. § 5307, the Government reserves the

right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) 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.

3. Access to Records and Reports

(Applies to all contracts)

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. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to the performance of this contract as reasonably may be required. The Contractor also agrees to permit FTA and its contractors' access to the sites of performance under this contract as reasonably may be required.

The Contractor agrees to comply with the record retention requirements in accordance with 2 CFR 200.333. The Contractor shall maintain all books, records, accounts, and reports required under this Contract for a period of 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.

4. Changes to Federal Requirements

(Applies to all contracts)

The 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 JPTA and FTA, as they may be amended or promulgated from time to time during the term of this contract. The contractor's failure to comply shall constitute a material breach of this contract.

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

5. Civil Rights and Equal Opportunity

(Applies to all contracts)

JPTA is an Equal Opportunity Employer (EEO). As such, it agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, JPTA 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.

Upon entering into a contract with JPTA, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof:

a. **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.

b. **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, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e. 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.

c. **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.

d. **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.

6. Disadvantaged Business Enterprise (DBE)

49 CFR Part 26

(Applies to all contracts)

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.* It is the policy of JPTA to practice nondiscrimination based on race, color, sex, or national origin in the award and administration of all DOT-assisted contracts. JPTA's DBE Program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement.

b. The Contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as JPTA deems appropriate, which may include, but not be 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 under 49 CFR 26.13(b).

c. The Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work within ten (10) days after the Contractor's receipt of payment for that work from JPTA. In addition, the Contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed and accepted. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval by JPTA. This clause applies to both DBE and non-DBE subcontracts.

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

7. Incorporation of Federal Transit Administration (FTA) Terms

FTA Circular 4220.1F

(Applies to all contracts)

All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, as amended, are hereby incorporated by reference. The provisions in the Circular include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the contract provisions. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions.

The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any JPTA requests, which would cause JPTA to be in violation of the FTA terms and conditions.

8. Safe Operation of Motor Vehicles

23 U.S.C. Part 402, Executive Order 13043, Executive Order 13513, U.S. DOT Order 3902.10

(Applies to all contracts)

The Safe Operation of Motor Vehicles provisions 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.

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- A-60 rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or JPTA.

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 Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

9. Prohibition on Certain Telecommunications and Video Surveillance Services and Equipment

2 CFR Part 200.216

(Applies to all contracts)

a. The prohibition on certain telecommunications and video surveillance services or equipment applies to all federally funded third-party contracts. JPTA is prohibited from using federal 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 use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

b. As described in Public Law 115-232, section 889, “Covered telecommunications equipment or services” is:

1. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities)

2. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

3. Telecommunications or video surveillance services provided by such entities or using such equipment.

4. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

c. The Contractor or subcontractor shall not provide covered telecommunications equipment or services in the performance of this contract.

10. Resolution of Disputes, Breaches or Other Litigation

49 CFR Part 18, FTA Circular 4220.1F

(Applies to all contracts over the Simplified Acquisition Threshold, currently $250,000)

BREACH OF CONTRACT: The successful bidder shall be deemed in breach of contract if the successful bidder: fails to comply with any terms of the contract; fails to cure such noncompliance within five (5) calendar days from the date of written notice from JPTA or such other timeframe, greater than five (5) calendar days, specified in the notice; fails to submit a written response to the notification from JPTA within five (5) calendar days after the date of the notice. All notices under the contract shall be submitted by email and followed up with a hard copy by certified mail, return receipt request, to the person specified in the notice.

The successful bidder shall not be in breach of the contract as long as its default was due to causes beyond the reasonable control of and occurred without any fault or negligence on the part of both the successful bidder and its subcontractors. Such causes may include, but not be limited to: acts of God or of the public enemy, acts of JPTA in its sovereign capacity, fires, floods, epidemics, strikes, freight embargoes, and unusually severe catastrophic weather (e.g., hurricane).

DISPUTES.

