



REQUEST FOR QUALIFICATIONS (RFQ)
ARCHITECTURAL AND ENGINEERING DESIGN SERVICES
RFQ# 01-2026

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PART 1: GENERAL INFORMATION

1.1 Introduction

The Siouxland Regional Transit System (SRTS) was established in 1980 and has been serving across the tristate region of Iowa, Nebraska and South Dakota in public transit. The transit system is a 501(c) (3) nonprofit organization active under the laws of the State of Iowa and provides a range of services, including direct pick-up and specific-destination transportation on clean, comfortable, ADA-accessible buses. The system is dedicated to meeting the needs of all people, including those with disabilities, and offers free language assistance services for individuals with limited English proficiency. SRTS is one of 35 (thirty-five) designated public transit agencies in the state of Iowa and serves five Iowa counties of Woodbury, Plymouth, Cherokee, Ida and Monona, and also serve, the southern half of Union County in South Dakota and Dakota County in Nebraska. The primary sources of funds are through the Federal Transit Administration (FTA), State of Iowa, contract services and local support. SRTS is seeking qualified, licensed A&E firms to provide design, planning and construction administration services on expanding an existing transit operations and bus storage facility in Sioux City, Iowa, and build a new transit operations and bus storage facility in Le Mars, Iowa. As a recipient of FTA funds, SRTS must follow 4220.1G FTA Third Party Contracting Guidance in regard to procurement and the Federal Brooks Act when procuring architectural and engineering services.

<https://www.transit.dot.gov/sites/fta.dot.gov/files/2025-01/Third-Party-Contracting-Guidance-%28Circular-4220.1G%29.pdf>

1.2 Purpose

SRTS plans to expand an existing transit operations and bus storage facility in Sioux City, Iowa, built in 2023, and construct a new transit operations and bus storage facility in Le Mars, Iowa, with Federal Transit Administration (FTA), state and local funds for public transit. The Sioux City project includes adding 20 transit vehicle stalls, conference room, four office workstations, two offices, employee and visitor parking spaces and level 2 charging infrastructure for a new hybrid and/or electric vehicle. The new Le Mars facility project includes 16 transit vehicle stalls, conference room, breakroom, two offices, employee and visitor parking spaces and level 2 charging infrastructure for a new hybrid and/or electrical vehicle. A phase I archeological survey must be performed that may need to be done outside of the architect firm's capabilities, using a subcontractor, for the new facility in Le Mars, Iowa, for the National Environmental Policy Act (NEPA) process being led by the Federal Transit Administration (FTA). As funds and needs arise, additional services may be required. The purpose for this RFQ is to provide an opportunity for a competitive response from bidders of qualified architectural and engineering design firms for the expansion of the Sioux City facility and the new facility in Le Mars, Iowa, procuring architectural and engineering design services for a period of 5 years.

1.3 Pre-Bid Interviews

The intent of this RFQ is to award based solely on the written proposals, however, SRTS reserves the



right to schedule interviews with a select number of respondents before the intent to award is given. The number of firms invited will be based on the number of proposals received and those firms deemed to be finalists. SRTS reserves the right to invite as many or as few firms based on the overall needs of SRTS. The dates of the interviews will be advised shortly after bids are reviewed if deemed necessary.

1.4 Inquiries

Inquiries concerning this RFQ must be submitted via email at BPearson@simpco.org. In all cases, no verbal communication shall override written communication or the contents of this RFQ. Questions must be submitted via email to BPearson@simpco.org until 4:00 p.m. central time on May 8, 2026. SRTS will respond to emails by 4:00 p.m. central time on May 15, 2026. No questions will be allowed outside of the official question and answer period. Any contact or unsolicited information that could be considered evaluation criteria provided to SRTS may result in that company being barred from this procurement in order to maintain the integrity of the fair and open procurement process. This will be the only notice rendered for this procurement. Proposal documents can be obtained at Siouxland Regional Transit System during the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday or SRTS's website <https://simpco.org/publications/rfq-rfp>.

1.5 Addendums

Addendums will be issued on May 22, 2026, via email from BPearson@simpco.org to all bidders by 4:00 p.m. central time and bidders must respond by 4:00 p.m. on June 5, 2026, through email at BPearson@simpco.org.

1.5 Exceptions and Clarifications

Requests for RFQ exceptions, and clarifications must be submitted during the questions and answer period stated in 1.4 above.

1.6 Project Dates

The following dates represent the proposed project schedule to select an A&E firm for expansion of the Sioux City facility and the new facility in Le Mars, Iowa, and complete phase 1 archeological survey for the Le Mars facility. If it becomes necessary to change the schedule, all known bidders will be notified via email, an addendum to the RFQ from BPearson@simpco.org.

- RFQ Publication Date: April 30, 2026
- RFQ Proposal Due: June 10, 2026
- RFQ Scoring, Iowa DOT Concurrence and SRTS Board Approval: July 2026
- A&E Firm Award Date: July 2026
- Phase 1 Archeological Survey for New Le Mars Facility – November 2026 (fieldwork)
- Phase 1 Archeological Survey for New Le Mars Facility – March 2027 (written report)



PART 2: SUBMISSION AND EVALUATION

2.1 Receipt of Proposals

Proposals will be accepted until 4:00 p.m. central time on June 10, 2026. Proposals must be submitted by mail or delivered to: Siouxland Regional Transit System, Attn: Brian Pearson, Transit Director, 6401 Gordon Drive, Sioux City, Iowa 51106, in accordance with requirements set out in the RFQ, after which, the response period will be closed and cannot be reopened.

2.2 Filing of Proposals

At one (1) minute after due date and time, the RFQ will be closed. If SRTS determines it is in the best interest of the agency to extend a due date, an addendum will be sent out to the submitted proposers, and the request will be reopened.

2.3 Official Clock

The official clock is the date and time in central standard time.

Identification of Funding

Financial support of this project will be funded through multiple sources of local funds, state funds and Federal Transit Administration (FTA) funds.

2.4 Delay in Receipt of Proposal

SRTS accepts no responsibility for delays in the receipt of your proposal. The responsibility for timely proposal delivery rests with the A&E firm.

2.5 Proposal Opening

Proposals will be reviewed and evaluated by the SRTS Review Team. The award will be made based solely on qualifications.

2.6 Rejection of Proposals

SRTS reserves the right to reject any or all proposals based upon the scoring criteria. SRTS will not pay for any information herein requested, nor is it liable for any costs incurred by the offeror.

2.7 Failure to Comply

Failure to supply information requested to accompany proposals may be cause for rejection of the proposal as noncompliant. SRTS reserves the right to request additional information if clarification is needed. Both the request and the response shall be in writing via email BPearson@simpco.org. An addendum of all changes will be sent to all bidders on a sheet for signature acknowledging the receipt



via email from BPearson@simpco.org. The signed sheets will be sent back via email to BPearson@simpco.org.

