Harbor Transit

440 N Ferry Street
Grand Haven, MI 49417

REQUEST FOR PROPOSAL (RFP) Project # 2027-01

Propane Fueling Station Infrastructure

Plan of Activities:	**Date**
Request for Proposal Issued	October 26, 2026,
Deadline for Questions	November 4, 2026, 12:00 Noon
Answers to Questions Posted	November 9, 2026
Virtual Pre-Proposal Meeting (not required)	October 30, 2026, 11:00 am
Submissions Due	December 9, 2026
Award of RFP (if awarded)	January 28, 2027
Contract Start Date (if awarded)	Upon Notice to Proceed

PROPOSALS MUST BE RECEIVED BY DUE DATE – LATE PROPOSALS WILL NOT BE CONSIDERED.

Project Manager:
Scott Borg
sborg@harbortransit.org

Harbor Transit Multi-Modal Transportation System
ATTN: Scott Borg
440 North Ferry St
Grand Haven, MI 49417
(616) 842-3220 ext. 8

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PUBLIC NOTICE

Harbor Transit Multi-Modal Transportation System

REQUEST FOR PROPOSALS (RFP) FOR

Propane Fueling Station Infrastructure

Date Issued: 10/26/2026

Deadline: Wednesday, December 9, 2026, 4:00 pm ET

The Harbor Transit Multi-Modal Transportation System ("Harbor Transit") is issuing a Request for Proposal (RFP) from qualified vendors for a New Stand-Alone Propane Fueling Station Infrastructure.

Questions or requests for clarification regarding the proposal will be accepted via email only until **Wednesday, November 4, 2026 @ 12:00PM (ET)** to procurement@harbortransit.org via email. Answers to submitted questions will be posted on **Monday, November 9, 2026,** at harbortransit.org for all interested proposers to review prior to submitting proposals.

Proposals shall consist of the original and two additional copies of the following:

1) A cover letter with the Proposer's company, contact name, address, website, phone, and email.
2) A signed Certification Regarding Debarment & Suspension.
3) A signed Acknowledgement for Terms & Conditions and Required FTA Clauses.
4) A signed Certification Regarding Lobbying.
5) Buy America Certificate
6) A signed Tax Liability and Recent Felony Convictions Certification.
7) A signed Vendor Certification That It Is Not an "Iran Linked Business"
8) A completed Pricing Proposal Sheet that must include breakdowns for all associated costs.
9) A bid guarantee equal to five percent (5%) of the total proposal price.
10) A list of proposed subcontractors, identifying any certified DBE firms
11) Three (3) references of similar served provided in the past five (5) years; and
12) Material/Product specifications.
13) Proof of Insurance.
14) A completed Bidders List Information Form from the Proposer and from each subcontractor that submitted a bid to the Proposer for this project (Section 7).

The successful Proposer shall acknowledge receipt of and compliance with all applicable FTA Contract Clauses. The full RFP is found at harbortransit.org.

Sealed bids must be clearly labeled on the outside Stand-Alone Propane Fueling Infrastructure Proposal and submitted to: Scott Borg, Transportation Director, 440 North Ferry Street, Grand Haven, Michigan 49417, by **the deadline of 4:00 pm (ET), Wednesday, December 9, 2026.** Late proposals will be rejected.

Proposals are irrevocable for a period of ninety (90) days from the proposal due date and shall not be withdrawn, modified, or altered after the proposal due date. In the event of default by the selected vendor, HARBOR TRANSIT may accept an alternate proposal from a responsible Proposer. HARBOR TRANSIT reserves the right to accept or reject any and all bids, to waive irregularities/informalities in the bids received, or to rebid.

Contract shall be awarded to the responsible Proposer whose proposal is most advantageous to Harbor Transit, with price and other factors considered, using the criteria listed under Section 3 of this RFP. This is a construction contract. A bid guarantee and performance and payment bonds are required (see Section 2), and Davis-Bacon prevailing wage requirements apply (see Section 5). DBE vendors are encouraged to submit proposals.

HARBOR TRANSIT is an Equal Employment Opportunity (EEO) organization.

SECTION 1:
PROJECT DESCRIPTION (SCOPE) AND SUMMARY OF REQUIREMENTS

BACKGROUND INFORMATION:

Harbor Transit Multi-Modal Transportation System (Harbor Transit) is a small urban transit system that has operated demand response service since 1975. Currently, Harbor Transit serves the communities of City of Grand Haven, City of Ferrysburg, Grand Haven Charter Township, Village of Spring Lake, and Spring Lake Township.

Harbor Transit has a fleet of twenty-nine revenue vehicles. The location of the Fueling Station Infrastructure will be located at 14623 172nd Avenue Grand Haven, MI 49417.

PROJECT DESCRIPTION (SCOPE)

Harbor Transit is currently accepting proposals for a new propane fueling infrastructure at Harbor Transit's New Bus Operations Center located at 14623 172nd Ave Grand Haven, MI 49417.

PRE-PROPOSAL MEETING

A virtual pre-proposal meeting is scheduled for Friday, October 30, 2026, 2026 at 11:00 am, et Click here to join the meeting. **Microsoft Teams meeting**

Join:

https://teams.microsoft.com/meet/243178636654459?p=6eubE2ZzZj2mVqQQSJ

Meeting ID: 243 178 636 654 459

Passcode: Eq7ru7Jo

SUMMARY OF REQUIREMENTS

The awarded contractor shall:

Propane Fueling Infrastructure System (New Installation)

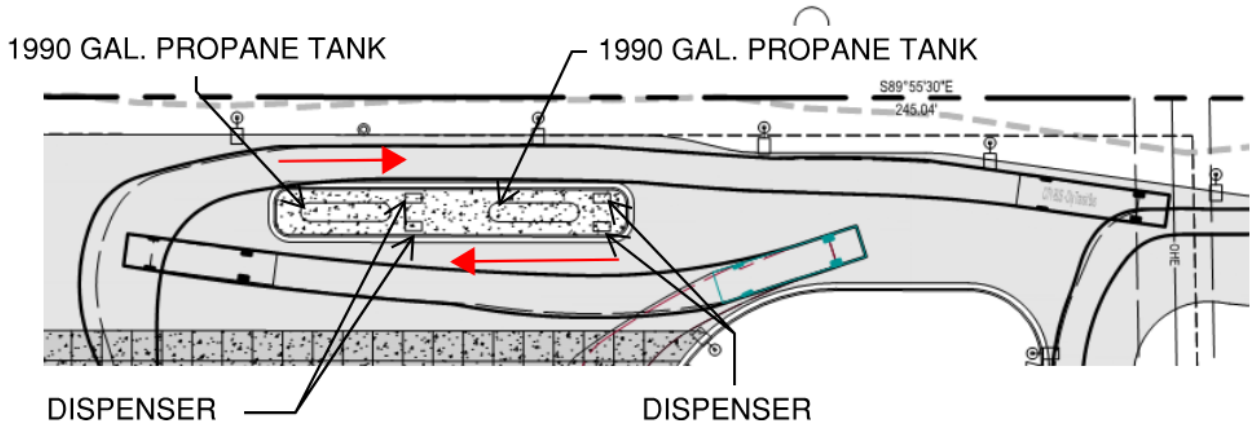
The selected contractor shall furnish, deliver, install, test, and commission a complete, fully operational **new propane fueling infrastructure system** for transit fleet operations. The system shall include, at a minimum:

- Two (2) 1,990-gallon stationary aboveground propane storage tanks.
- Four (4) commercial-grade propane dispensers capable of delivering a minimum fueling rate of twelve (12) gallons per minute. Allowing four buses to fuel at the same time.
- Low-emission EURO-style dispensing nozzles at each fueling position.
- All associated mechanical, electrical, piping, pumping, controls, communications, and monitoring equipment required for a complete turn-key installation.
- Separate driver and bus identification and required odometer entry for each transaction.
- Warranty at a minimum of 12 months from written acceptance, including parts, labor, travel, and retesting.

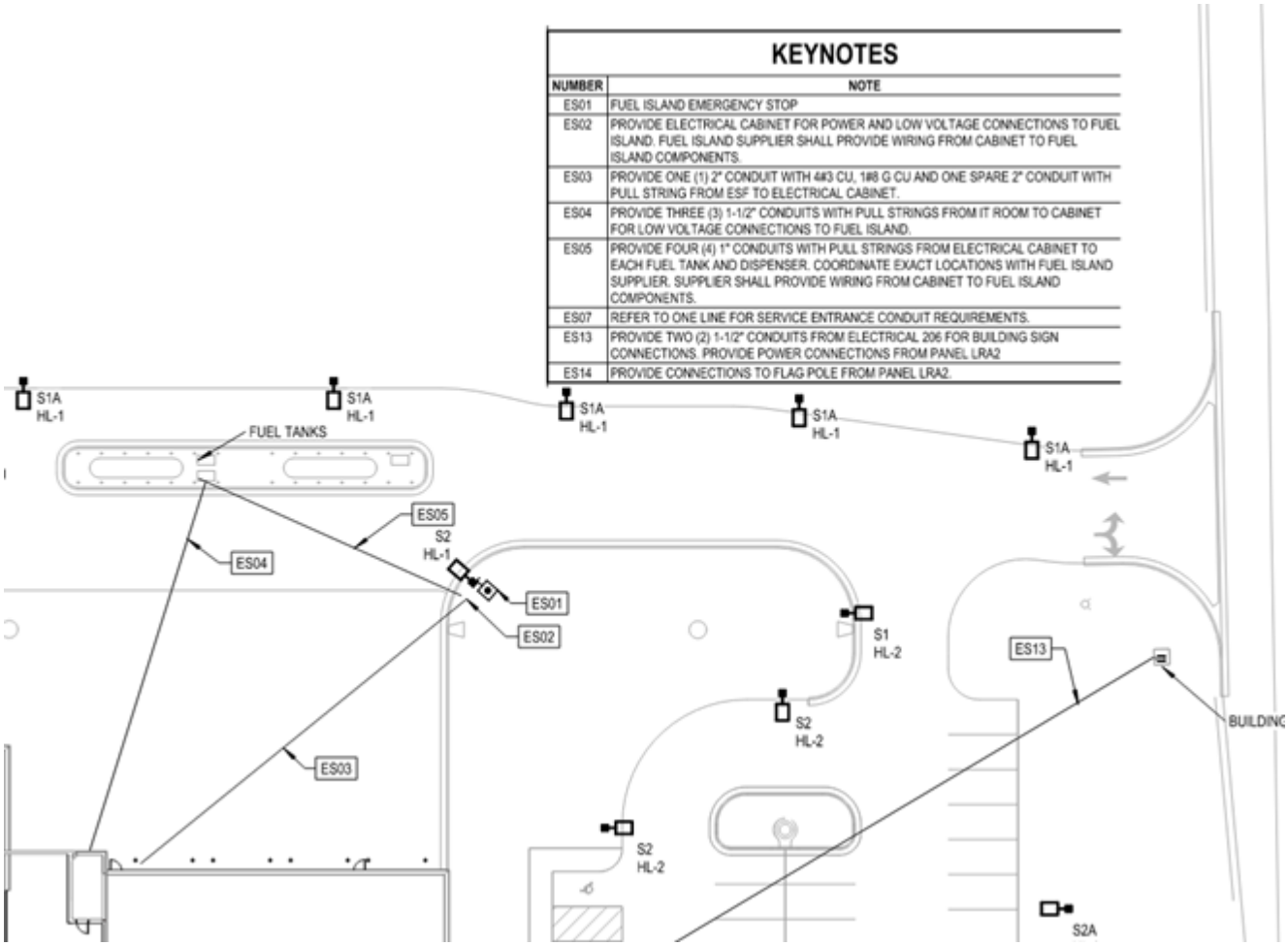
The contractor shall provide and install all required foundations for tank saddles, underground and aboveground piping, pumping units, hose retractors or hose protection systems, emergency shutdown devices, leak detection equipment, safety controls, signage, grounding and bonding systems, spill protection features, and approximately twenty-eight (28) six-inch steel bollards installed in accordance with applicable codes and manufacturer requirements.

The fueling system shall include an integrated fuel management and authorization system capable of controlling dispenser access and recording all fueling transactions.

1. The fueling station will be powered by electricity, including electrical connections from an outside source. Harbor Transit will provide concrete pads and curb and gutter, but only after the vendor has installed their foundations for the saddles. Installing contractors will be responsible for the design, furnishing and installation of subgrade supports and foundations for the fuel tanks, fuel pumps, and other miscellaneous equipment to complete the project.
2. Proposer will maintain responsibility for all technical and professional services required to obtain compliant, on-site fueling equipment including permit application, licenses, inspections, certifications and equipment, including Initial training and safety inspections to ensure all required safety measures and state, federal and local compliance regulations are satisfied. Initial training shall consist of two session(s) of approximately two hours each. Maintenance after the warranty period is not included in this scope.
3. Coordinate with Harbor Transit to facilitate installation on or before the New Operations Center is completed. (Expected completion date Q2 of 2027).
4. Fueling station must be able to support the fueling of two buses at same time on both sides of the island. (see picture below)



Electrical Site plan:



The Vendor has the responsibility to furnish, and the installation of power and data as required for the scope of work. Including but not limited to conductors, equipment connections to power sources. Pathways for power and data/low voltage will be provided. Any additional pathways will be the

responsibility of the installation contractor. The installation contractor shall be responsible for the design and will furnish, and installation of subgrade supports and foundations for fuel tanks, fuel pumps, and other equipment for a complete system.