Claims. Written notice of the Contractor to file a claim must be given at the time of the occurrence or beginning of the work upon which the claim is based. Such claims, whether for money or other relief, shall be submitted in writing to the Director or designee no later than sixty (60) days after final payment. The Executive Director or designee shall give written notification of the final decision on such claim to the Contractor within thirty (30) days of the date the claim was received. The Contractor may not institute legal action before receiving the final written decision unless the Director or designee fails to render such decision within the specified time. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

Claims Relief. Under certain circumstances beyond the control of the Contractor, such as acts of God, sabotage, and fire or explosion not caused by negligence of the Contractor or its agent, JPTA's Director or designee may extend the time limit for performance required by the Contract. Any such extension must be issued in writing and signed by the Director and ratified by Council.

11. Termination

2 CFR §200.339, 2 CFR part 200 Appendix II (B)

(Applies to all contracts over $10,000 total value if 49 CFR Part 18 applies)

Subject to the provisions below, the Authority upon thirty (30) days advance written notice to the other party, may terminate the contract. Upon receipt of a notice of termination, the Contractor shall cease all work underway on behalf of the Authority unless advised by the Authority to do otherwise. In the event of termination, Contractor shall be compensated only for the services as set forth in the contract provided to the satisfaction of the Authority and expenses incurred as of the date of termination. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

a. Termination for Convenience: In the event that the contract is terminated upon request and for the convenience of the Authority, without the required thirty (30) days advance

notice, then the Authority shall be responsible for payment of services up to the termination date.

b. Termination for Cause: Termination by the Authority for cause, default, or negligence on the part of the Contractor shall be excluded from the foregoing provision and termination costs, if any shall not apply. However, pursuant to the Default paragraph of these General Conditions, the Authority may hold the Contractor responsible for any resulting additional purchase and administrative costs. Any payment due to the Contractor at the time of termination may be adjusted to the extent of any additional costs occasioned to the Authority by reason of the Contractor's default. The thirty (30)days advance notice requirement is waived in the event of Termination for Cause.

c. Termination Due to Unavailability of Funds in Succeeding Fiscal Years: When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled.

12.Special EEO Provisions for Construction Contracts

(Applies to all contracts over$10,000 total value if 49 CFR Part 18 or 19 indicate that DOL EEOC regulations at 41 CFR Chapter 60 apply)

For activities determined by the U.S. Department of Labor (U.S. DOL) to qualify as "construction," the Contractor agrees to comply and assures the compliance of each subcontractor at any tier of the Project, with all applicable equal employment opportunity requirements of U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 *et seq.*, which implement Executive Order No. 11246 "Equal Employment Opportunity," as amended by Executive Order No. 11375,"Amending Executive Order No.11246",relating to Equal Employment Opportunity,"42 U.S.C. §2000(e), and also with any Federal laws, regulations, and directives affecting construction undertaken as part of the Project.

13.Government-WideDebarmentandSuspension 2 CFR Part 180 and 1200; 2 CFR § 200.213; 2 CFR part 200 Appendix II(I); Executive Order 12549; Executive Order 12689

(Applies to all contracts and subcontracts at any tier expected to equal or exceed $25,000, or any contractor subcontract at any tier for federally required audit).

This contract is a covered transaction for purposes of 2 CFR Part 1200, which adopts and supplements the provisions of U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-Wide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are not excluded or disqualified as defined at 2 CFR 180.940,180.935 and 180.945. The Contractor is required to comply with 2 CFR part 180, Subpart C, supplemented by 2 CFR part 1200, and must include the requirement to comply with 2 CFR 180, Subpart C in any lower tier covered transaction.

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 JPTA. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to JPTA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 CFR part180, Subpart C, as supplemented by 2 CFR part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

JPTA will use the System for Award Management (SAM) before entering into any contracts and review the Excluded Parties List System in SAM to verify if any third-party contractor is on the excluded list.