2.8 Evaluation Procedures

SRTS will review all submissions of bids that are responsive from responsible bidders. Failure to include information contained in the initial solicitation and all addenda to this RFQ as provided, may cause the proposal to be considered non-responsive to this request which will require rejection of the proposal. This procurement is a Request for Qualifications (RFQ), and awards are made based initially on qualifications only. Bidders must be responsive and responsible to be considered for award. Bids will be scored based on the criteria stated below:

- Responsiveness and Organization of Proposal – 15
- Qualifications, Key Staff and Related Experience – 35
- Project Management – 10
- Availability – 20
- Proposed Project Schedule – 20

PART 3: SCOPE OF WORK

3.1 Project Description

SRTS is planning an expansion in Sioux City, Iowa, and build a new facility in Le Mars, Iowa, supporting two transit operations and bus storage projects. Both facilities will include infrastructure for electric or hybrid vehicle charging. Task orders will be created and may include the following services to support in the construction of the two projects when necessary. Work may include, but shall not be limited to:

- Design Architect Services
- Engineering Services (civil, mechanical, electrical, and structural, etc.)
- Environmental Consulting Services (including a Phase I Archeological Survey at new Le Mars facility)
- Cost Estimating Services
- Project Management
- Construction Manager at Risk
- Prevailing Wage Review and Certified Payroll Processing (Davis Bacon)
- On-Site Prevailing Wage Worker Survey (Davis Bacon)
- Landscape Design Services and Stormwater Management
- Contractor Bidding (negotiation and selection)
- Interior Design Services and Furniture Procurement

SRTS is conducting this RFQ for one design firm for all A&E services required by SRTS for a period of 5 years for the Sioux City and Le Mars facilities.



PART 4: INFORMATION TO PROPOSERS

4.1 Proposal in Force

All proposals shall be firm for a period of ninety (90) days to allow the evaluation of all proposals and to make an award deemed in the best interest of SRTS.

4.2 Disclosure of Proposal Content

The laws of Iowa and US DOT require that all proposals be placed in the public domain and be open to inspection by interested parties. Trade secrets or proprietary information that are recognized as such and protected by law may be withheld if clearly identified as such in the proposal. The entire proposal cannot be designated as proprietary or trade secret. Pricing and cost information are not allowed to be considered proprietary or trade secret. If a request is received to examine portions designated as proprietary or a trade secret, SRTS will notify the contractor to permit the architect to defend the proprietary nature of the information. Please refer to Code of Iowa Chapter 22 (Examination of Public Records) for detailed information.

4.3 Gratuities and Gift Law

The laws of Iowa provide that it is a felony to offer, promise, or give anything of value or benefit to a county employee with the intent to influence that employee's acts, opinion, judgment, or exercise of discretion with respect to that employee's duties. Evidence of violations of this statute will be turned over to the County Attorney's Office. Refer to Iowa Code 68B.22.

4.4 Award

Initial "intent to award" will be made based solely on qualifications. See Federal Brooks Act for more information regarding qualifications-based awards.

4.5 Conflict Between Terms

SRTS reserves the right to accept or reject any exception taken by the contractor to the terms and conditions of this RFQ.

4.6 Proposal Expenses

Expenses incurred in preparation of the proposal responses, conference attendance, site visits, or any other reason or function for the firm to respond to this RFQ shall be the responsibility of the contractor.

4.7 Competency of A&E Firms

- The firm shall have all necessary State of Iowa licenses and permits as may be required to perform the services set forth in this RFQ.



- The firm shall be familiar with all laws, ordinances, rules and regulations, including the National Environmental Policy Act (NEPA), that may in any way affect the work. The lack of knowledge on the part of the contractor with respect to any such laws, ordinances, rules or regulations will in no way relieve the contractor of responsibility.
- The firm shall provide a list of at least three (3) business references including address, phone number and contact name.
- The firm presently has the necessary facilities and financial resources to complete the contract in a satisfactory manner and within the required time.

SRTS may inspect, photograph and investigate the establishment, facilities, business reputation, firm's financials, quality of equipment, and other general qualifications of any firm, reject any proposals, if it is determined that the firm is lacking in any of the essentials necessary to assure acceptable standards of performance. During the contract period, SRTS reserves the right to inspect, photograph and investigate the establishment during normal business hours, the facilities and all records that are related to the contract.

4.8 Proposal Requirements, Format and Required Content

Proposals for the requested services will be acceptable only if a person, firm, or corporation meets the following qualifications:

- Adequate experience and verifiable history providing the work required and sought through this RFQ.
- Adequate equipment, personnel, and financial resources to fulfill the agreement in a satisfactory manner within the time specified.
- Subcontracting work tasks to others are allowed once approved ahead of time by the transit agency. Any contractor proposing to use subcontractors must include a statement that these companies shall be properly licensed in like fashion. It will be the responsibility of the prime contractor to verify license(s) of any subcontractor prior to contract negotiations.
- Proposals shall be prepared in a clear and concise manner.
- Proposals that do not adhere to the required format, are difficult to read or are deemed illegible may be rejected. Proposals shall adhere to the following format and contain the following items in the order outlined below:

1) Cover letter with the following information:

- Identification of the proposer, including name, address, and telephone number of the appropriate contact person(s).
- Name, title and signature of a person authorized to bind the proposer to the terms of the proposal.
- Executive summary providing a brief description of your proposal to SRTS.



2) Statement of Understanding

- Review the scope of work and the firm's plan to fulfill the requirements of the scope of work.

3) Qualification and Capabilities of the Company

- Name(s) and title(s) of all key personnel proposed for the duration of the contract.
- Identify all qualification and organizational capabilities that will establish the proposer as a satisfactory provider of the required product or service by reason of its strength and stability. Including, but not limited to: project management; construction manager at risk; environmental studies including surveys of project area to determine presence of impacts to biological species, including identification of protected plant and animal species; wetlands surveys; noise and air analysis; field reviews for regulated substances; threatened and endangered species surveys; cultural resource surveys; topographic survey services; utility surveys; geotechnical and soil investigation and design; hydraulic and hydrologic investigation, engineering, and design as appropriate; contractor bidding, negotiation, and selection; interior design and furniture procurement; landscape design and stormwater management; generate preliminary cost estimates for the alternatives and knowledge and ability to integrate resiliency into the design process.
- Provide current information on professional errors and omissions coverage carried by the proposer's firm, including name of insured and amount of coverage using related experiences and references.
- Provide three references (organization, project, point of contact, email, phone and address).
- Deployment of similar services for agencies of similar size and scale.
- Experience working with public transit agencies.
- Identify any and all subcontractors. For each subcontractor, provide the name of the company, address, contact person, telephone number and function.
- Complete the required attachments in the RFQ.

PART 5: TERMS AND CONDITIONS

5.1 Payment Terms

Payment schedule and conditions will be established with the awarded firm in a contract.

5.2 Ownership of Data

Subject to the rights granted, A&E firms pursuant to this RFQ, all rights, title and interest in and to the data, plans, schematics, or other documents collected and developed, during the performance, shall at all times, remain the sole and exclusive property of SRTS. The firm shall surrender all such data to SRTS prior to submitting an invoice for final payment. The firm shall not claim any copyright or other restriction on or infringement of this transfer of intellectual property rights and shall deliver all such



documents in hard copy and in electronic format specified by SRTS.

5.3 Patents and Royalties

The A&E firm is responsible for paying all license fees, royalties, or the costs of defending claims for the infringement of any intellectual property that may be used. Before final payment is made, the firm shall, if requested by SRTS, furnish acceptable proof of a proper release from all such fees or claims.

