



2023 TIRE CONTRACT

THIS CONTRACT, between Arrowhead Economic Opportunity Agency (AEOA), dba Arrowhead Transit, hereinafter referred to as “Arrowhead Transit”, and Pomp’s Tire Service, hereinafter referred to as “Provider”, specifies the procedures, conditions, and agreements between the parties for tires, Arrowhead Transit by the provider.

The Provider further covenants and agrees that he will commence and continue the work during the period from January 1, 2023, through December 31, 2023, and will have completed the work in every aspect to the satisfaction and approval of Arrowhead Transit.

WITNESSETH, that the Provider for and in consideration of the payment or payments herein specified and by Arrowhead Transit to be made, hereby covenants, and agrees to perform all current and future work agreed upon and performed in accordance with the Scope of Work therefore on file in the office of Arrowhead, which Scope of Work is hereby made a part of this contract.

Arrowhead Transit agrees to pay, and the Provider agrees to receive and accept payment in accordance with the prices proposed for the unit items as set forth in the conformed copy of the Proposal and/or Quote hereto attached, which prices shall conform to those in the accepted Contractor’s Proposal and/or Quote. Payments will be made as provided in the Scope of Work.

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

The Contract consists of the following component parts, all of which are fully a part of this contract as if herein set out verbatim, or if not attached, as if hereto attached, to wit:

1. This Contract.
2. Scope of Work for the Tires dated October 11, 2022.
3. Response Form (signed by Provider)
4. RFQ Packet
5. Federal Contract Clauses (signed by Provider if over \$25,000).

FURTHER, it is understood that the validity of this contract between Arrowhead Transit and the Provider is contingent upon the receipt by Arrowhead Transit of State and Federal funding of the system during the time period specified. It is further understood that any reduction or loss of State or Federal funding for the project shall be cause for the Arrowhead Transit, upon thirty (30) days written notification to the Provider to terminate this contract.



ARROWHEAD ECONOMIC OPPORTUNITY AGENCY



Both parties will abide by all provisions set out within and agreed upon and detailed within the Scope of Work and Proposal/Quote and all Attachments. Any changes to the provisions agreed upon during this contract term must be modified and/or amended with a written document that is signed by both parties.

The **PROVIDER** by submission of his/her proposal assures Arrowhead Transit that he/she shall comply with, and be bound by all applicable federal, state, and local laws, rules, and ordinances.

Pomp's Tire Service

12-28-2022

Date

Dale Porter, Maintenance Manager II

1/4/2023

Date

1. Introduction

Arrowhead Economic Opportunity Agency is a private non-profit organization that supports programs for low-income families. One of these programs is Arrowhead Transit. Arrowhead Transit operates in 10 Counties in Northeast Minnesota and employs approximately 160 people and provides 650,000 passenger trips per year. We operate a fleet of 125 buses and have garages in Gilbert, Grand Rapids, International Falls, Hermantown, Floodwood, Two Harbors, Sandstone, and Chisago counties, as well as leased space in other locations.

This Scope of Work will be issued under AEOA/Arrowhead Transit, utilizing funds from Arrowhead's CY2023 budget. The procurement is for Tires for Arrowhead Transit.

1.1 Background

It is essential for Arrowhead Transit to have access to a Vendor who can fulfill Arrowhead's major purchases of tires.

1.2 Scope of Work

To allow Arrowhead Transit to operate efficiently in its day-to-day tire needs. Arrowhead Transit will send out a tires list for quotes to local vendors. All vendors that complete the Request for Quote will be considered.

1.3 Requirements

The contractor bid must include:

- Government Pricing on tires and is tax-exempt.
- Delivered to our maintenance facility located at 1001 S Broadway Gilbert, MN.
- Responsible for removing old tire casings and credits associated with sending the old ones back.
- Invoicing to be completed at the time of tire delivery.

2. Compliance

AEOA/Arrowhead Transit will follow all FTA, MnDOT and agency procurement requirements.