14.Notice to FTA And U.S .Inspector General of Fraud, Waste, or Abuse, or Other Legal Matters

(Applies to all contracts and subcontracts at any tier expected to equal or exceed $25,000, or, any contract or subcontract at any tier for federally-required audit)

If a current or prospective legal matter that may affect the Federal Government emerges, the Contractor must promptly notify JPTA, which will promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which JPTA is located. The Contractor must include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

− 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.

− 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 between the FTA and JPTA, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

Additional Notice to U.S. DOT Inspector General. The Contractor must promptly notify JPTA, which will promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which JPTA is located, if the Contractor 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 with JPTA involving a principal, officer, employee, agent, or Third Party Participant of the Contractor. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Contractor. In this paragraph, “promptly” means to refer information without delay and without change. This notification provision applies to all divisions of the Contractor, including divisions tasked with law enforcement or investigatory functions.

15. Lobbying

31 U.S.C. § 1352, 2 CFR § 200.450, 2 CFR part 200 Appendix II (J), 49 CFR Part 20

(Applies to any contract or subcontract in excess of $100,000)

All contractors will be required to submit a certification with the following language, as found in 49 CFR part 20, Appendices A and B:

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.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

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 subrecipients shall certify and disclose accordingly.

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

16. Buy America

49 U.S.C. § 5323(j), 49 CFR Part 661; 49 U.S.C. 5323(j)(2)(C), 49 CFR 661.11

(Applies to all purchases of steel, iron, or manufactured products over $ 150,000. There are additional Buy America provisions for rolling stock)

The Bidder/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. A-17. The Bidder/Contractor must submit to JPTA the appropriate Buy America certification below with its bid. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

Requirements for rolling stock are set out in 5323(j)(2)(C) and 49 CFR 661.11, which provide that Federal funds may not be obligated unless rolling stock is manufactured in the United States and have a seventy percent (70%) domestic content.

These regulations require, as a matter of responsiveness, that the Bidder or Contractor submit to JPTA the appropriate Buy America certification with all bids where FTA funds are provided, except those subject to a general waiver or less than $150,000. Bids or offers that are not accompanied by a completed Buy America certification will be deemed nonresponsive.

17. Clean Air

42 U.S.C. § 7401 – 7671q, 33 U.S.C § 1251-1387, 2 C.F.R. part 200; Appendix II (G)

(Applies to any contract or subcontract in excess of $150,000)

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q. The Contractor agrees to not use any violating facilities and to report the use of prohibited facilities or facilities that are on or likely to be placed on the U.S. EPA “List of Violating Facilities.” The Contractor will report violations of use of prohibited facilities to FTA and 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).

18. Clean Water

33 U.S.C. 1251-1387

(Applies to any contract or subcontract in excess of $150,000)

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 through

1387. The Contractor agrees to not use any violating facilities and to report the use of prohibited facilities or facilities that are on or likely to be placed on the

U.S. EPA “List of Violating Facilities.” The Contractor shall report any violations to the FTA and the appropriate EPA Regional Office.

19. Cargo Preference Requirements

46 U.S.C. § 55305, 46 CFR, Part 381

(Applies to any contract in which equipment, materials or commodities are transported by ocean vessel)

The contractor agrees:

− 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;

− 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

− 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.

20. “Fly America” Requirements

49 U.S.C. § 40118, 41 CFR Part 301-10; 48 CFR 47.4

(Applies to any contract which involves transportation of persons or property by air between the U.S. and a place outside of the U.S.)

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub-recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of personnel (and their personal effects) or property, to the extent such service is available. In the event that a contractor selects a carrier other than a U.S.-flag carrier for international air transportation, the

Contractor shall submit an appropriate statement or memorandum explaining why service by a U.S. Flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements.

The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

21. Davis-Bacon Act

49 U.S.C. § 5333(a)

(Applies to all prime construction, alteration, or repair contracts over $2,000)

JPTA shall place a copy of the current prevailing wage determination in the solicitation. The decision to award a contract will be conditioned upon the acceptance of the wage determination.