5.4 Termination

Termination for Convenience

The performance of work may be terminated by SRTS in accordance with this clause in whole, or from time to time in part, whenever the contracting officer shall determine that such termination is in the best interest of SRTS. Any such termination shall be affected by delivery to the contractor of a notice of termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

After receipt of a notice of termination, and except as otherwise directed by the contracting officer, the contractor shall do the following:

- Stop work under the contract on the date and to the extent specified in the notice of termination.
- Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the contract is not terminated.
- Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination; assign to SRTS in the manner, at the times, and to the extent directed by the contracting officer, all of the right, title and interest of the contractor under the orders and subcontracts so terminated, in which case the agency shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the contracting officer, to the extent he or she may require, which approval or ratification shall be final for all the purposes of this clause.
- Transfer title to SRTS and deliver in the manner, at the times and to the extent, if any, directed by the contracting officer the fabricated or unfabricated parts, work in process, completed work, supplies and other material produced as part of, or acquired in connection with the performance of, the work terminated, and the completed or partially completed plans, drawings, information and other property which, if the contract had been completed, would have been required to be furnished to SRTS.



- Use its best efforts to sell, in the manner, at the times, to the extent, and at the price(s) directed or authorized by the contracting officer, any property of the types referred to above, provided, however, that the contractor shall not be required to extend credit to any purchaser, and may acquire any such property under the conditions prescribed by and at a price(s) approved by the contracting officer, and provided further that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by SRTS to the contractor under this contract shall otherwise be credited to the price or cost of the work covered by this contractor paid in such other manner as the contracting officer may direct.
- Complete performance of such part of the work shall not have been terminated by the notice of termination.
- Take such action as may be necessary, or as the contracting officer may direct, for the protection or preservation of the property related to this contract that is in the possession of the contractor and in which the agency has or may acquire an 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 SRTS to be paid the contractor. Settlement of claims by the contractor under this termination for convenience clause shall be in accordance with the provisions set forth in Part 49 of the Federal Acquisition Regulations (48 CFR 49- when using federal funds) except that wherever the word "Government" appears, it shall be deleted, and the word "Agency" shall be substituted in lieu thereof.

Termination for Cause

SRTS may, by written notice of default to the contractor, terminate the whole or any part of this contract if the contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or if the contractor fails to perform any of the other material provisions of the contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) business days, or such longer period as the contracting officer may authorize in writing, after receipt of notice from the contracting officer specifying such failure.

If the contract is terminated in whole or in part for default, SRTS may procure, upon such terms and in such manner as the contracting officer may deem appropriate, supplies or services similar to those so terminated. The contractor shall be liable to SRTS for any excess costs for such similar supplies or services and shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

Except with respect to defaults of subcontractors, the contractor shall not be liable for any excess costs if the failure to perform the contract arises out of a cause beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were



obtainable from other sources and in sufficient time to permit the contractor to meet the required delivery schedule.

Payment for completed supplies delivered to and accepted by SRTS shall be at the contract price. SRTS may withhold from amounts otherwise due the contractor for such completed supplies such sum as the contracting officer determines to be necessary to protect the transit agency against loss because of outstanding liens or claims of former lien holders.

If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to termination for convenience of SRTS.

5.5 Governing Law and Choice of Forum

This contract shall be governed by the laws of the state of Iowa without regard to conflict of law rules. The contractor consents to the exclusive jurisdiction of the state and federal courts exercising jurisdiction over the county where the work is being performed and designated as a party to the litigation location.

5.6 Changes

Changes in provisions or services to be furnished under this proposal may be made only in writing and must be approved mutually by the contractor and SRTS.

5.7 Immunity from Liability

Every party to this proposal is hereby notified and agrees that the owner, and any funding source for the owner are immune from liability and suit for or from contractor's activities involving third parties and arising from this proposal.

5.8 Taxes – State and Local

SRTS is exempt from federal, state, and local sales and use tax on services pursuant to this agreement. This provision does not relieve the selected contractor from the responsibility to pay all applicable taxes for goods, services, and labor acquired in the performance of this Project.

5.9 Waiver of Informalities

SRTS reserves the right to waive any and all informalities in proposals if such waiver does not substantially change the offer or provide a competitive advantage to any offeror.

5.10 Remedies Upon Default

In any case where the contracted vendor has failed to deliver or has delivered nonconforming



goods or services, SRTS shall provide a cure notice. If after notice, the supplier continues to be in default, SRTS may procure services in substitution from another source and charge the difference between the contracted price and the market price to the defaulting Contractor as stated in the Termination for Cause section of the RFQ.

5.11 Discrimination and Affirmative Action

Contractor shall comply with the provisions of federal, state, and local laws and regulations to ensure that no employee or applicant for employment is discriminated against because of race, religion, color, sex, age, sexual orientation, gender identity, national origin, creed, genetic information, disability, veteran or military service.

5.12 Indemnification

The Contractor shall indemnify, defend and hold harmless SRTS, its Board of Directors, Elected Officials, Employees, Agents and their Assigns from any and all claims and judgments for injuries or damages claimed to be received or sustained by any person(s), or property arising from any negligence, default, or mismanagement or omission of the contractor or any of the contractor's subcontractor(s), agents or employees in the performance of any of the contractors duties imposed by this contract, or by law. If any litigation on account of such claims or judgments are brought against SRTS, its Board of Directors, Elected Officials, Employees, Agents, or Assigns, the Contractor, upon notice thereof from SRTS, the Contractor shall defend the same at their cost and expense.

5.13 The Resulting Contract(s)

All parts of the Request for Qualifications, the contents of the service provider's proposal response, the Pre- Bid Standard Terms and Conditions, and any clarification thereto submitted by the successful offeror shall become part of the contractual obligation and be incorporated by reference into the ensuing contract document.

5.14 Contract Performance Clause

There may be unannounced service quality evaluations during the contract period.

5.15 Subcontractors

Successful bidders shall be responsible for all acts and performance of any subcontractor or secondary suppliers that the successful bidder may engage for the completion of the terms of this bid. A delay that results from a subcontractor's conduct, negligence, or failure to perform shall not exempt the bidder from default remedies. Successful bidder shall be responsible for payment to all subcontractors or secondary suppliers.

5.16 Protest Process

SRTS must make every effort to make award recommendations in a fair, open, ethical, and transparent manner. In the event that a bidder feels an award has been made unfairly or



improperly, the bidder has the right to protest within ten (10) days of the issuance of the bid award. Upon receiving a written bid protest, SRTS will provide the protester with a copy of the protest procedures and a protest form, via email within fifteen (15) days of the complainant's filing. No verbal protest complaints will be addressed. Protests must be in written form and addressed to the Transit Director, 6401 Gordon Drive, Sioux City, IA 51106. The written protest should contain the following information:

- Name and title of complainant
- Name and address of business
- Phone number, email address, fax number
- Nature and extent of the protest
- Documentation of claims
- Action requested

The Transit Director will review and respond in writing to each substantive issue raised in the written protest within fifteen (15) working days. Depending on the nature of the complaint or protest, the Executive Director may respond or may refer the complaint or protest to the Board of Directors. In either case, a response must be rendered within fifteen (15) working days. The final step in the local protest procedures process rests with the SRTS Board of Directors. If the complainant is not satisfied with the response made by the Transit Director or Executive Director, the complainant may request a review by the Board of Directors via certified mail addressed to the Chair of the SRTS Board of Directors at 6401 Gordon Drive, Sioux City, Iowa 51106, with a copy sent to the Executive Director at 6401 Gordon Drive, Sioux City, Iowa 51106, and Transit Director, no more than five (5) days after the decision of the Executive Director or Transit Director. The Chair of the Board of Directors at its discretion has the right to review the request or by inaction, let the decision of the Executive Director or Transit Director stand. If there is no response from the Chair of the Board of Directors within five (5) business days, the decision of the Executive Director or Transit Director is affirmed.