RESPONSIBILITY MATRIX

The following table summarizes responsibilities stated in this RFP. Items marked "To be confirmed" will be clarified by addendum.

Work Item	Responsible Party
Furnish, deliver, install, test, and commission two (2) 1,990-gallon aboveground propane storage tanks, four (4) dispensers, EURO-style nozzles, and all associated mechanical, electrical, piping, pumping, controls, communications, and monitoring equipment	Contractor
Integrated fuel management and authorization system (driver and bus identification, odometer entry, transaction recording)	Contractor
Design and installation of subgrade supports and foundations for tank saddles, fuel pumps, and other equipment	Contractor
Underground and above ground piping, pumping units, hose retractors or hose protection systems	Contractor
Emergency shutdown devices, leak detection, safety controls, signage, grounding and bonding, spill protection	Contractor
Approximately twenty-eight (28) six-inch steel bollards, installed per applicable codes and manufacturer requirements	Contractor
Conductors and equipment connections to power sources; power and data as required for the scope of work	Contractor
Pathways for power and data/low voltage shown on the electrical site plan	Harbor Transit
Any additional pathways not shown on the electrical site plan	Contractor
Concrete pads and curb and gutter (after Contractor installs saddle foundations)	Harbor Transit
Trenching and site restoration	Contractor
Permits, licenses, inspections, and certifications	Contractor
Start-up safety inspection and initial training	Contractor
Warranty: minimum 12 months from written acceptance (parts, labor, travel, retesting)	Contractor

INSURANCE

1. The Contractor shall maintain such insurance as will protect it from claims under Workers' Compensation Acts and other employee benefit acts; from claims for damages because of bodily injury, including death, to its employees and all others and from claims for damages to property; any or all of which may arise out of or result from the Contractor's operations under the Contract, or from any subcontractor or anyone directly or

indirectly employed by either of them. This insurance shall be written for not less than the limits specified below. HTMMTS shall be named as additionally insured in respect to all liability insurance policies. All policies shall contain an endorsement that written notice shall be given to HTMMTS prior to termination, cancellation, or reduction in coverage in the policy. Certificates of such insurance shall be filed with HTMMTS prior to the start of the Contract. They can be emailed to procurement@harbortransit.org .

Type of Insurance		Limits category	Coverage Amounts
Commercial General Liability	Occur, General Aggregate Limit per Policy	Each occurrence	1,000,000
		Personal & Adv Injury	
		General Aggregate	2,000,000
		Products/Completed Ops	2,000,000
Automotive Liability		Combined Single Limit, Each Accident	1,000,000
Umbrella Liability	Occur	Each Occurrence	5,000,000
		Aggregate	5,000,000
Worker's Compensation Insurance		Each Accident	1,000,000
		Disease – Policy Limit	1,000,000
		Disease – Each Employee	1,000,000

Harbor Transit must be given thirty (30) days advance notice of any material change in the insurance policies.

List Harbor Transit Multi-Modal Transportation System and its board of directors, officers, employees, and agents shall be named as additional insureds. The successful vendor must furnish proof of insurance and license before beginning work.

The contractor will indemnify, and hold harmless Harbor Transit and its board directors, officers, employees, and agents from claims, actions, losses, and liabilities (including, but not limited to reasonable attorney fees and costs) arising out of or relating to the contract,

SECTION 2:
SUBMISSION INSTRUCTIONS

REQUEST FOR PROPOSAL REQUIREMENTS:

1. Sealed proposal must be received by 4:00 PM ET on December 9, 2026, Proposals received after the due date and time will not be considered.
2. This RFP does not commit Harbor Transit to award a contract.
3. Harbor Transit assumes no responsibility for errant bid delivery.
4. No facsimile proposals will be accepted. All bids must be submitted or mailed in a sealed envelope to:
   Harbor Transit
   ATTN: Scott Borg
   440 North Ferry.,
   Grand Haven, MI 49417
5. Questions, comments, or requests for clarification must be submitted in writing, By November 4, 2026, by 12:00 Noon ET.
6. Proposer agrees to and acknowledges all RFP specifications, terms, and conditions, and indicates ability to by submission of its bid.
7. Submitted proposals shall be valid for (90) days.
8. Complete, sign, and submit all forms and certifications listed on the Proposal Submittal Checklist in Section 7, including:
   a. Pricing Proposal Sheet
   b. Bid guarantee (5% of total proposal price)
   c. Certification Regarding Debarment and Suspension
   d. Certification Regarding Lobbying
   e. Buy America Certificate
   f. Acknowledgement Form for Terms and Conditions & FTA Required Clauses
   g. Tax Liability and Recent Felony Convictions Certification
   h. Vendor Certification That It Is Not an “Iran Linked Business”
   i. Proof of insurance
   j. Bidders List Information Form (Proposer and each subcontractor that submitted a bid to the Proposer)

BID GUARANTEE, PERFORMANCE BOND, AND PAYMENT BOND:

Bid Guarantee. Each proposal must include a bid guarantee equal to five percent (5%) of the total proposal price. The bid guarantee must be a bid bond, certified check, or other negotiable instrument, and is assurance that the Proposer will, upon acceptance of its proposal, execute the contract and furnish the required bonds within the time specified. A proposal submitted without a bid guarantee will be considered non-responsive. Bid guarantees of unsuccessful Proposers will be returned after award.

Performance Bond. The successful Proposer must furnish a performance bond for one hundred percent (100%) of the contract price within Tendays after the Notice of Intent to Award and before the contract is executed.

Payment Bond. At the same time, the successful Proposer must furnish a payment bond for one hundred percent (100%) of the contract price to assure payment, as required by law, of all persons supplying labor and material for the **work. Sureties.** Bonds shall be issued by a surety company authorized to do business in the State of Michigan and acceptable to Harbor Transit. Harbor Transit encourages bonds from sureties listed in U.S. Department of the Treasury Circular 570. Harbor Transit will not require that bonds be furnished by a particular bank or surety company.