The contractor will be responsible for providing the parts during normal business hours (7:00 AM to 3:00 PM Monday through Friday)

3. Project Deliverables

Contractors will have the opportunity to speak with the maintenance manager to determine the most qualified product that is in need. Once a contractor is selected, a meeting will be held to finalize plans and the contractual agreement.

4. Project Timeline

October 11, 2022 – Independent Cost Estimate (Historical Data)

October 11, 2022 – Scope of Work

October 27, 2022 – Request for Quotes

November 22, 2022 – Review of Quotes

December 31, 2023 – Project Completed

5. Project Budget

The estimated cost for this two-year budget will be around \$93,400.

1. REQUEST NO. Tires	2. DATE ISSUED 11/22/2022	3. REQUISITION/PURCHASE REQUEST NO.
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4a. ISSUED BY: AEOA/Arrowhead Transit	6. DELIVER BY (Date): 12/7/2022
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4b. FOR INFORMATION CALL: 218-748-7319		7. DELIVERY <input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See #10)
NAME Michelle Potter Procurement Specialist Arrowhead Transit	TELEPHONE NUMBER	
AREA CODE 218	NUMBER 748-7319	

5. TO:	8. DESTINATION Arrowhead Transit
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a. NAME Brian Shaver	b. COMPANY Pomp's Tire Service bshaver@pompstire.com	a. NAME OF CONSIGNEE
		b. STREET ADDRESS 702 S 3 rd Ave

c. STREET ADDRESS 201 N Hoover Rd	c. CITY Virginia
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d. CITY Virginia	e. STATE MN	f. ZIP 55792	d. STATE MN	e. ZIP 55792
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9. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 4a ON OR BEFORE CLOSE OF BUSINESS ON (Date):	IMPORTANT: This is a request for information and quotations furnished are not offers. If you are unable to quote, please indicate on this form and return it to the address in Block 4a. This request does not constitute a commitment to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or service. Supplies are of domestic origin unless otherwise indicated by quoter. Any representation and/or certifications attached to this Request for Quotation must be completed by the quoter.
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10. SCHEDULE (Include applicable Federal, State and local taxes)

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
1	225/70R16 Tr. AT 2 10p/13	6/Trk	Tire	126.42	758.52
2	245/70R19.5 F/S 56L	2/Trk	Tire	306.60	613.20
3	245/70R19.5 BLS M729	4/Trk	Tire	352.98	1411.92
3-alt	245/70R19.5 BDR AIS	4/Trk	Tire	146.04	584.16
4	255/70R22.5 F/S 560	2/Trk	Tire	288.36	576.72
4-9IT	255/70R22.5 Mid x2E	2/Trk	Tire	520.80	1,041.60
5	255/70R22.5 BLS M726	4/Trk	"	416.74	1,666.96
5-9IT	255/70R22.5 DR S 30p	4/Trk	"	167.00	668.00

11. DISCOUNT FOR PROMPT PAYMENT	a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS NUMBER
				%

NOTE: Additional provision and representations are are not attached.

12. NAME AND ADDRESS OF QUOTER		13. SIGNATURE OR PERSON AUTHORIZED TO SIGN QUOTATION	14. DATE OF QUOTATION
a. NAME OF QUOTER Brian P Shaver			12-5-2022
b. STREET ADDRESS 201 N Hoover Rd			15. SIGNER
c. COUNTY St. Louis		a. NAME (Type or Print) Brian P Shaver	b. TELEPHONE
d. CITY Virginia	e. STATE MN	f. ZIP 55792	AREA CODE 218
c. TITLE (Type or Print) Commercial Sales			NUMBER 391-5040

Note: All Tire pricing follows the pricing the Tire Manufacturers give the State of Minnesota every year. Bridgestone/Firestone is good thru - 3/31/2023
Michelin effective thru 12/31/2022.