If the Chair of the Board of Directors chooses to hold a special Board meeting to review the complaint, the Board will invite the protester to provide the following written information and details:

- Original complaint form
- Written response of the Executive Director and Transit Director
- Additional information submitted to or requested by the Board of Directors
- All documentation and pertinent facts relating to the dispute
- Recommendation of the Executive Director and Transit Director

After reviewing the written protest information, the Board of Directors will make a recommendation and provide a written response to the complainant's protest. If the Board of Directors chooses, prior to its final recommendations, invite the complainant to address the protest issue at a meeting scheduled by the Board. However, the Board of Directors at its sole discretion may choose to render its decision without consulting the complainant based solely on the evidence and information before it. After the conclusion of the Board of Directors' deliberations and decision, the Executive Director and Transit Director shall provide the Board's record of decision to the complainant with ten (10) business days. All decisions rendered by the Board of Directors are final. The complainant does have the option to



question reconsideration only if data becomes available that was not previously known, or if there has been an error of law or regulation. SRTS protest procedures are in accordance with FTA Guidance Circular 4220.1G, Third-Party Contracting Guidance.

PART 6: CERTIFICATIONS AND ASSURANCES

The A&E firm acknowledges the applicable FTA Certifications and Assurances that Iowa DOT (recipient) and SRTS (subrecipient) adhere to for federal funds. The firm will perform its services in a manner consistent with those obligations and compliance with all applicable federal laws, regulations and requirements including those in the FTA Master Agreement and required FTA contract clauses in Appendix A.

[FY2026 Annual List of Certifications and Assurances for FTA Grants and Cooperative Agreements
FTA Master Agreement \(version 34, November 26, 2025\)](#)



PART 7: ATTACHMENTS

Attachment 1 – Acknowledgement of Addenda

Attachment 2 – Proposal Form

Attachment 3 – Contractor’s Statement on Subcontractors

Attachment 4 – Non-Collusion, EEO/Non-Discrimination, Debarment Certification

Attachment 5 – Compliance Matrix

Attachment 6 – Lobbying Certification

Attachment 7 - Cargo Preference Certification

Attachment 8 – Clean Water Certification

Attachment 9 – Clean Air Act Certification

Attachment 10 – Taxpayer Identification Form

Attachment 11 – Seismic Safety

Attachment 12 – Americans with Disabilities Act (ADA)



Attachment 1 – Acknowledgement of Addenda

The undersigned acknowledges receipt of the following addenda to the Documents.

(Give number and date of each)

Addendum Number _____

Dated _____

Addendum Number _____

Dated _____

Addendum Number _____

Dated _____

Addendum Number _____

Dated _____

Addendum Number _____

Dated _____

Failure to acknowledge receipt of all addenda may cause the proposal to be considered non-responsive to this Request for Qualifications, which will require rejection of the proposal.

Signature

Title

Date



Attachment 2 – Proposal Form

To: Siouxland Regional Transit System
6401 Gordon Drive
Sioux City, IA 51106

The undersigned hereby agrees to furnish the services in accordance with the scope of work herein with the Siouxland Regional Transit System, which have been carefully examined and attached hereto.

Contractor's Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Age of Firm (years): _____ Contractor Federal I.D. #: _____

Annual Gross Receipts of the Firm: _____

Telephone #: _____ E-Mail: _____

Is the Firm Certified by the State of Iowa as a Disadvantaged Business Enterprise (DBE): _____

Person to Contact after Award: _____

I Hereby Agree to Abide By All Conditions Of This Proposal and Certify That I Am Authorized To Sign This Proposal For the Proposer.

Print Authorized Name: _____

Title: _____

Authorized Signature (Written): _____



Attachment 3 – Contractor’s Statement on Subcontractors

- 1. There are no subcontractors associated with this proposal.

Authorized Signee: _____

Printed Name: _____

Title: _____ Date: _____

For (Company): _____

OR

- 2. Listed below are subcontractors associated with this proposal. Additional sheets are attached as required. I _____ have also attached appropriate Disadvantage Business Certifications.

Name of Company: _____

Address: _____

Contact Person: _____

Telephone #: _____

E-mail: _____

Name of Company: _____

Address: _____

Contact Person: _____

Telephone #: _____

E-mail: _____



Attachment 4 – Non-Collusion, EEO/Non-Discrimination, Debarment Certification

The undersigned, an authorized representative of, _____(Firm), does hereby state that the Firm acknowledges, understands and certifies compliance with the following requirements.

A. NON-COLLUSION

This proposal is genuine and not collusive or a sham; that said Firm has not colluded, conspired, connived, or agreed, directly or indirectly, with any person to put in a sham proposal or to refrain from proposing, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, to fix the proposal price of affiant or of any other Firm, and that all statements in said proposal are true.

B. EQUAL EMPLOYMENT AND NONDISCRIMINATION

Firm and all subcontractors shall comply with the relevant provisions of federal, state and local laws and regulations to ensure that no employee or applicant for employment is discriminated against because of race, religion, color, sex, age, sexual orientation, gender identity, national origin, creed, genetic information, disability, veteran or military service.

C. DEBARMENT

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

1. Are not presently 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 antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
4. Have not within a three-year period preceding this proposal had one or more public transactions (federal, state or local) terminated for cause or default.

OR



The Proposer is unable to certify to all of the statements in this certification and attaches its explanation to this certification. (In explanation, certify to those statements that can be certified to and explain those that cannot.)

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of Title 31 USC § Sections 3801 are applicable thereto.

Date _____

Signature _____

Company Name _____

Attachment 5 – Compliance Matrix

Proposers are required to follow this form being provided in the spreadsheet format to indicate their compliance with the RFQ scope of work and required documentation.

<u>Requirement</u>	<u>Yes</u>	<u>No/NA</u>
Cover Letter		
Statement of Understanding		
Qualification and Capabilities of the Company		
Related Experiences and Minimum 3 References		
Statement and list of Subcontractors		
Acknowledgement of Addenda		
Proposal Form		
Contractor’s Statement on Subcontractors		
Non-Collusion, EEO/Non-Discrimination, Debarment Certification		
Lobbying Certification		
Cargo Preference Certification		
Clean Water Certification		
Clean Air Act Certification		
Taxpayer ID Form		
Seismic Safety		
Americans with Disabilities Act (ADA)		



Attachment 6 – Lobbying Certification

The Proposer certifies, to the best its knowledge and belief, that:

1. No federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a federal department or agency, a member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a member of the U.S. 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 thereof.
2. If any funds other than federal appropriated funds have been paid or shall be paid to any person for making lobbying contacts to an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal Contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction, as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, USC § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

Printed Name and signature of the proposers authorized official:

Print: _____ Signature _____

Title: _____



Attachment 7 – Cargo Preference Certification: Use of United States-Flag Vessels (46 USC. section 1241 46 CFR part 381)

The undersigned Responder agrees:

1. To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
2. To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contract bidder in the case of a lower tier participating subcontractor's bill-of-lading) and
3. To include these requirements in all lower tier participating subcontracts issued pursuant to the contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

Company Name _____

Name and title of the proposer's authorized official:

Authorized signature _____ Date _____



Attachment 8 - Clean Water Certification

The contract bidder agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC. 1251 et. seq. The contract bidder 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.