SECTION 3:
EVALUATION OF PROPOSALS

SELECTION CRITERIA

Harbor Transit reserves the right to award the contract to a vendor other than that of the lowest price proposal and to select the most advantageous proposal representing the best value. Harbor Transit reserves the right to accept or reject any and all proposals. Harbor Transit reserves the right to award the contract on the basis of initial proposals without discussions, or to conduct discussions with Proposers whose proposals are within the competitive range. Proposals will be evaluated and a recommendation made to the Harbor Transit Authority Board.

Step 1 – Responsiveness and Responsibility (Pass/Fail). Each proposal will first be reviewed to confirm it includes every item on the Proposal Submittal Checklist, including the bid guarantee, the Buy America Certificate, and all signed certifications. Each Proposer will also be reviewed for responsibility, including business stability, financial capability, record of past performance, licensing, insurance, and ability to furnish the required bonds. These items are pass/fail and are not scored. Proposals that do not pass Step 1 will not be evaluated further.

Step 2 – Evaluation Criteria. Proposals that pass Step 1 will be evaluated using the following criteria, listed in descending order of importance. Cost will not account for more than fifty percent (50%) of the total evaluation.

1. Cost: the total Lump Sum Turnkey Price on the Pricing Proposal Sheet, which includes equipment, installation, permit, training, and fuel management system costs.
2. Management Capability and Experience: the Proposer's expertise and experience with similar propane fueling installations, its three (3) references, the qualifications of its key personnel, and—if requested—a listing of equipment that will be used to fulfill the contract. Harbor Transit reserves the right to inspect the Proposer's equipment before award.
3. Technical Approach: the material and product specifications submitted, how well the proposed system meets the Summary of Requirements in Section 1, and the proposed installation schedule.

Harbor Transit will make a recommendation to the Harbor Transit Board of Directors. Upon the Board's approval, Harbor Transit will send the selected Proposer a Notice of Intent to Award. Within Five days, the selected Proposer must return the signed contract documents, the performance bond, the payment bond, and certificates of insurance. The contract will be awarded when Harbor Transit executes it after receiving the required bonds. Work may not begin until Harbor Transit issues a written Notice to Proceed. Proposers not selected will be notified of Harbor Transit's selection.

SECTION 4:
TERMS AND CONDITIONS

DURATION OF PROJECT & AGREEMENT:

The project will commence per contracted term with Harbor Transit's Notice to Proceed.

CONTRACT CHANGES:

Additions, deletions or modifications to this project and agreement may be made only with written agreement between Harbor Transit and the selected firm.

DISPUTES:

Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under the agreement which is not disposed of by agreement shall be decided by Harbor Transit, which shall put its decision in writing and mail or otherwise furnish a copy to the firm. In connection with any appeal proceeding under this clause, the firm shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute thereunder, the firm shall proceed diligently in accordance with the project agreement and in accordance with Harbor Transit's decision.

This clause does not preclude consideration of law questions in connection with decisions provided for in this clause, provided that nothing in this agreement shall be construed as making final the decision of an administrative official, representative or board on a question of law.

INDEMNIFICATION:

The firm agrees to indemnify and hold Harbor Transit, its officers, agents, employees and /or trustees, harmless from and against any and all claims or causes of action brought against Harbor Transit and from any and all damages, losses, expenses, attorney fees, costs and liabilities sustained by the Harbor Transit arising out of any claimed defect in the goods and services provided by the firm. The firm's obligation under this paragraph shall include the obligation to indemnify and hold Harbor Transit harmless for negligence, whether active, passive, or concurrent, in the performance of Harbor Transit's duties and obligations pursuant to this project and agreement.

COVENANT AGAINST GRATUITIES:

The firm warrants that he/she has not offered or given gratuities (in the form of entertainment, gifts or otherwise) to any official or employee of Harbor Transit with a view toward securing favorable treatment in the awarding, amending, or evaluating this project and agreement.

ASSIGNABILITY RIGHTS:

The Contractor shall not assign this contract—wholly or in part—without the written consent of Harbor Transit. No assignment shall relieve the Contractor of any obligations under the contract.

LIABILITY INSURANCE:

The firm shall maintain such insurance as will protect it from claims under Worker's Compensation Acts and other employee benefit acts; from claims for damages because of bodily injury, including death, to its employees and all others and from claims for damages to property; any and all of which may arise out of result from the firm's operations under this agreement, or from any subcontractor or anyone directly or indirectly employed by either of them. Proposers shall provide proof of insurance with the submission of their proposal.

LISCENSING & PERMITTING:

The contractor shall be licensed. Additionally, the contractor awarded the project will be required to file any permitting, as required, for this project.

CONTRACT TERM:

The contract between Harbor Transit and the Contractor shall become effective upon signing and shall remain in force until at which time the contract has expired, or until terminated by Harbor Transit as provided herein. Harbor Transit reserves the unilateral right to terminate the contract at any time if the successful Contractor fails to meet requirements stated in this proposal.

The contract shall terminate absolutely and without further obligation at such time as appropriate and otherwise unobligated funds are no longer available to satisfy the obligations under this contract.

WRITTEN STANDARDS OF CONDUCT:

Harbor Transit employees, officers, agents, or other appointed agents acting on behalf of Harbor Transit's interest, immediate family members, and committee or Board members are prohibited from: participating in the selection, award, or administration of a contract supported by FTA funds if a conflict of interest, real or apparent is involved; and soliciting or accepting gifts, gratuities, favors or anything of consequential value from current or potential contractors or parties to sub agreements that could influence purchasing decisions. Harbor Transit employees or agents with a potential conflict of interest shall remove themselves from the procurement in question.

TAXES:

Harbor Transit is exempt from taxes; however, the Contractor shall pay all taxes required by law. Harbor Transit cannot exempt others from tax.

COMPLIANCE WITH LAWS:

The Contractor will comply with all State, Federal, and local laws and regulations.

CANCELLATION FOR CAUSE:

If either party refuses, fails, or is unable to perform or observe any of the terms or conditions of the contract for any reason, then the party claiming such failure shall give the other party a written notice of such

breach. If, within thirty (30) days from such notice, the failure has not been corrected, Harbor Transit may cancel the contract effective thirty (30) days after notice of cancellation.

Harbor Transit reserves the right to terminate the contract immediately in the event that the Contractor discontinues or abandons operations; is adjudged bankrupt or is reorganized under any bankruptcy law; or fails to keep in force any required insurance policies or bonds.

Failure of the contractor to comply with any section or part of the contract will be considered grounds for immediate termination of the contract by Harbor Transit without penalty to Harbor Transit. Harbor Transit shall pay for services rendered up to the point of termination.