**DISADVANTAGED BUSINESS ENTERPRISE (DBE)
SPECIAL PROVISIONS**

RACE/GENDER NEUTRAL GOAL

POLICY STATEMENT

It is the policy of the Minnesota Department of Transportation (Mn/DOT) that DBEs, as defined in 49 C.F.R. Part 26, and other small businesses shall have the maximum feasible opportunity to participate in contracts financed in whole or in parts with federal funds. Consistent with this policy and Title VI of 1964 Civil Rights Act, Mn/DOT will not allow any person or business to be excluded from participation in, denied the benefits of, or otherwise be discriminated against in connection with the award and performance of any U.S. Department of Transportation (DOT) assisted contract because of sex, race, color, or national origin. Mn/DOT has established a Disadvantaged Business Enterprise (DBE) program in accordance with the regulations of the DOT, 49 C.F.R. Part 26 to implement this policy.

CONTRACT ASSURANCE

The Contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out all the 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 Mn/DOT deems appropriate.

Furthermore, Title VI of the Civil Rights Act of 1964 assures that no person or group of persons may, on the grounds of race, color, national origin, sex, age, handicap or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any and all programs or activities administered by Mn/DOT. For further information regarding Title VI, please contact the Office of Civil Rights, 395 John Ireland Blvd., MS 170, St. Paul, MN 55155-1899. Our telephone number is: (651) 366-3073.

The above information is applicable to every contractor including every tier of subcontractors, supplier or service providers on this project. It is the responsibility of the prime contractor, subcontractors, suppliers and service providers to ensure equal opportunity for all firms to participate on this project.

RACE/GENDER NEUTRAL GOAL

There is **no specific numerical DBE goal assigned** to this project. While no numeric DBE goal is assigned to this contract, the Contractor, sub-recipient or subcontractor **should** make every reasonable effort to solicit DBE firms to participate as subcontractors, service providers and suppliers on this project.

ADDITIONAL SUBCONTRACTORS, SUPPLIERS AND SERVICE PROVIDERS

Whenever an additional subcontractor, supplier or service provider is selected, and this information has not been previously reported to the Mn/DOT Office of Civil Rights, the Contractor or its designated OCR Officer shall promptly provide Mn/DOT OCR with the following information regarding the subcontract:

- a) The name of the subcontractor; supplier or service provider;
- b) The total dollar amount of the subcontract;
- c) The specific work items covered by the subcontract;
- d) Estimated quantities of each work item; and
- e) Individual unit prices (if applicable).

SUBMITTAL OF DOCUMENTATION

Upon award of the contract, the Contractor shall submit on the attached Bidders List, a complete list of all subcontractors, service providers, suppliers and consultants that submitted bids, and shall indicate the successful quotes that will be used on the contract.

Additionally, during the life of the contract, the Contractor shall submit progress payment reports on the attached Contractor Payment Form regarding the payments made to its subcontractors, suppliers, service providers and sub-consultants. In accordance with federal regulations and Minnesota's Prompt Payment law, Contractors are required to pay their subcontractors within ten (10) days of receiving progress payments from Mn/DOT. Contractors are also required to submit to the Project Engineer and the Mn/DOT OCR the Contractor Payment Forms no later than ten (10) days after receiving payment from Mn/DOT.

PROMPT PAYMENT

The prime contractor agrees to pay each subcontractor under this prime contract within ten days of the prime contractor's receipt of payment from the state for undisputed services provided by the subcontractor. The prime contractor must pay interest of 1-1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The prime contractor agrees further to return retainage payments to each subcontractor within ten days after the subcontractor's work is satisfactorily completed. This clause applies to both DBE and non-DBE subcontractors. Any contractor making payments to subcontractors must complete and submit the attached Contractor Payment form.

FINAL PAYMENT AFFIDAVIT

Pursuant to Mn/DOT Standard Specifications for Construction Sec. 1908, "Unless a Contractor has presented an Affidavit showing the total dollar amounts of works performed by disadvantaged business enterprise (DBE), final payment may be withheld." The DBE Total Payment Affidavit shall be executed by the Prime Contractor after all work has been performed by DBE(s) on the project.