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

Company Name _____

Name and title of the proposer's authorized official:

Authorized signature _____ Date _____



Attachment 9 – Clean Air Act Certification

Clean Air Act

The contract bidder agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC.§§ 7401 et seq. The contract bidder 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.

The contract bidder also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FTA.

Company Name _____

Name and title of the proposer's authorized

Authorized signature _____ Date _____



Attachment 10 – Taxpayer Identification

The contract bidder consents to disclosure of its social security number or federal employer tax identification number to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the contract bidder to file tax returns and pay delinquent tax liabilities, if any.

Firm Name: _____

Business Address: _____

Federal Employer ID Number or Social Security:

Are you a sole proprietorship?	Yes	No
Are you an independent contractor?	Yes	No



Attachment 11 – 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.

Company Name _____

Name and title of the proposer's authorized official:

Authorized signature _____

Date _____



Attachment 12 – 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.

Company Name _____

Name and title of the proposer's authorized official:

Authorized signature _____ Date _____



APPENDIX A: FEDERAL CLAUSES

1. No Federal Government Commitment or Liability to Third Parties

Except as the Federal Government expressly consents in writing, the Recipient agrees that: (1) The Federal Government does not and shall not have any commitment or liability related to the Underlying Agreement, to any Third Party Participant at any tier, or to any other person or entity that is not a party (FTA or the Recipient) to the Underlying Agreement; and (2) Notwithstanding that the Federal Government may have concurred in or approved any Solicitation or Third Party Agreement at any tier that may affect the Underlying Agreement, the Federal Government does not and shall not have any commitment or liability to any Third Party Participant or other entity or person that is not a party (FTA or the Recipient) to the Underlying Agreement.

2. False or Fraudulent Statements or Claims

Civil Fraud. The Recipient acknowledges and agrees that: (i) Federal laws, regulations, and requirements apply to itself and its Underlying Agreement, including 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 CFR Part 31. (ii) By executing the Underlying Agreement, the Recipient certifies and affirms to the Federal Government the truthfulness and accuracy of any claim, statement, submission, certification, assurance, affirmation, or representation that the Recipient provides to the Federal Government. (iii) The Federal Government may impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, and other applicable penalties if the Recipient presents, submits, or makes available any false, fictitious, or fraudulent information. Criminal Fraud. The Recipient acknowledges that 49 U.S.C. § 5323(l)(1) authorizes the Federal Government to impose the penalties under 18 U.S.C. § 1001 if the Recipient provides a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation in 22 connection with a federal public transportation program under 49 U.S.C. chapter 53 or any other applicable federal law.

3. Access to Third Party Contract Records

The Recipient agrees to require, and assures that each of its Subrecipients will require, its Third Party Contractors at each tier to provide: (1) The U.S. Secretary of Transportation and the Comptroller General of the United States, the state, or their duly authorized representatives, access to all third party contract records (at any tier) as required under 49 U.S.C. § 5325(g); and (2) Sufficient access to all third party contract records (at any tier) as needed for compliance with applicable federal laws, regulations, and requirements or to assure proper management of Underlying Agreement as determined by FTA.

4. Notice to Third Party Participants

The Recipient agrees to include notice in each Third Party Agreement that: (i) 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 (ii) Applicable changes to those federal requirements will apply to each Third Party Agreement and parties thereto at any tier.

5. Termination

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

6. Civil Rights

The Recipient agrees that it must comply with applicable federal civil rights laws, regulations, and requirements, and follow applicable federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Recipient or a federal program, including the Indian Tribe Recipient or the Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with each civil rights statute, including compliance with equity in service requirements. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that it and each Third Party Participant will: (1) Prohibit discrimination based on race, color, religion, national origin, sex (including sexual orientation), disability, or age. (2) Prohibit the: (i) Exclusion from participation in employment or a business opportunity for reasons identified in 49 U.S.C. § 5332; (ii) Denial of program benefits in employment or a business opportunity identified in 49 U.S.C. § 5332; or (iii) Discrimination identified in 49 U.S.C. § 5332, including discrimination in employment or a business opportunity identified in 49 U.S.C. § 5332. (3) Follow: (i) The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance; but (ii) FTA does not require an Indian Tribe to comply with FTA program specific guidelines for Title VI when administering its Underlying Agreement supported with federal assistance under the Tribal Transit Program. 52 (c) Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant will: (1) Prohibit discrimination based on race, color, or national origin, (2) Comply with: (i) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, et seq.; (ii) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 CFR Part 21, including any amendments thereto; and (iii) Federal transit law, specifically 49 U.S.C. § 5332; and (3) Follow: (i) The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance; (ii) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3; and (iii) All other applicable federal guidance that may be issued. (d) Equal Employment Opportunity. (1) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination based on race, color, religion, sex, sexual orientation, or national origin, and: (i) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, et seq.; (ii) Comply with Title I of the Americans with Disabilities Act of 1990, as



amended, 42 U.S.C. §§ 12101, et seq.; (iii) Comply with federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of this Master Agreement; 53 (iv) FTA Circular 4704.1 "Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients;" and (v) Follow other federal guidance pertaining to EEO laws, regulations, and requirements. (2) Indian Tribes. The Recipient agrees to, and assures that each Third Party Participant will recognize that Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer". (e) Disadvantaged Business Enterprise. To the extent authorized by applicable federal laws, regulations, or requirements, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Underlying Agreement as follows: (1) Statutory and Regulatory Requirements. The Recipient agrees to comply with: (i) Section 11101(e) of IJIA; (ii) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 CFR Part 26, including any amendments thereto; and (iii) Federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of this Master Agreement. (2) Special Requirements for a Transit Vehicle Manufacturer (TVM). The Recipient agrees that: (i) TVM Certification. Each TVM, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 CFR Part 26, including any amendments thereto; and (ii) Reporting TVM Awards. Within 30 days of any third party contract award for a transit vehicle purchase, the Recipient must submit to FTA the name of the TVM contractor and the total dollar value of the third party contract using the Transit Vehicle Award Reporting Form on FTA's website. The Recipient must also submit additional 54 notifications if options are exercised in subsequent years to ensure that the TVM is still in good standing. (3) Assurance. As required by 49 C.F.R. § 26.13(a): (i) Recipient Assurance. The Recipient agrees and assures that: (A) It must not discriminate based on race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted contract, or in the administration of its DBE program or the requirements of 49 CFR Part 26; (B) It must take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted contracts; (C) Its DBE program, as required under 49 CFR Part 26 and as approved by U.S. DOT, is incorporated by reference and made part of the Underlying Agreement; and (D) Implementation of its DBE program approved by U.S. DOT is a legal obligation and failure to carry out its terms shall be treated as a violation of this Master Agreement. (ii) Subrecipient/Third Party Contractor/Third Party Subcontractor Assurance. The Recipient agrees and assures that it will include the following assurance in each subagreement and third party contract it signs with a Subrecipient or Third Party Contractor and agrees to obtain the agreement of each of its Subrecipients, Third Party Contractors, and Third Party Subcontractors to include the following assurance in every subagreement and third party contract it signs: (A) The Subrecipient, each Third Party Contractor, and each Third Party Subcontractor must not discriminate based on race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted subagreement, third party contract, and third party subcontract, as applicable, and the administration of its DBE program or the requirements of 49 CFR Part 26; (B) The Subrecipient, each Third Party Contractor, and each