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 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.

22. Contract Work Hours and Safety Standards Act (Construction)

40 U.S.C. §§ 3701 – 3708; 29 CFR Part 5

(Applies to all contracts in excess of $100,000 that involve the employment of mechanics or laborers)

The Contractor shall comply with the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 - 3708*.,* as supplemented by DOL regulations at 29 C.F.R. Part 5.

Overtime Requirements – The Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek. 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.

Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth herein, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States

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 the clause set forth in paragraph (1) of this section, 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 40 hours without payment of the overtime wages required.

Withholding for unpaid wages and liquidated damages - JPTA 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 the clause set forth herein.

Subcontracts - 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 section.

23. Copeland Anti-Kickback Act (Sections 1 and 2)

18 US Code 874; 40 USC 3145; 29 CFR 3 and 5

(Applies to all construction contracts, Section 1, and all prime construction, alteration, or repair contracts over $2,000, Section 2)

> **Section 1.** The Contractor shall induce by force, intimidation, threat of dismissal from employment, or by any other manner, any person employed in the construction or repair of public buildings or public works that are financed in whole or in part by the United States, to give up any part of the compensation to which he or she is otherwise entitled.
>
> **Section 2.** The Contractor shall submit a weekly statement of compliance to JPTA with respect to the wages paid each employee performing covered work during the preceding week.

24. Bonding Requirements (Construction)

(Applies to all construction or facility improvement contracts or subcontracts exceeding Simplified Acquisition Threshold, currently $250,000)

The FTA may accept the bonding policy and requirements of JPTA if it is determined that the Federal interest is adequately protected. If JPTA has not proposed alternate bonding requirements and a such a determination has not been made, the following minimum requirement apply:

Bid Bond Requirements

Bidders shall furnish a bid guaranty in the form of a bid bond, or certified treasurer's or cashier's check issued by a responsible financial institution, be issued by a fully qualified surety company acceptable to JPTA and made payable to JPTA. The amount of such guaranty shall be equal to five percent (5%) of the bid price. The bid guarantee is an assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

In submitting this bid, it is understood and agreed by bidder that JPTA reserves the right is to reject any and all bids, or part of any bid, and it is agreed that the bid may not be withdrawn for a period of ninety (90) days subsequent to the opening of bids, without the written consent of Recipient.

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of its bid within ninety

(90) days after the bid opening without the written consent of JPTA or refuse or be unable to enter into this contract, he shall forfeit his bid guaranty to the extent of JPTA's damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security thereof.

It is further understood and agreed that to the extent the defaulting bidder's bid guaranty shall prove inadequate to fully recompense JPTA for the damages occasioned by default, then the undersigned bidder agrees to indemnify JPTA and pay over to JPTA the difference between the bid guaranty and JPTA's total damages, so as to make JPTA whole.

Performance Bond Requirements

A Performance Bond in the amount of one hundred percent (100%) of the contract value is required by JPTA to secure fulfillment of all the contractor's obligations under the contract.

JPTA may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. JPTA may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

Payment Bond Requirements

A Payment Bond in the amount of one hundred percent (100%) of the contract value is required by JPTA to assure payment as required by law of all persons supplying labor and materials in execution of the work under the contract. The bond may be issued by a fully qualified surety company acceptable to JPTA and made payable to JPTA.

25. Seismic Safety Requirements

42 U.S.C. 7701 et seq., 49 CFR Part 41, Executive Order 12699

(Applies to any contract for construction of or addition to a building)

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 Seismic Safety Regulations 49 CFR 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.

26. Contract Work Hours and Safety Standards Act – Not Involving Construction

(Applies to any non-construction contract exceeding $100,000)

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.

Any records maintained under this section 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.

27. Public Transit Employee Protective Arrangements

(Applies to all contracts for transit operations)

The Contractor agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b) ("13(c)"):

U.S. DOL Certification. Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.