This Race/Gender Neutral Goal Language is an addendum to the Mn/DOT DBE Special Provisions.



Bidders List

State Project Number _____
 Project Name _____
 Contact Name _____

Date: _____
 Eng. Est. _____ Goal _____ %
 Contact # _____

List all comparative quotes or proposals received from Prime Contractors bidding or proposing on the project above.

Contractor Information				Check (✓) Firms That Will Be Used	Description of Work	Dollar Amount Of Bid/Proposal.
1.	Contractor Name			<input type="checkbox"/>		
	Contact Name					
	Address					
	Federal Tax #	E-mail				
	Phone	Fax:				
2.	Contractor Name			<input type="checkbox"/>		
	Contact Name					
	Address					
	Federal Tax #	E-mail				
	Phone	Fax				
3.	Contractor Name			<input type="checkbox"/>		
	Contact Name					
	Address					
	Federal Tax #	E-mail				
	Phone	Fax				
4.	Contractor Name			<input type="checkbox"/>		
	Contact Name					
	Address:					
	Federal Tax #	E-mail				
	Phone	Fax				
5.	Contractor Name			<input type="checkbox"/>		
	Contact Name					
	Address:					
	Federal Tax #	E-mail				
	Phone	Fax				

Contractor Payment Form

1st Tier Sub-
Contractor: _____

State Project Number _____

Prime Contractor: _____

Payment Reporting Period: From: _____ To: _____



Instructions: All Contractors making payments to Contractors/Subcontractors/Suppliers/Service Providers, regardless of their tier or DBE status, are required to complete and submit this form to the Mn/DOT Office of Civil Rights (OCR), each time payments are made to sub-contractors until final payment is made. Failure to comply with this form and Minnesota's prompt payment law may cause progress payments to be withheld. Submit one copy of this form to the Mn/DOT OCR and one copy to the Project Engineer, no later than ten (10) days after receiving payment from Mn/DOT.

Contractor Information		Original Contract Amount		Committed DBE %	Actual DBE % to Date
Name:					
Address:					
Phone:					
Name of Subcontractor/Supplier		DBE? (Check if Yes)	Description of Work	Subcontract Amount	
1.		<input type="checkbox"/>	1.	1.	
2.		<input type="checkbox"/>	2.	2.	
3.		<input type="checkbox"/>	3.	3.	
4.		<input type="checkbox"/>	4.	4.	
5.		<input type="checkbox"/>	5.	5.	
6.		<input type="checkbox"/>	6.	6.	
Amount of Current Payment		Total Sub-Contractor Payment-To-Date	% Paid to date	Final Payment? Yes/No	
1.		1.	1.	1.	
2.		2.	2.	2.	
3.		3.	3.	3.	
4.		4.	4.	4.	
5.		5.	5.	5.	
6.		6.	6.	6.	
Company Officials Signature & Title		Date Signed	Name & Title of Individual Completing Report (Type or Print Clearly)		
Title:			Title:		
Phone:	Fax:		Phone:	Fax:	

Contractor Payment Form Instructions

All Contractors making payments to Contractors/Subcontractors/Suppliers/Service Providers, regardless of their tier or DBE status, are required to complete and submit this form to the Mn/DOT Office of Civil Rights (OCR), each time payments are made to sub-contractors until final payment is made. Failure to comply with this form and Minnesota's prompt payment law may cause progress payments to be withheld. Submit one copy of this form to the Mn/DOT OCR and one copy to the Project Engineer, no later than ten (10) days after receiving payment from Mn/DOT.

State Project Number: As identified by Mn/DOT

Prime Contractor: The contractor who was awarded the project.

1st Tier Sub-Contractor: If there is an instance of a sub who has a subcontractor, list the 1st tier sub here and then list all of the 2nd tier Subcontractor(s) in the Name of Subcontractor/Supplier area. *All areas should be filled in regarding the prime as well.*

Payment Reporting Period: This should reflect the current payment period.

Contractor Information: Contractor's information who is making the payments. Should be filled out completely.