Third Party Subcontractor must take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted 55 subagreements, third party contracts, and third party subcontracts, as applicable; (C) Failure by the Subrecipient and any of its Third Party Contractors or Third Party Subcontractors to carry out the requirements of this subparagraph 12.e(4)(ii) is a material breach of this subagreement, third party contract, or third party subcontract, as applicable; and (D) The following remedies, or such other remedy as the Recipient deems appropriate, include, but are not limited to, withholding monthly progress payments, assessing sanctions, liquidated damages, and/or disqualifying the Subrecipient, Third Party Contractor, or Third Party Subcontractor from future bidding as non-responsible. (4) Remedies. Upon notification to the Recipient of its failure to carry out its approved program, FTA or U.S. DOT may impose sanctions as provided for under 49 CFR Part 26, and, in appropriate cases, refer the matter for enforcement under either or both 18 U.S.C. § 1001, and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801, et seq. (f) Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with federal prohibitions against discrimination based on sex, including: (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681, et seq.; (2) U.S. DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 CFR Part 25; and (3) Federal transit law, specifically 49 U.S.C. § 5332. (g) Nondiscrimination on the Basis of Age. The Recipient agrees to comply with federal prohibitions against discrimination based on age, including: (1) The Age Discrimination in Employment Act, 29 U.S.C. §§ 621 – 634, which prohibits discrimination based on age; (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 CFR Part 1625; (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101, et seq., which prohibits discrimination against individuals based on age in the 56 administration of Programs, Projects, and related activities receiving federal assistance; (4) U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 CFR Part 90; and (5) Federal transit law, specifically 49 U.S.C. § 5332. (h) Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following federal prohibitions against discrimination based on disability: (1) Federal laws, including: (i) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination based on disability in the administration of federally assisted Programs, Projects, or activities; (ii) 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 individuals with disabilities: (A) For FTA Recipients generally, Titles I, II, and III of the ADA apply; but (B) For Indian Tribes, Titles II and III of the ADA apply, but Title I of the ADA does not apply because it exempts Indian Tribes from the definition of “employer;” (iii) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151, et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities; (iv) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination; and (v) Other applicable federal laws, regulations, and requirements pertaining to access for seniors or individuals with disabilities. (2) Federal regulations and guidance, including: (i) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 CFR Part 37; 57 (ii) U.S. DOT regulations, “Nondiscrimination on the

Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 CFR Part 27; (iii) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 49 CFR Part 38; (iv) U.S. DOT regulations, “Transportation for Individuals with Disabilities: Passenger Vessels,” 49 CFR Part 39; (v) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 CFR Part 35; (vi) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 CFR Part 36; (vii) U.S. EEOC, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 CFR Part 1630; (viii) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities,” 47 CFR Part 64, subpart F; (ix) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 CFR Part 1194; (x) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 CFR Part 609; (xi) FTA Circular 4710.1, “Americans with Disabilities Act: Guidance;” and (xii) Other applicable federal civil rights and nondiscrimination regulations and guidance. (i) Drug or Alcohol Abuse – Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of: (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101, et seq.; 58 (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541, et seq.; and (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2. (j) Access to Services for Persons with Limited English Proficiency. The Recipient agrees to provide meaningful access to public transportation services to persons with limited understanding of English to comply with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, et seq., and its implementing regulation at 28 CFR § 42.405(d), and applicable U.S. Department of Justice guidance. (k) Other Nondiscrimination Laws, Regulations, Requirements, and Guidance. The Recipient agrees to comply with other applicable federal nondiscrimination laws, regulations, and requirements, and follow federal guidance prohibiting discrimination. (l) Remedies. Remedies for failure to comply with applicable federal Civil Rights laws, regulations, and requirements, and failure to follow guidance may be enforced as provided in those federal laws, regulations, requirements, or guidance. (m) Federal Law and Public Policy Requirements. The Recipient 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. (n) Federal Anti-Discrimination. (1) Pursuant to section (3)(b)(iv)(A), Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity, the Recipient agrees that its compliance in all respects with all applicable Federal antidiscrimination laws is material to the government’s payment decisions for purposes of section 3729(b)(4) of title 31, United States Code. (2) Pursuant to section (3)(b)(iv)(B), Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity, by entering into this Agreement, the Recipient certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws.

7. Veterans Preference

As provided in 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients: (1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53; and (2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

8. Disadvantaged Business Enterprise

To the extent authorized by applicable federal laws, regulations, or requirements, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Underlying Agreement as follows:

- (1) Statutory and Regulatory Requirements. The Recipient agrees to comply with:
 - (i) Section 11101(e) of IJJA;
 - (ii) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 CFR Part 26, including any amendments thereto; and
 - (iii) Federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of this Master Agreement.
- (2) Special Requirements for a Transit Vehicle Manufacturer (TVM). The Recipient agrees that:
 - (i) TVM Certification. Each TVM, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 CFR Part 26, including any amendments thereto; and
 - (ii) Reporting TVM Awards. Within 30 days of any third party contract award for a transit vehicle purchase, the Recipient must submit to FTA the name of the TVM contractor and the total dollar value of the third party contract using the Transit Vehicle Award Reporting Form on FTA's website. The Recipient must also submit additional notifications if options are exercised in subsequent years to ensure that the TVM is still in good standing.



- (3) Assurance. As required by 49 C.F.R. § 26.13(a):
- (i) Recipient Assurance. The Recipient agrees and assures that:
 - (A) It must not discriminate based on race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted contract, or in the administration of its DBE program or the requirements of 49 CFR Part 26;
 - (B) It must take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted contracts;
 - (C) Its DBE program, as required under 49 CFR Part 26 and as approved by U.S. DOT, is incorporated by reference and made part of the Underlying Agreement; and
 - (D) Implementation of its DBE program approved by U.S. DOT is a legal obligation and failure to carry out its terms shall be treated as a violation of this Master Agreement.
 - (ii) Subrecipient/Third Party Contractor/Third Party Subcontractor Assurance. The Recipient agrees and assures that it will include the following assurance in each subagreement and third party contract it signs with a Subrecipient or Third Party Contractor and agrees to obtain the agreement of each of its Subrecipients, Third Party Contractors, and Third Party Subcontractors to include the following assurance in every subagreement and third party contract it signs:
 - (A) The Subrecipient, each Third Party Contractor, and each Third Party Subcontractor must not discriminate based on race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted subagreement, third party contract, and third party subcontract, as applicable, and the administration of its DBE program or the requirements of 49 CFR Part 26;
 - (B) The Subrecipient, each Third Party Contractor, and each Third Party Subcontractor must take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted subagreements,

third party contracts, and third party subcontracts, as applicable;

- (C) Failure by the Subrecipient and any of its Third Party Contractors or Third Party Subcontractors to carry out the requirements of this subparagraph 12.e(4)(ii) is a material breach of this subagreement, third party contract, or third party subcontract, as applicable; and
- (D) The following remedies, or such other remedy as the Recipient deems appropriate, include, but are not limited to, withholding monthly progress payments, assessing sanctions, liquidated damages, and/or disqualifying the Subrecipient, Third Party Contractor, or Third Party Subcontractor from future bidding as non-responsible.