Special Warranty. When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will

provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.

Special Arrangements. The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

28. Charter Bus Operations

(Applies to all contracts for operations and management)

The contractor agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(d);
2. FTA regulations, "Charter Service," 49 C.F.R. part 604;
3. Any other federal Charter Service regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

The contractor agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

1. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;
2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or
3. Any other appropriate remedy that may apply.

The contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

29. School Bus Operations

(Applies to all contracts for operations and management)

The contractor agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 605, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(f);
2. FTA regulations, “School Bus Operations,” 49 C.F.R. part 605;
3. Any other Federal School Bus regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

If Contractor violates this School Bus Agreement, FTA may:

1. Bar the Contractor from receiving Federal assistance for public transportation; or
2. Require the contractor to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities.

The Contractor should include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

30. Drug and Alcohol Testing

49 U.S.C. § 5331, 49 CFR Part 655 and Part 40

(Applies to Contractors Performing Safety-Sensitive Functions in Transit Operations)

FTA provides three options for JPTA to work with the Contractor to implement an effective drug and alcohol testing program. JPTA may modify the options below in determining the best approach for an effective testing program.

Option 1

The Contractor agrees to participate in JPTA’s drug and alcohol program established in compliance with 49 CFR Part 655.

Option 2

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 655, produce any documentation necessary to establish its compliance with Parts 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the Louisiana Department of Transportation and Development (LADOTD), or JPTA, to inspect the facilities and records

associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 655 and review the testing process. The Contractor agrees further to certify annually its compliance with Parts 655 before (insert date). To certify compliance the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

Option 3

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 655, produce any documentation necessary to establish its compliance with Parts 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the Louisiana Department of Transportation and Development (LADOTD), or JPTA, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 655 and review the testing process. The Contractor agrees further to certify annually its compliance with Parts 655 before (insert date). To certify

compliance the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

The Contractor agrees further to [Select a, b, or c] (a) submit before (insert date or upon request) a copy of the Policy Statement developed to implement its drug and alcohol testing program; OR (b) adopt (insert title of the Policy Statement the recipient wishes the contractor to use) as its policy statement as required under 49 CFR 653 and 654; OR (c) submit for review and approval before (insert date or upon request) a copy of its Policy Statement developed to implement its drug and alcohol testing program. In addition, the contractor agrees to: (to be determined by the recipient but may address areas such as: the selection of the certified laboratory, substance abuse professional, or Medical Review Officer, or the use of a consortium).

31. Patent Rights and Rights in Data

37 CFR Part 401, 49 CFR Parts 18 and 19, 2 CFR part 200 Appendix II (F)

(Applies ONLY to research projects in which FTA finances experimental, developmental, or research work)

This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant JPTA intellectual property access and licenses deemed necessary for the work performed under this contract and in accordance with the requirements of 37 C.F.R. part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by FTA or U.S. DOT. The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Agreement and shall, at a minimum, include the following restrictions: Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part,

or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution.

The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.

Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.

The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

32. Energy Conservation

42 U.S.C. § 6321 et seq., 49 CFR Part 622, subpart C

(Applies to all contracts)

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan for the State of Louisiana , which is issued in compliance with the Energy Policy and Conservation Act.

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

33. Recycled Products

42 U.S.C. § 6962, 40 CFR Part 247, 2 CFR part 200.322

(Applies to all contracts and subcontracts for items designated by the EPA, where the purchase price exceeds $10,000 or the value of the quantity acquired during the previous fiscal year exceeded $10,000.)

The Contractor agrees to provide a preference, consistent with maintaining a satisfactory level of competition, 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 (RCRA), as amended (42 U.S.C. 6962), and U.S. EPA's "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 CFR Part 247.