Original Contract Amount: Prime contractor's contract dollar amount.

Committed DBE%: The DBE requirement as certified by the prime in the proposal that is the minimum percentage to be met.

Actual DBE % to Date: The percent met to date.

Name of Subcontractor/Supplier: Company who is working for the prime contractor on this project.
(If a sub was contracted for more than one contract, list each contract separately.)

DBE?: Check this box if the subcontractor is a certified DBE in Minnesota. You can find a listing of the DBE firms certified in Minnesota at <http://www.dot.state.mn.us/eocm/ucpdirectory.html> .

Description of Work: The type of work the subcontractor was contracted for.

Subcontract Amount: The dollar amount the subcontractor was contracted for.

Amount of Current Payment: The current dollar amount being paid to the sub.

Total Sub-Contractor Payment-to-Date: Total dollar amount paid to the sub including the current payment.

% Paid to Date: Percentage of total payments made in comparison to the prime's award amount.

Final Payment?: Indicate weather this is the final payment being made to the sub.

Company Officials Signature & Title: Self explanatory

Name & Title of Individual Completing Report: Self explanatory

If you have questions on completing the form, call the Office of Civil Rights at (651) 366-3073.

DBE Total Payment Affidavit

Pursuant to Mn/DOT Standard Specifications for Construction, Section 1908, the following DBE Total Payment Affidavit shall be executed by the Prime Contractor after all work has been performed by a DBE on this project. If the dollar value of the DBE firm's total work is less than the DBE's original subcontract, please explain. Attach additional sheets if necessary.

State Project Number: _____

STATE OF MINNESOTA
COUNTY OF _____

I, _____, being first duly sworn, do depose and say that:

1. I am the authorized representative of _____
(Name of Individual, Company, Partnership or Corporation)
and I have the authority to make this Affidavit for and on behalf of said Prime Contractor.

2. The following DBE Subcontractors/Suppliers/Service Providers/Sub-Consultants have performed work on this contract/project with a total dollar value of:

	Name of DBE Firm	Dollar Amount of Subcontract	Total Dollar Amount
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			

3. I have fully informed myself regarding the accuracy of the statements made in this Affidavit.

Signed: _____
(Prime Contractor or Authorized Representative)

Subscribed and sworn to before me
This _____ day of _____, 20____

(Notary Public)

My commission expires _____, 20____

Prepare Affidavit in duplicate. Submit one original to the Project Engineer, and one original to:
Mn/DOT's Office of Civil Rights
395 John Ireland Blvd., MS 170
St. Paul, MN 55155

No. 1908 – Standard Specifications for Construction
Unless the Contractor has presented an Affidavit showing the total dollar amounts of work performed by Disadvantaged Business Enterprises (DBE), final payment may be withheld.

FEDERAL TRANSIT ADMINISTRATION

Contract Clauses

A.1 ACCESS TO RECORDS 49 U.S.C. § 5325(g)

Applicability to Contracts

The record keeping and access requirements extend to all third-party contractors and their contracts at every tier and subrecipients and subcontract at every tier.

Flow Down

The record keeping and access requirements extend to all third-party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

Clause Language

- a. Records Retention. The Contractor will retain, and will requires its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract; including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.
- b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of 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 claims or exceptions related thereto.
- c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
- d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this Contract as reasonably may be required.

A.2 BONDING REQUIREMENTS

2 CFR §200.325, 31 CFR Part 223

Does not apply to this procurement

A.3 Breaches and Dispute Resolution

49 CFR Part 18

[FTA Circular 4220.1E](#)

Does not apply to this procurement

A.4 BUS TESTING

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

Does not apply to this procurement

A.5 BUY AMERICA REQUIREMENTS

49 U.S.C. 5323 (J), 49 CFR Part 661

Does not apply to this procurement

A.6 CARGO PREFERENCE REQUIREMENTS

46 U.S.C. §55.05

46 C.F.R. Part 381

Does not apply to this procurement

A.7 CHARTER SERVICE

49 U.S.C.5323(d) and (r)

49 C.F.R. Part 604

Does not apply to this procurement

A.8 CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

49 U.S.C §§7401-7671q

33 U.S.C §§1251-1387

2 C.F.R. Part 200, Appendix II (G)

Applicability to Contracts

The Clean Air and Clean Water requirements apply to each contract and subcontract which exceeds \$100,000.