- (4) Remedies. Upon notification to the Recipient of its failure to carry out its approved program, FTA or U.S. DOT may impose sanctions as provided for under 49 CFR Part 26, and, in appropriate cases, refer the matter for enforcement under either or both 18 U.S.C. § 1001, and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801, et seq.

9. Prompt Payment to Subcontractors

(a) You must establish, as part of your DBE program, a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment you make to the prime contractor.

(b) You must ensure prompt and full payment of retainage from the prime contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. You must use one of the following methods to comply with this requirement:

(1) You may decline to hold retainage from prime contractors and prohibit prime contractors from holding retainage from subcontractors.

(2) You may decline to hold retainage from prime contractors and require a contract clause obligating prime contractors to make prompt and full payment of any retainage kept by prime contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed.

(3) You may hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime

contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 30 days after your payment to the prime contractor.

(c) For purposes of this section, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the recipient. When a recipient has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

(d) Your DBE program must include the mechanisms you will use for proactive monitoring and oversight of a prime contractor's compliance with subcontractor prompt payment and return of retainage requirements in this part. Reliance on complaints or notifications from subcontractors about a contractor's failure to comply with prompt payment and retainage requirements is not a sufficient monitoring and oversight mechanism.

(e) Your DBE program must provide appropriate means to enforce the requirements of this section. These means must be described in your DBE program and should include appropriate penalties for failure to comply, the terms and conditions of which you set. Your program may also provide that any delay or postponement of payment among the parties may take place only for good cause, with your prior written approval.

(f) Prompt payment and return of retainage requirements in this part also apply to all lower-tier subcontractors.

(g) You may also establish, as part of your DBE program, any of the following additional mechanisms to ensure prompt payment:

(1) A contract clause that requires prime contractors to include in their subcontracts language providing that prime contractors and subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payment disputes. You may specify the nature of such mechanisms.

(2) A contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

(3) Other mechanisms, consistent with this part and applicable state and local law, to ensure that DBEs and other contractors are fully and promptly paid.

10. Federal Laws, Regulations, Requirements, and Guidance

The Recipient agrees: to comply with the requirements of 49 U.S.C. chapter 53 and other applicable federal laws, regulations, and requirements in effect now or later that affect its third party procurements;

- (1) To comply with the applicable U.S. DOT Common Rules; and
- (2) To follow the most recent edition and any revisions of FTA Circular 4220.1, "Third Party Contracting Guidance," to the extent consistent with applicable federal laws, regulations, requirements, and guidance.

11. 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.

12. Buy America

Rolling Stock. The Recipient agrees that any procurement for rolling stock will comply with 49 U.S.C. § 5325 (Contract Requirements), 49 U.S.C. § 5323(j) (Buy America Requirements), 49 U.S.C. § 5323(m) (Pre-Award and Post Delivery Requirements), and 49 U.S.C. § 5318(e) (Bus Testing Requirements), 49 U.S.C. § 5323(u) (limitation on certain rolling stock procurements), and their implementing regulations.

13. Notification to FTA; Flow Down Requirement

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its 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) Additional Notice to U.S. DOT Inspector General. The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient. In this paragraph, “promptly” means to refer information without delay and without change. This notification provision applies to all divisions of the Recipient, including divisions tasked with law enforcement or investigatory functions.

14. Lobbying

The Recipient agrees that neither it nor any Third Party Participant will use federal assistance to influence any officer or employee of a federal agency, member of Congress or an employee of a member of Congress, or officer or employee of Congress on matters that involve the Underlying Agreement, including any extension or modification, according to the following:

- (1) Laws, Regulations, Requirements, and Guidance. This includes:



- (i) The Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended;
 - (ii) U.S. DOT regulations, “New Restrictions on Lobbying,” 49 CFR Part 20, to the extent consistent with 31 U.S.C. § 1352, as amended; and
 - (iii) Other applicable federal laws, regulations, requirements, and guidance prohibiting the use of federal assistance for any activity concerning legislation or appropriations designed to influence the U.S. Congress or a state legislature; and
- (2) Exception. If permitted by applicable federal law, regulations, requirements, or guidance, such lobbying activities described above may be undertaken through the Recipient’s or Subrecipient’s proper official channels. Restrictions on Lobbying (31 U.S.C. § 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the certification required by 49 CFR Part 20. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

15. Clean Air Act and Federal Water Pollution Control Act

(Clean Air Act (42 U.S.C. §§ 7401 – 7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 – 1388), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401 – 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 – 1388). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

16. Cargo Preference

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. 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.

17. Fly America

The air transportation requirements of Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. § 40118, and U.S. General Services Administration (U.S. GSA) regulations, "Use of United States Flag Air Carriers," 41 C.F.R. §§ 301-10.131 – 301-10.143.

18. Davis-Bacon Act

(Davis-Bacon Act, as amended (40 U.S.C. §§ 3141 – 3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141 – 3144, and 3146 – 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to 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, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 CFR 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 Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of a public work, to give up any part of the compensation to which he or she is otherwise entitled.

The non-federal entity must report all suspected or reported violations to the federal awarding agency.

19. Contract Work Hours and Safety Standards Act

Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701 – 3708). Where applicable, 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 (29 CFR Part 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to

compute the wages of every mechanic and laborer based on a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic 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.

- a. Awards Involving Construction. The Recipient agrees to comply and assures that each Third Party Participant will comply with all federal laws, regulations, and requirements providing protections for construction employees involved in each Project or related activities with federal assistance provided through the Underlying Agreement, including the:

(1) Prevailing Wage Requirements of:

- i. Federal transit laws, specifically 49 U.S.C. § 5333(a), (FTA's "Davis-Bacon Related Act");
- ii. The Davis-Bacon Act, 40 U.S.C. §§ 3141 – 3144, 3146, and 3147; and
- iii. U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR Part 5.

- b. Wage and Hour Requirements of:

- i. Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3702, and other relevant parts of that Act, 40 U.S.C. § 3701, et seq.; and
- ii. U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR Part 5.

- c. "Anti-Kickback" Prohibitions of:

- i. Section 1 of the Copeland “Anti-Kickback” Act, as amended, 18 U.S.C. § 874;
 - ii. Section 2 of the Copeland “Anti-Kickback” Act, as amended, 40 U.S.C. § 3145; and
 - iii. U.S. DOL regulations, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States,” 29 CFR Part 3.
- d. Construction Site Safety of:
- i. Section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3704, and other relevant parts of that Act, 40 U.S.C. § 3701, et seq.; and
 - ii. U.S. DOL regulations, “Recording and Reporting Occupational Injuries and Illnesses,” 29 CFR Part 1904; “Occupational Safety and Health Standards,” 29 CFR Part 1910; and “Safety and Health Regulations for Construction,” 29 CFR Part 1926.

20. Copeland Anti-Kickback Act

“Anti-Kickback” Prohibitions of:

- i. Section 1 of the Copeland “Anti-Kickback” Act, as amended, 18 U.S.C. § 874;
- ii. Section 2 of the Copeland “Anti-Kickback” Act, as amended, 40 U.S.C. § 3145; and
- iii. U.S. DOL regulations, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States,” 29 CFR Part 3.

21. Bonding

The Recipient agrees to comply with the following bonding requirements and restrictions as provided in federal regulations and guidance:

- a. Construction. As provided in federal regulations and modified by FTA guidance, for each Project or related activities implementing the Underlying Agreement that involve construction, it will provide bid guarantee bonds, contract performance bonds, and payment bonds.
- b. Activities Not Involving Construction. For each Project or related activities.