Notwithstanding anything to the contrary contained in the contract between Harbor Transit and the successful contractor, Harbor Transit may, without prejudice to any other rights it may have, terminate the contract for convenience and without cause, by giving thirty (30) days written notice to the successful contractor. If the termination clause is used by Harbor Transit, the successful contractor will be paid by the Harbor Transit for all scheduled work completed satisfactorily by the successful contractor up to the termination date set forth in the written termination notice.

CONDITION OF MATERIALS:

It is understood and agreed that any materials delivered to or acquired by the Authority shall be new, of latest design, and in first quality condition, unless specified otherwise.

REJECTION OF SUBMISSIONS/CANCELLATION OF REQUEST FOR PROPOSALS:

Harbor Transit reserves the right to reject any or all proposals, to waive any irregularity or informality in a proposal, and to accept or reject any item or combination of items, when doing so would be to the advantage of Harbor Transit. It is also within the rights of Harbor Transit to reject proposals that do not contain all elements and information requested in this document. Harbor Transit reserves the right to cancel this Request for Proposals at any time. Harbor Transit will not be liable for any cost/losses incurred by the Contractors throughout this process, including reimbursement for any costs for the preparation of proposals in response to this RFP.

DISADVANTAGED BUSINESS ENTERPRISE (DBE), EEO AND NON-DISCRIMINATION:

Harbor Transit seeks and encourages DBE participation on projects and contracts that use federal funds that have an established DBE goal. Harbor Transit is an Equal Opportunity Employer, and does not discriminate on the basis of race, religion, color, sex, national origin, age, or disability. Proposers are required to disclose any subcontracts for this project that will be completed by certified DBE firms.

WRITTEN PROTEST PROCEDURES:

A written protest must clearly articulate the procedure or decision being protested and the reason(s) for the protest. Any interested party may file a protest with Harbor Transit upon one or more of the following grounds: (1) Harbor Transit has failed to comply with applicable Federal or State law; (2) Harbor Transit has failed to comply with its procurement procedures; (3) Harbor Transit has failed to comply with the terms of this solicitation; (4) Harbor Transit has issued improperly restrictive or discriminatory specifications.

Proposal protests must be made in writing (electronic submission of protests will not be accepted) and submitted to:

Harbor Transit
440 North Ferry St
Grand Haven, MI 49417

Protests alleging improprieties in this RFP must be received at least three (3) working days before the proposal due date. Protests of an award must be received within five (5) working days of the Harbor Transit Authority Board decision. The Executive Director or designee will review the written protest and provide a written response to the protestor.

The protestor can appeal Harbor Transit's decision/response to the Harbor Transit Authority Board, provided that the appeal is filed with the Executive Director or designee within ten (10) business days of Harbor Transit's decision.

In the event of an appeal, the Harbor Transit Authority Board will make the final decision on the protest. All protests will be forwarded to the Federal Transit Administration for its information.

PROJECT COORDINATION:

The Contractor shall employ and assign only qualified and competent personnel to perform any service or task involved in this project. The Contractor shall designate one such person as a Project Manager, and the Project manager shall be deemed to be the Contractor's authorized representative, who shall be authorized to receive and accept all communications from Harbor Transit. Harbor Transit shall name a Project Manager who shall be authorized to generate, receive, and accept communication as an authorized representative of Harbor Transit. Any work performed and/or goods purchased by the contractor and/or subcontractor outside the scope of work stated in the contract without the prior written approval from Harbor Transit's authorized Project Manager shall not be considered part of the contract and will be at risk and cost of the contractor. The Contractor hereby agrees to replace any personnel or sub-contractor, at no cost or penalty to Harbor Transit, if Harbor Transit determines that the performance of any sub-contractor or personnel is unsatisfactory.

ACCURACY OF WORK: The Contractor shall be responsible for the accuracy of the work performed and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by Harbor Transit will not relieve the Contractor of the responsibility for subsequent correction of errors, the clarification of any ambiguities, or the costs associated with any additional work caused by negligent acts, errors, or omissions by the Contractor or latent defects in the products sold by the Contractor.

APPROPRIATION OF FUNDS: The initial contract and any continuation contract(s) shall terminate immediately and at any such time as there are no appropriate and otherwise unencumbered funds available to satisfy Harbor Transit's obligations under said contract(s).

DRUG-FREE WORKPLACE: By submission of a Proposal, the Contractor certifies that the provisions "Drug-free Workplace Act, have been complied with in full. The Contractor further certifies that:

1. A drug-free workplace will be provided for the Contractor's employees during performance of the contract; and

2. Each Contractor who hires a sub-contractor to work in a drug-free workplace shall secure from that sub-contractor the following written certification:

3. As part of the subcontracting agreement with (Contractor's name), (Sub-contractor's name) certifies to the Contractor that a drug-free workplace will be provided for the sub-contractor's employees during the performance of this Contract pursuant to Paragraph (7) of Sub-section (b) of Code Section 50-24-3".

4. The Contractor further certifies that he will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

PAYMENT TERMS: Payment shall be made monthly, or at the end of each project, within 30 days of the submittal of a correct invoice for goods received or work performed. If applicable, expenses shall be billed at cost without markup and must be supported by actual receipts. Mileage and per diem rates, if applicable, shall not exceed the federal rates. Proposers may suggest other payment terms for consideration. Under no circumstances will payment be advanced prior to work or services provided.

PROMPT PAYMENT: The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from Harbor Transit. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors' work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of Harbor Transit. This clause applies to both DBE and non-DBE subcontracts.

Failure of the contractor to comply with this requirement is cause for breach of contract and will be settled according to the terms of the specific contract.

RFP CONSTITUTES BINDING CONTRACT:

The specifications, requirements and terms and conditions contained in this RFP will constitute a binding contract between the Proposer and Harbor Transit upon the acceptance of the Proposal by Harbor Transit. Any changes to the terms or requirements of this Contract must be documented in the Award of Contract/Notice to Proceed.

SECTION 5:

FEDERAL TRANSIT ADMINISTRATION REQUIRED CLAUSES

ACCESS TO RECORDS AND REPORTS

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

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

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

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

AMERICANS WITH DISABILITIES ACT(ADA)

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

BOND REQUIREMENTS

The Federal agency or pass-through entity may accept the recipient's or subrecipient's bonding policy and requirements for construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold. Before doing so, the agency or pass-through entity must determine that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(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 any required contractual documents within the specified timeframe.