Flow Down

The Clean Air and Clean Water requirements flow down to FTA recipients and subrecipients at every tier.

Model Clause/Language

While no mandatory clause is contained in the Clean Air or Federal Water Pollution Control Act, as amended, the following language developed by FTA contains all the mandatory requirements.

Clean Air - (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. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

Clean Water - (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. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

A.9 CIVIL RIGHTS LAWS AND REGULATIONS

29 U.S.C. § 623, 42 U.S.C. § 2000

42 U.S.C. § 6102, 42 U.S.C. § 12112

42 U.S.C. § 12132, 49 U.S.C. § 5332

29 CFR Part 1630, 41 CFR Parts 60 et seq.

Applicability to Contracts

Federal Civil Rights laws and regulations apply to all contracts.

Flow Down

The Civil Rights requirements flow down to all third-party contractors and their contract at every tier.

Model Clause/Language

Civil Rights and Equal Opportunity

The **XXX Agency** is an Equal Opportunity Employer. As such, the **XXXX 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 **XXXX 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 Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

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

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

3. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. Part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. §6101 *et. Seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. Part 90, and Federal transit law at 49 U.S.C. §5332, the Contractor agrees to refrain from discrimination against present and prospective employees for the 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. §4332, 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.

A.10 DISADVANTAGED BUSINESS ENTERPRISE (DBE) 49 CFR Part 26

Flow Down

The DBE contracting requirements flow down to all third party contractors and their contracts at every tier. It is the recipient's and prime contractor's responsibility to ensure the DBE requirements are applied across the board to all subrecipients/contractors/subcontractors. Should a subcontractor fail to comply with DBE regulations, FTA would look to the recipient to make sure it intervenes to monitor compliance. The onus for compliance is on the recipient. For all DOT-assisted contracts, each FTA recipient must include assurance that third party contractors will comply with the XXXX Agency program requirements of 49 C.F.R Part 26, when applicable. The following contract clause is required in all DOT-assisted prime and subcontracts.

Clause/Language

It is the policy of the XXXX 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. It is also the policy of the XXXX Agency to:

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

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

Contractor Assurance

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as XXXX 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).

DBE Participation

For purposes of this Contract, the XXXX Agency will only accept DBEs who are:

1. Certified at the time of the bid opening or proposal evaluation by the Unified Certification Program; or
2. An out of state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status or an agency whose DBE certification process has received FTA approval; or
3. Certified by another agency approved by the XXXX Agency.

DBE Participation Goal

There is no DBE participation goal for this Contract.

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 from the XXXX Agency or in accordance with state statutes, whichever if more restrictive. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days (or in accordance with state law, whichever is more restrictive) after the subcontractor's work related to this contract is satisfactorily completed.

The contractor must promptly notify XXXX 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 XXXX Agency.

A.11 EMPLOYEE PROTECTIONS

49 U.S.C. §5333(a), 40 U.S.C. §§3141-3148

29 C.F.R. Part 5, 18 U.S.C. §874

29 C.F.R. Part 3, 40 U.S.C. §§3701-3708, 29 C.F.R. Part 1926

Does not apply to this procurement

A.12 ENERGY CONSERVATION REQUIREMENTS

42 U.S.C. 6321 et seq.

49 CFR Part 622, Subpart C

Applicability to Contracts

The Energy Conservation requirements are applicable to all contracts.

Flow Down These requirements extend to all third-party contractors and their contracts at every tier and subrecipients and their subcontractors at every tier.

Model Clause/Language

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.

A.13 Incorporation of Federal Transit Administration (FTA) Terms

[FTA Circular 4220.1E](#)

Applicability to Contracts

The incorporation of FTA terms applies to all contracts.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down

The incorporation of FTA terms has unlimited flow down.