- c. Implementing the Underlying Agreement not involving construction, the Recipient will not impose excessive bonding and will follow FTA guidance.

22. Seismic Safety

The Recipient agrees to comply with the Earthquake Hazards Reduction Act of 1977, as amended, 42 U.S.C. § 7701, et seq., and U.S. DOT regulations, "Seismic Safety," 49 CFR Part 41, specifically, 49 C.F.R. § 41.117.

23. Public Transportation Employee Protective Arrangements

As a condition of award of federal assistance appropriated or made available for FTA programs involving public transportation operations, the Recipient agrees to comply and assures that each Third Party Participant will comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

- a. U.S. DOL Certification. When its Award, the accompanying Underlying Agreement, or any Amendments thereto involve public transportation operations and are supported with federal assistance appropriated or made available for 49 U.S.C. §§ 5307 – 5312, 5316, 5318, 5323(a)(1), 5323(b), 5323(d), 5328, 5337, 5338(b), or 5339, or former 49 U.S.C. §§ 5308, 5309, 5312, or other provisions of law as required by the Federal Government, U.S. DOL must provide a certification of employee protective arrangements before FTA may provide federal assistance for that Award. The Recipient agrees that the certification issued by U.S. DOL is a condition of the Underlying Agreement and that the Recipient must comply with its terms and conditions.
- b. Special Warranty. When its Underlying Agreement involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The Recipient agrees that its U.S. DOL Special Warranty is a condition of the Underlying Agreement and the Recipient must comply with its terms and conditions.
- c. Special Arrangements for Underlying Agreements for Federal Assistance Authorized under 49 U.S.C. § 5310. The Recipient agrees, and assures that any Third Party Participant providing public transportation operations will agree, that although pursuant to 49 U.S.C. § 5310, and former 49 U.S.C. §§ 5310 or 5317, FTA has determined that it was not "necessary or appropriate" to apply the conditions of 49 U.S.C. § 5333(b) to any Subrecipient participating in the

program to provide public transportation for seniors (elderly individuals) and individuals with disabilities, FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate.

24. Substance Abuse

Drug-Free Workplace. The Recipient agrees to:

- a. Comply with the Drug-Free Workplace Act of 1988, as amended, 41 U.S.C. § 8103, et seq.;
- b. Comply with U.S. DOT regulations, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)," 49 CFR Part 32; and
- c. Follow and facilitate compliance with U.S. OMB regulatory guidance, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)," 2 CFR Part 182, particularly where the U.S. OMB regulatory guidance supersedes comparable provisions of 49 CFR Part 32.

Alcohol Misuse and Prohibited Drug Use.

- a. The Recipient agrees to comply and assures that its Third Party Participants will comply with:
 - i. Federal transit laws, specifically 49 U.S.C. § 5331;
 - ii. FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655; and
 - iii. Applicable provisions of U.S. DOT regulations, "Procedures for Transportation Workplace Drug and Alcohol Testing Programs," 49 CFR Part 40.
- b. Remedies for Non-Compliance. The Recipient agrees that if FTA determines that the Recipient or a Third Party Participant receiving federal assistance under 49.
- c. U.S.C. chapter 53 is not in compliance with 49 CFR Part 655, the Federal Transit Administrator may bar that Recipient or Third Party Participant from receiving all or a portion of the federal transit assistance for public transportation it would otherwise receive.

25. Energy Conservation

The Recipient agrees to, and assures that its Subrecipients will, comply with the mandatory energy standards and policies of its state energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6321, et seq., and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance required under FTA regulations, "Requirements for Energy Assessments," 49 CFR Part 622, subpart C.

26. Solid Wastes

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

27. National Intelligent Transportation Systems Architecture and Standards

The Recipient agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture requirements of 23 U.S.C. § 517(d), unless it obtains an exemption from those requirements, and to follow FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 Fed. Reg. 1455, January 8, 2001, and all other applicable federal guidance.

28. Nondiscrimination on the Basis of Disability

The Recipient agrees to comply with the following federal prohibitions against discrimination based on disability:

- (1) Federal laws, including:
 - (i) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination based on disability in the administration of federally assisted Programs, Projects, or activities;
 - (ii) 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 individuals with disabilities:

- (A) For FTA Recipients generally, Titles I, II, and III of the ADA apply; but
 - (B) For Indian Tribes, Titles II and III of the ADA apply, but Title I of the ADA does not apply because it exempts Indian Tribes from the definition of “employer;”
 - (iii) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151, et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities;
 - (iv) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination; and
 - (v) Other applicable federal laws, regulations, and requirements pertaining to access for seniors or individuals with disabilities.
- (2) Federal regulations and guidance, including:
- (i) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 CFR Part 37;
 - (ii) U.S. DOT regulations, “Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 CFR Part 27;
 - (iii) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 49 CFR Part 38;
 - (iv) U.S. DOT regulations, “Transportation for Individuals with Disabilities: Passenger Vessels,” 49 CFR Part 39;
 - (v) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 CFR Part 35;
 - (vi) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 CFR Part 36;
 - (vii) U.S. EEOC, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 CFR Part 1630;

- (viii) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities,” 47 CFR Part 64, subpart F;
- (ix) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 CFR Part 1194;
- (x) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 CFR Part 609;
- (xi) FTA Circular 4710.1, “Americans with Disabilities Act: Guidance;” and
- (xii) Other applicable federal civil rights and nondiscrimination regulations and guidance.

29. Special Notification Requirements for States

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.

The State agrees to provide the information required under this provision in the following documents: (1) applications for federal assistance, (2) requests for proposals or solicitations, (3) forms, (4) notifications, (5) press releases, and (6) other publications.

30. Safe Operation of Motor Vehicles

The Recipient agrees to implement Executive Order No. 13043, “Increasing Seat Belt Use in the United States,” April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by:

- (1) Adopting and promoting 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; and
- (2) Including a “Seat Belt Use” provision in each third party agreement related to the

Award.

Distracted Driving, Including Text Messaging While Driving. The Recipient agrees to comply with:

- (1) Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225);
- (2) U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009; and
- (3) The following U.S. DOT Special Provision pertaining to Distracted Driving:
 - (i) *Safety*. The Recipient 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 Recipient owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award;
 - (ii) *Recipient Size*. The Recipient agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving; and
 - (iii) *Extension of Provision*. The Recipient agrees to include the preceding Special Provision of section 34(b)(3)(i) – (ii) of this Master Agreement in its third party agreements, and encourage its Third Party Participants to comply with this Special Provision, and include this Special Provision in each third party subagreement at each tier supported with federal assistance.

31. Federal Tax Liability and Recent Felony Convictions

- (1) *Transactions Prohibited*.
 - (i) The Recipient agrees that, prior to entering into any Third Party Agreement

with any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, the Recipient will obtain from the prospective Third Party Participant a certification that the Third Party Participant—

- (A) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (B) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

- (ii) If the prospective Third Party Participant cannot so certify, the Recipient agrees to refer the matter to FTA and not to enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.

32. Incorporation of 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.

33. Prohibition on Certain Telecommunications and Video Surveillance Equipment or Services

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

- 1) Procure or obtain;
- 2) Extend or renew a contract to procure or obtain; or

3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

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

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

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

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

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

d) See also § 200.471.