(b) A performance bond on the contractor's part for 100 percent of the contract price. A performance bond is a bond executed in connection with a contract to secure the fulfillment of all the contractor's requirements under a contract.

(c) A payment bond on the contractor's part for 100 percent of the contract price. A payment bond is a bond executed in connection with a contract to assure payment as required by the law of all persons supplying labor and material in the execution of the work provided for under a contract.

It is also understood and agreed that if the bidder should withdraw any part or all of their bid within [90] days after the bid opening without the written consent of the Agency, or refuse or be unable to enter into this Contract as provided above, or refuse or be unable to furnish adequate and acceptable Performance and Payment Bonds, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, it shall forfeit its bid guaranty to the extent Agency's damages occasioned by such withdrawal, or refusal, or inability to enter into a Contract, 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 Agency for the damages occasioned by default, then the bidder agrees to indemnify Agency and pay over to Agency the difference between the bid guarantee and Agency's total damages so as to make Agency whole.

The bidder understands that any material alteration of any of the above or any of the material contained herein, other than that requested will render the bid unresponsive.

Performance Guarantee. A Performance Guarantee in the amount of 100% of the Contract value is required by the Agency to ensure faithful performance of the Contract. Either a Performance Bond or an Irrevocable Stand-By Letter of Credit shall be provided by the Contractor and shall remain in full force for the term of the Contract. The successful Bidder shall certify that it will provide the requisite Performance Guarantee to the Agency within ten (10) business days from Contract execution. The Agency requires all Performance Bonds to be provided by a fully qualified surety company acceptable to the Agency and listed as a company currently authorized under 31 C.F.R. part 22 as possessing a Certificate of Authority as described hereunder. Agency may require additional performance bond protection when the contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The Agency may secure additional protection by directing the Contractor to increase the amount of the existing bond or to obtain an additional bond.

If the Bidder chooses to provide a Letter of Credit as its Performance Guarantee, the Bidder shall furnish with its bid, certification that an Irrevocable Stand-By Letter of Credit will be furnished should the Bidder become the successful Contractor. The Bidder shall also provide a

statement from the banking institution certifying that an Irrevocable Stand-By Letter of Credit for the action will be provided if the Contract is awarded to the Bidder. The Irrevocable Stand-By Letter of Credit will only be accepted by the Agency if:

1. A bank in good standing issues it. The Agency will not accept a Letter of Credit from an entity other than a bank.
2. It is in writing and signed by the issuing bank.
3. It conspicuously states that it is an irrevocable, non-transferable, "standby" Letter of Credit.
4. The Agency is identified as the Beneficiary.
5. It is in an amount equal to 100% of the Contract value. This amount must be in U.S. dollars.
6. The effective date of the Letter of Credit is the same as the effective date of the Contract
7. The expiration date of the Letter of Credit coincides with the term of the contract.
8. It indicates that it is being issued in order to support the obligation of the Contractor to perform under the Contract. It must specifically reference the Contract between the Agency and the Contractor the work stipulated herein.

The issuing bank's obligation to pay will arise upon the presentation of the original Letter of Credit and a certificate and draft to the issuing bank's representative at a location and time to be determined by the parties. This documentation will indicate that the Contractor is in default under the Contract.

Payment Bonds. A Labor and Materials Payment Bond equal to the full value of the contract must be furnished by the contractor to Agency as security for payment by the Contractor and subcontractors for labor, materials, and rental of equipment. The bond may be issued by a fully qualified surety company acceptable to (Agency) and listed as a company currently authorized under 31 C.F.R. part 223 as possessing a Certificate of Authority as described thereunder.

BUY AMERICA REQUIREMENTS

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

Build America, Buy America Act. Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget's "Buy America Preferences for Infrastructure Projects," 2 CFR Part 184. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b). In accordance with 2 CFR § 184.2(a), the Recipient shall apply the standards of 49 CFR Part 661 to iron, steel, and manufactured products.

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

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

CARGO PREFERENCE REQUIREMENTS

The contractor agrees:

a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available. 46 U.S.C. § 55305, and U.S. Maritime Administration regulations, "Cargo Preference – U.S.-Flag Vessels," 46 CFR Part 381.

b. to furnish within 20 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 46 CFR § 381.7(a)(1) shall be furnished to both the recipient (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590; 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.

CHANGES TO FEDERAL REQUIREMENTS

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

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

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

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

Clean Air Act

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

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

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

Federal Water Pollution Control Act

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

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

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

CIVIL RIGHTS LAWS AND REGULATIONS

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

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

1 Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to:

a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation), disability, or age, and prohibits discrimination in employment or business opportunity.

b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, Title VI of the Civil Rights Act of 1964," 49 CFR Part 21, and 49 U.S.C. § 5332, prohibits discrimination in employment on the basis of race, color, religion, sex, or national origin.

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

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

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

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

1. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Equal Employment Opportunity. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, et seq.; and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements, without regard to their race, color, religion, national origin, or sex (including sexual orientation). In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and

prospective employees for reason of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA may issue.

4.Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

5. Federal Law and Public Policy Requirements. The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. Applicability: This requirement applies to all FTA grant and cooperative agreement programs.

b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II.

c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer 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.

d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such 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 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 forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The agency 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 in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of 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 paragraphs (1) through (4) of this section."

DAVIS BACON ACT AND COPELAND ANTI-KICKBACK ACT

For all prime construction, alteration or repair contracts in excess of $2,000 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.

DOMESTIC PREFERENCES FOR PROCUREMENTS

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

b. For purposes of this section:

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

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

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

DEBARMENT AND SUSPENSION

Debarment and Suspension (Executive Orders 12549 and 12689). A covered transaction (see 2 C.F.R. §§ 180.220 and 1200.220) must not be entered into with any party listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (31 U.S.C. § 6101 note, 51 Fed. Reg. 6370,) and 12689 (31 U.S.C. § 6101

note, 54 Fed. Reg. 34131), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Recipient agrees to include, and require each Third Party Participant to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant:

(1) Complies with federal debarment and suspension requirements; and

(2) Reviews the SAM at https://www.sam.gov, if necessary to comply with U.S. DOT regulations, 2 CFR Part 1200.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

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

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

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

(1) Withholding monthly progress payments;

(2) Assessing sanctions;

(3) Liquidated damages; and/or

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

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

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

ENERGY CONSERVATION

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

FLY AMERICA

a) Definitions. As used in this clause—
1) "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. 2) "United States" means the 50 States, the District of Columbia, and outlying areas. 3) "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencys, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

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

e) Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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

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

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

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

(3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

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

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

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

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

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

1) Procure or obtain covered telecommunications equipment or services;
2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

(b) As described in section 889 of Public Law 115-232, "covered telecommunications equipment or services" means any of the following:

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

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

(3) Telecommunications or video surveillance services provided by such entities or using such equipment;

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

(c) For the purposes of this section, "covered telecommunications equipment or services" also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

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

(e) When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.