34. Conformance with National Intelligent Transportation Systems (ITS) Architecture

(Applies to contracts funded in whole or in part by the Highway Trust Fund)

All ITS projects shall be based on a system engineering analysis. The systems engineering analysis shall include, at a minimum:

1. Identification of portions of the regional ITS architecture being implemented;

2. Identification of participating agencies' roles and responsibilities;

3. Requirements definitions:

4. Analysis of alternative system configurations and technology options to meet requirements;

5. Analysis of financing and procurement options;

6. Identification of applicable ITS standards and testing procedures; and

7. Procedures and resources necessary for operations and management of the system.

The final design of all ITS projects shall accommodate the interface requirements and information exchanges as specified in the regional ITS architecture.

All ITS projects shall use applicable ITS standards and interoperability tests that have been officially adopted through rulemaking by US DOT.

35. Access Requirements for Individuals with Disabilities

49 U.S.C. § 5301(d); 49 CFR part 27; 28 CFR Part 36

(Applies to all contracts)

The Contractor agrees to comply with the requirements of 49 U.S.C. § 5301(d) which states the Federal policy that the elderly and persons with disabilities have the same right as other persons to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Contractors also agrees to comply with all applicable provisions of Section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C.

§ 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq*., which requires that accessible facilities and services be made available to persons with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C.

§§ 4151, *et seq*., which requires that buildings and public accommodations be accessible to individuals with disabilities. In addition, the Contractor agrees to comply with all applicable Federal regulations and directives and any subsequent amendments thereto, except to the extent the Federal Government determines otherwise in writing, as follows:

(1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37;

(2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27;

(3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38;

(4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35;

(5) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36.

(6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 CFR Subpart 101-19;

(7) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630;

(8) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 CFR Part 64, Subpart F;

(9) U.S. Architectural and Transportation Barriers Compliance Board regulations, “Electronic and Information Technology Accessibility Standards.” 36 CFR Part 1194;

(10) FTA regulations, "Transportation of Elderly and Handicapped Persons," 49 CFR Part 609; and

(11) Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

36. Assignability Clause

(Applies to all contracts)

Any public agency (i.e., city, district, public authority, public agency, municipality, and other political subdivision or any FTA-funded entity) shall have the option of participating in any award made as a result of this proposal at the same prices, terms, and conditions. JPTA reserves the right to assign all or any portion of the products or services awarded under this Contract including

option quantities. This assignment, should it occur, shall be agreed to by JPTA and the contractor. Once assigned, each agency will enter into its own contract and be solely responsible to the contractor. JPTA's right of assignment will remain in force until completion of the contract to include options, whichever occurs first. JPTA shall incur no financial responsibility in connection with contracts issued by another public agency. The public agency shall accept sole responsibility for placing orders or payments to the Contractor.

37. Bus Testing

49 U.S.C. 5318(e), 49 CFR Part 665

(Applies to any contract for the acquisition or lease of any new bus model, or any bus model with a major change in configuration or components)

The Contractor agrees to comply with the Bus Testing requirements under 49 U.S.C. 5318(e) and FTA's implementing regulation at 49 C.F.R. Part 665 to ensure that the requisite testing is performed for all new bus models or any bus model with a major change in configuration or components, and that the bus model has achieved a passing score. Upon completion of the testing, the contractor shall obtain a copy of the bus testing reports from the operator of the testing facility and make that report(s) publicly available prior to final acceptance of the first vehicle by the recipient.

38. Buy America - Rolling Stock

(Applies to any contract for the acquisition of rolling stock)

Requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11 and provide that federal funds may not be obligated unless rolling stock is manufactured in the United States and have a seventy percent (70%) domestic content. These regulations require, as a matter of responsiveness, that the Bidder or Contractor submit to JPTA the appropriate Buy America certification with all bids where FTA funds are provided, except those subject to a general waiver or less than $150,000. Bids or offers that are not accompanied by a completed Buy America certification will be deemed non-responsive.