Model Clause/Language

FTA has developed the following incorporation of terms language:

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

A.14 FLY AMERICA

49 U.S.C. §40118, 41 C.F.R. Part 301-10

48 C.F.R. Part 47.4

Does not apply to this procurement

A.15 GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

2 C.F.R. Part 180, 2 C.F.R. Part 1200, 2 C.F.R. §200.213

2 C.F.R. Part 200, Appendix II (I)

Executive Order 12549, Executive Order 12689

Background and Applicability

A contract award (of any tier) in an amount expected to equal or exceed \$25,000 or a contract award at any tier for a federally required audit (irrespective of the contract amount) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. part 180. The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Recipients, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions (b) collecting a certification from that person; or (c) adding a clause or condition to the contract or subcontract.

Flow Down

Recipients, contractors, and subcontractors who enter into covered transactions with a participant at the next lower level, must require that participant to: (a) comply with subpart C of 2 C.F.R. part 180, as supplemented by 2 C.F.R. part 1200; and (b) pass the requirement to comply with subpart C of 2 C.F.R. part 180 to each person with whom the participant enters into a covered transaction at the next lower tier.

Model Clause/Language

Debarment, Suspension, Ineligibility and Voluntary Exclusion

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

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

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

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

The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

A. 16 LOBBYING RESTRICTIONS

31 U.S.C. 1352, 2 CFR §200.451

2 C.F.R. Part 200 Appendix II (J), 49 C.F.R. Part 20

Does not apply to this procurement

A.17 NO GOVERNMENT OBLIGATION TO THIRD PARTIES

Applicability to Contracts

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

Flow Down

The No Obligation clause extends to all third-party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

No Federal Government Obligation to Third Parties.

The **XXXX AGENCY** 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 **XXXX AGENCY**, 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.

A.18 PATENT RIGHTS AND RIGHTS IN DATA

2 C.F.R. part 200, Appendix II (F)

37 C.F.R. part 401

Does not apply to this procurement

A.19 PRE-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES

49 U.S.C. 5323 (m), 49 C.F.R. Part 663

Does not apply to this procurement

A.20 Privacy Act

5 U.S.C. 552

Applicability to Contracts

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down

The Federal Privacy Act requirements flow down to each third party contractor and their contracts at every tier.

Model Clause/Language

The text of the following clause has not been mandated by statute or specific regulation, but has been developed by FTA. Contracts Involving Federal Privacy Act Requirements - The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

1. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA

A.21 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

49 U.S.C. § 5323(l) (1), 31 U.S.C. §§ 3801-3812

18 U.S.C. § 1001, 49 C.F.R. part 31

Applicability to Contracts

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

Flow Down

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

Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

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

A.22 PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS

49 U.S.C. § 5333(b) ("13(c)", 29 C.F.R. part 215

Does not apply to this procurement

A.23 RECYCLED PRODUCTS

42 U.S.C. § 6962 , 40 C.F.R. part 247

2 C.F.R. part § 200.322

Applicability to Contracts

The Resource Conservation and Recovery Act, as amended, (42 U.S.C. § 6962 *et seq.*), requires States and local governmental authorities to provide a competitive preference to products and services that conserve natural resources, protect the environment, and are energy efficient. Recipients are required to procure only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000.

Flow Down

These requirements extend to all third-party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier where the value of an EPA designated item exceeds \$10,000.

Model Clause/Language

Recovered Materials

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

A.24 SAFE OPERATION OF MOTOR VEHICLES

23 U.S.C. part 402, Executive Order No. 13043

Executive Order No. 13513, U.S. DOT Order No. 3902.10

Applicability to Contracts

The Safe Operation of Motor Vehicles requirements apply to all federally funded third party contracts. In compliance with Federal Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. Section 402 note, FTA encourages each third-party contractor to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company owned, rented, or personally operated vehicles,

and to include this provision in each third-party subcontract involving the project. Additionally, recipients are required by FTA to include a Distracted Driving clause that addresses distracted driving, including text messaging in each of its third-party agreements supported with Federal assistance.