(f) For additional information, see section 889 of Public Law 115-232 and 200.471.

PROMPT PAYMENT

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

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

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

RESTRICTIONS ON LOBBYING

Conditions on use of funds.

(a) No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification, that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.

(c) Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.

(d) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, whether that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.

(e) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form if that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.

Certification and disclosure.

(a) Each person shall file a certification, and a disclosure form, if required, with each submission that initiates agency consideration of such person for:

(1) Award of a Federal contract, grant, or cooperative agreement exceeding $100,000; or

(2) An award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding $150,000.

(b) Each person shall file a certification, and a disclosure form, if required, upon receipt by such person of:

(1) A Federal contract, grant, or cooperative agreement exceeding $100,000; or

(2) A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding $150,000,

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

(c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraphs (a) or (b) of this section. An event that materially affects the accuracy of the information reported includes:

(1) A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,

(3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(d) Any person who requests or receives from a person referred to in paragraphs (a) or (b) of this section:

(1) A subcontract exceeding $100,000 at any tier under a Federal contract;

(2) A subgrant, contract, or subcontract exceeding $100,000 at any tier under a Federal grant;

(3) A contract or subcontract exceeding $100,000 at any tier under a Federal loan exceeding $150,000; or,

(4) A contract or subcontract exceeding $100,000 at any tier under a Federal cooperative agreement,

Shall file a certification, and a disclosure form, if required, to the next tier above.

(e) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (a) or (b) of this section. That person shall forward all disclosure forms to the agency.

(f) Any certification or disclosure form filed under paragraph (e) of this section shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31, U.S. Code.

(g) For awards and commitments in process prior to December 23, 1989, but not made before that date, certifications shall be required at award or commitment, covering activities occurring between December 23, 1989, and the date of award or commitment. However, for awards and commitments in process prior to the December 23, 1989 effective date of these provisions, but not made before December 23, 1989, disclosure forms shall not be required at time of award or commitment but shall be filed within 30 days.

(h) No reporting is required for an activity paid for with appropriated funds if that activity is allowable under either subpart B or C.

SAFE OPERATION OF MOTOR VEHICLES

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

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

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.

SIMPLIFIED ACQUISITION THRESHOLD

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317–200.327. The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America’s eligibility and process requirements apply to any procurement in excess of $150,000. 49 U.S.C. § 5323(j)(13).

SOLID WASTES (RECOVERED MATERIALS)

(a) A Recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(b) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

Applies to States –

a. To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:

(1) The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;
(2) The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and
(3) The amount of federal assistance FTA has provided for a State Program or Project.

b. Documents - The State agrees to provide the information required under this provision in the following documents:

(1) applications for federal assistance,
(2) requests for proposals or solicitations,
(3) forms,
(4) notifications,
(5) press releases,
(6) other publications.

TERMINATION

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

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

Opportunity to Cure (General Provision)
The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

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

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

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

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

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

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

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

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

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

If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contact or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency.

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

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

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

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

VETERANS HIRING PREFERENCE

Veterans Employment - Construction contracts of Federal financial assistance shall ensure that contractors working on a capital project funded using such assistance give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would 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.

VIOLATION AND BREACH OF CONTRACT

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

Performance during Dispute:

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

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

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

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

OTHER RECOMMENDED CONTRACT REQUIREMENTS

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

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

FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

(1) The contractor certifies that it:

(a) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(b) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

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

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

SEVERABILITY

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

TRAFFICKING IN PERSONS

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

(a) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;

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

(c) Use forced labor in the performance of the Recipient's Award or subagreements thereunder.

SECTION 6:
FEDERAL TRANSIT ADMINISTRATION REQUIRED CERTIFICATIONS

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION AND OTHER RESPONSIBILITY MATTERS

As required by U.S. Department of Transportation regulations on Government and Suspension at 49 CFR 29.510, the Contractor certifies to the best of its knowledge and belief, that it and its principals:

(1) Are presently not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) transaction or contract under a public transaction; violation of Federal or state anti-trust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

(3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, state, or local) with the commission of any of the offenses listed in paragraph (2) of this certification.

(4) Have not within a three-year period preceding this contract had one or more public transactions (Federal, state, or local) terminated for cause of default.

The contractor certifies that if it becomes aware of any later information that contradicts the statements of paragraphs (1) through (4) above, it will promptly inform FTA. Should the contractor be unable to certify the statements of paragraphs (1) through (4) above, it shall acknowledge on its signature page and provide a written explanation to FTA.

_____
Signature of Authorized Individual

_____
Title

ACKNOWLEDGEMENT FORM FOR TERMS & CONDITIONS

I have received, read, understand, and agree to comply with the Terms & Conditions and the Required FTA Clauses included in the Harbor Transit's Request for Proposal (RFP) for Propane and Fuel Infrastructure that was issued October 26, 2026.

I understand that failure to acknowledge or comply with any of these terms, conditions, or requirements will deem our firm unresponsive to this RFP or result in our default of the contract after its execution.

Date: _____

Printed Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Name of Firm: _____

Address, City, State: _____

CERTIFICATION REGARDING LOBBYING

(Applies to all contracts and subcontracts of $100,000 or more at any tier under a federal grant.)

As required by U.S. Department of Transportation regulations restricting lobbying at 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, the undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, or 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 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.C. 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.

Signature of Contractor's Authorized Official _____

Name & Title of Contractor's Authorized_____

Date_____

SECTION 7:
ADDITION REQUIRED FORM(S)

BIDDERS LIST INFORMATION FORM

A COPY OF THIS FORM IS REQUIRED FOR ALL BIDS, QUOTES, PRIME CONTRACTORS, POTENTIAL SUBCONTRACTORS, AND SUBCONTRACTORS

PLEASE FILL OUT EACH SECTION OF THIS FORM COMPLETELY

PROJECT NAME PROPOSAL SUBMITTED FOR: _____ **DATE:** ___/___/_____

Contractor Information

Company Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Age of the Firm *(number of years doing business under current name and/or incorporation):* _____

Company Status:

☐ Prime Contractor ☐ Subcontractor

Gender of Company's Majority Owner:

☐ Male ☐ Female

Race of Company's Majority Owner:

☐ White/Non-Minority (NH)
☐ Black/African American (NH)
☐ Asian-Pacific American (NH)
☐ Subcontinent Asian American (NH)
☐ Native American/Alaska Native (NH)
☐ Mixed/Multi-Racial (NH)
☐ Some Other Race (NH)
☐ Hispanic/Latino American

(NH = Non-Hispanic) Note: The US Census treats Hispanic/Latino as an ethnic category. This chart excludes Latinos from the racial categories and assigns them to a separate category. Hispanics/Latinos can be of any race.