39. Pre-Award and Post-Delivery Audits of Rolling Stock Purchases

49 U.S.C. § 5323, 49 CFR Part 663

(Applies to any contract for the acquisition of rolling stock)

The Contractor agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. part 663. The Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. The Contractor agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 C.F.R. part 663 and related FTA guidance.

40. Federal Motor Vehicle Safety Standards (FMVSS),

49 CFR Part 500

(Applies to any contract for the purchase of vehicles)

The Contractor (whether manufacturer or dealer) certifies that the vehicles to be supplied under the contract shall conform to all applicable Federal Motor Vehicle Safety Standards of the U.S. Department of Transportation, National Highway Traffic Safety Administration, and are certified by installation of the required certification plate.

41. Veterans Preference

49 CFR Part 5325 (K)

Veterans Employment. As provided by 49 U.S.C. § 5325(k):

a. To the extent practicable, Contractor agrees that it:

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

b. Contractor also assures that its sub-contractor will:

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

42. Transit Vehicle Manufacture (TVM) Certifications,

49 CFR Part 26

49 CFR §26.49 Consultant must submit to JP Transit a certification from each transit vehicle manufacture that desires to bid or propose upon a DOT-assisted transit vehicle procurement that it has complied with the requirements of 49 CFR §26.49. JP Transit may, however, with FTA approval, establish project-specific goals for DBE participation in the procurement of transit vehicles in lieu of complying through the overall goalsetting procedures.

Buy America Certification

Buy America

The contractor agrees to comply with 49 U.S.C. 5323G) 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. 5323G)(2)(C) and 49 C.F.R. § 661.11.

The offeror must submit to Jefferson Transit [Recipient] the appropriate Buy America certification below with its 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. 53230)(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 ce1tifies that it cannot comply with the requirements of 49 U.S.C. 5323G), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 53230)(2), as amended, and the applicable regulations in 49 C.F.R. § 661.7.

Date:.....
Signature:_____
Company:_____
Name:.....
Title:.....

NON-COLLUSION FORM

By submission of this proposal, the Offeror_____,certifies
Name of Offeror

that (s)he is_____of_____
Title Name of Firm

under penalty of perjury, affirms:

1. The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offerer or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Offerer and will not knowingly be disclosed by the Offerer prior to opening, directly or indirectly, to any other Offerer or to any competitor; and
3. No attempt has been made or will be made by the Offerer to induce any other person, partnership or corporation to submit or not submit a proposal for the purpose of restricting competition.
4. The proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, organization or corporation.
5. Each person signing the proposal certifies that:
   a. He is the person in the Consultant's organization responsible within that organization for the decision as to prices being offered in the proposal and that he has not participated and will not participate in any action contrary to (1-4] above; or
   b. He is not the person in the Consultant's organization responsible within that organization for the decision as to prices being offered in the proposal but that he has been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated, and will not participate, in any action contrary to (1-4) above, and that as their agent, does hereby so certify; and that he has not participated, and will not participate in any action contrary to (1- 4) above.

CONTRACTOR GENERAL CERTIFICATIONS

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

(1) The Proposer and its Subcontractors are not in arrears to the Jefferson Parish Department of Transit Administration and or any of the named Procuring Agencies upon debt or contract and are not a defaulter, as surety or otherwise, upon any obligation to the Jefferson Parish Department of Transit Administration and or any of the named Procuring Agencies.

(2) No officer or employee or person whose salary or compensation for services is or has been payable in the past two (2) years in whole or in part from the Jefferson Parish Department of Transit Administration is or shall be or become interested directly or indirectly in this proposal or in the award or performance of the contract for the supplying of the aforesaid, and other related items, or in any portion of the profits or price therefore.

(3) The Proposer complies with mandatory standards and polices relating to energy efficiency in compliance with the Federal Energy Policy and Conservation Act (42 U.S.C. § 6321 *et* seq.).

The Contractor,_____,certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any.

Signature of Contractor's Authorized Official:

_____

Name and Title of Contractor's Authorized Official:

_____

Date: _____