Flow Down Requirements

The Safe Operation of Motor Vehicles requirements flow down to all third-party contractors at every tier.

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 the XXXX Agency.

Distracted Driving

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

A.25 SCHOOL BUS OPERATIONS

49 U.S.C. 5323(f), 49 C.F.R. part 605

Does not apply to this procurement

A.26 SEISMIC SAFETY

42 U.S.C. 7701 et seq., 49 C.F.R. part 41

Executive Order (E.O.) 12699

Does not apply to this procurement

A.27 SUBSTANCE ABUSE REQUIREMENTS

49 U.S.C. § 5331, 49 C.F.R. part 655

49 C.F.R. part 40

Does not apply to this contract

A.28 TERMINATION

2 C.F.R. § 200.339, 2 C.F.R. part 200, Appendix II (B)

Applicability to Contracts

All contracts in excess of \$10,000 must address termination for cause and for convenience, including the manner by which it will be effected and the basis for settlement.

Flow Down

For all contracts in excess of \$10,000, the Termination clause extends to all third-party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

Model Clause/Language

Termination for Convenience (General Provision)

The XXXX Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the XXXX 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 the XXXX Agency to be paid the Contractor. If the Contractor has any property in its possession belonging to the XXXX Agency, the Contractor will account for the same, and dispose of it in the manner the XXXX 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 XXXX 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 XXXX 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 XXXX 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 XXXX Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) days 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 to cure the defect.

If Contractor fails to remedy to the XXXX Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from the XXXX Agency setting forth the nature of said breach or default, the XXXX 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 the XXXX 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 the XXXX Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by the XXXX Agency shall not limit the XXXX Agency's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

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 XXXX Agency may terminate this contract for default. The XXXX 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 XXXX Agency.

Telecommunications

2 CFR part 200.216

Telecommunications Certification. By signing an agreement with the State and/or as a subcontractor, party certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), party does not and will not use any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Party will include this certification as a flow down clause in any contract related to this agreement.

"Covered Telecommunications Equipment or Services" includes:

- Telecom equipment produced by Huawei or ZTE, or any subsidiary/affiliate;
- Video surveillance and telecom equipment produced by Hytera Communications Corp., Hangzhou Hikvision Digital Technology Co., or Dahua Technology Co. (or any subsidiary/affiliate) for the purpose of public safety, security of government facilities, or surveillance of critical infrastructure; and
- Telecommunications or video surveillance services provided by an entity using such equipment.

Under this rule, recipients and subrecipients of federal aid are prohibited from obligating or expending grant or loan 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;
- (3) Enter into a new contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use Covered Telecommunications Equipment or Services "as a substantial or essential component of any system, or as critical technology as part of any system."

A.29 VIOLATION AND BREACH OF CONTRACT
2 C.F.R. § 200.326, 2 C.F.R. part 200, Appendix II (A)
Does not apply to this procurement

AFFIDAVIT OF NONCOLUSION

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

That I am the bidder (if the bidder is an individual), a partner of the bidder (if the bidder is a partnership), or an officer or employee of the bidding corporation, have authority to sign on its behalf (if the bidder is a corporation);

That the attached bid or bids have been arrived at by the bidder independently, and have been submitted without collusion with, and without any agreement, understanding or planned common course of action with any other vendor of materials, supplies, equipment, or services described in the invitation to bid, designed to limit independent bidding or competition;

That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids, and will not be communicated to any such person prior to the official opening of the bid or bids; and

That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Additionally;

The _____ hereby certifies it is /is not (circle one)
Company Name

included on the United States Comptroller General's consolidated list of persons or firms currently debarred for violations of various public contracts incorporating labor standards provisions.

Signed

Date

DEBARRED BIDDERS

Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters:

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

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

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

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

The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Print Name and Title

Signature

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

Notary Public

My Commission Expires _____, 20__