Annual Gross Receipts *(most recently completed/audited year):*

☐ <$500,000
☐ $500,000 - $1 million
☐ $1 million - $3 million
☐ $3 million - $6 million
☐ $6 million - $10 million
☐ Above $10 million

NAICS Code (applicable to each scope of work proposed by the firm in its bid): _____
(NAICS codes can be found at www.naics.com)

Is your company certified in the State of Michigan as a Disadvantaged Business Enterprise (DBE)?

☐ Yes ☐ No

VENDOR CERTIFICATION THAT IT IS NOT AN

"IRAN LINKED BUSINESS"

Pursuant To Michigan law, (the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq.), before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must first certify that it is not an "IRAN LINKED BUSINESS," as defined by law.

Vendor	
Legal Name	
Street Address	
City	
State, Zip	
Corporate I.D. Number/State	
Taxpayer I.D. #	

The undersigned, with: 1) full knowledge of all Vendors business activities, 2) full knowledge of the requirements and possible penalties under the law MCL 129.311 et seq. and 3) the full and complete authority to make this certification on behalf of the Vendor, by his/her signature below, certifies that: the Vendor is NOT an "IRAN LINKED BUSINESS" as required by MCL 129.311 et seq., and as such that Vendor is legally eligible to submit a bid and be considered for a possible contract to supply goods and/or services to Harbor Transit, Ottawa County, MI.

Signature of Vendor's Authorized Agent:	
Printed Name of Vendor's Authorized Agent:	
Witness Signature:	
Printed Name of Witness:	

BUILD AMERICA - BUY AMERICA CERTIFICATE

Applies to All Construction Contracts and Acquisition of Goods or Rolling Stock valued at more than $150,000.

Pursuant to Section 165 of the Surface Transportation Assistance Act of 1982, as amended by Section 337 of the Surface Transportation and Uniform Relocation Assistance Act of 1987, FTA regulations at 49 CFR, Part 661, and at 49 CFR, Part 663, and guidance issued by FTA including the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. No. 117-58, which includes the Build America, Buy America Act ("the Act"). Pub. L. No. 117-58, §§ 70901-52. Section 70914, all bidders shall submit the following certificate with their bid or proposal. Failure to submit this certificate will automatically disqualify the bidder from consideration of a Contract award for this Project. An exemption from the "Buy America" requirements may be sought by ITP if grounds for an exemption exist.

Please check the appropriate box (661.6 or 661.12) then complete remainder of form.

☐ **§661.6 Certification requirements for procurement of steel, construction materials, or manufactured products.**

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

☐ **§661.12 Certification requirement for procurement of buses, other Rolling Stock, and associated equipment.**

If buses or other rolling stock (including train control, communication, and traction power equipment) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder in accordance with the requirement contained in §661.13(b) of this part.

Certificate of Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it **will comply** with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661 for Goods including the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. No. 117-58, which includes the Build America, Buy America Act ("the Act"). Pub. L. No. 117-58, §§ 70901-52. Section 70914 or for 49 CFR 661.11 for Rolling Stock.

DATED:	
COMPANY:	
SIGNATURE:	
PRINTED NAME:	
TITLE:	

*Certificate of **Non-Compliance** with Buy America Requirements*

The bidder or offeror hereby certifies that it **cannot comply** with the requirements set forth above.

DATED:	
COMPANY:	
SIGNATURE:	
PRINTED NAME:	
TITLE:	

TAX LIABILITY CERTIFICATION AND RECENT FELONY CONVICTIONS

This certificate applies to all contracts. Offers that do not include this completed certification will be rejected as non-responsive.

The Bidder or Offeror certifies that:

1. It has no 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.
2. It has not been convicted of a felony criminal violation under any federal law within the preceding 24 months; and
3. It shall require that the language of this certification be included in the award documents for all subcontractors and material suppliers at all tiers, and that all subcontractors and material suppliers shall certify and disclose accordingly.

The Bidder or Offeror certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. §§ 3801 et al. are applicable to this certification.

DATED:	
COMPANY:	
SIGNATURE:	
PRINTED NAME:	
TITLE:	

CERTIFICATION OF LOWER-TIER PARTICIPANTS (SUB-CONTRACTORS) REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

Debarment and Suspension Certification (Lower-Tier Covered Transaction)
This form is to be submitted by each Subcontractor receiving an amount exceeding $25,000.

The prospective lower-tier participant (Proposer) certifies, by submission of this Proposal, that neither it nor its "principals" as defined at 49 CFR § 29.105(p) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

If the prospective Proposer is unable to certify to the statement above, it shall attach an explanation, and indicate that it has done so by placing an "X" in the following space: _____

THE PROPOSER, _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND EXPLANATION, IF ANY. IN ADDITION, THE PROPOSER UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 USC §§ 3801 *ET SEQ*. APPLY TO THIS CERTIFICATION AND EXPLANATION, IF ANY.

_____
Contractor

Signature of Contractor's Authorized Official
_____

Name & Title of Contractor's Authorized Official
_____

Date
_____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

PROPOSAL SUBMITTAL CHECKLIST

Include this checklist with your proposal. Proposals missing a required item will be considered non-responsive.

Item	Included
A cover letter with the Proposer's company name, contact name, address, website, phone, and email, acknowledging all addenda.	☐
A completed and signed Pricing Proposal Sheet.	☐
A bid guarantee equal to five percent (5%) of the total proposal price.	☐
A signed Buy America Certificate.	☐
A signed Certification Regarding Debarment and Suspension.	☐
A signed Certification Regarding Lobbying.	☐
A signed Acknowledgement Form for Terms & Conditions and Required FTA Clauses.	☐
A signed Tax Liability and Recent Felony Convictions Certification.	☐
A signed Vendor Certification That It Is Not an "Iran Linked Business."	☐
A list of proposed subcontractors, identifying any certified DBE firms.	☐
A completed Bidders List Information Form from the Proposer and from each subcontractor that submitted a bid to the Proposer for this project (Section 7).	☐
Three (3) references for similar services provided in the past five (5) years.	☐
Material and product specifications for all proposed equipment.	☐
Proof of insurance.	☐