



**CITY OF PHOENIX, ARIZONA
OFFICE OF THE CITY ENGINEER
DESIGN AND CONSTRUCTION PROCUREMENT**

REQUEST FOR QUALIFICATIONS

**CITY OF PHOENIX
PUBLIC TRANSIT DEPARTMENT
HIGH-CAPACITY TRANSIT
MATERIALS TESTING
ON-CALL SERVICES
CALENDAR YEARS 2026 TO 2030**

**PROCUREPHX PRODUCT CATEGORY CODE 925000000
RFx 6000001782**

REQUEST FOR QUALIFICATIONS

The City of Phoenix is seeking qualified firms to provide Materials Testing services for multiple High-Capacity Transit (HCT) Extensions on an on-call basis. Up to 10 firms will be selected for Materials Testing for a five-year term from January 1, 2026, through December 31, 2030.

This project will utilize Federal Transit Administration (“FTA”) funds and is subject to the requirements of 49 Code of Federal Regulations Part 26 and the U.S. Department of Transportation DBE Program.

SECTION I – SCOPE OF WORK

Over the course of the agreement, a wide variety of skills and capabilities in Materials Testing will be required for Light Rail Transit (LRT) and Bus Rapid Transit (BRT) Extensions.

Materials Testing Services:

Scope of work may include, but is not limited to geotechnical investigations, geotechnical and materials testing; **laboratory and field** testing of soil, concrete and asphalt; plant inspections; analyses and preparation of reports; and daily oversight to ensure compliance with Federal, State, City of Phoenix, Maricopa County and Valley Metro standards, policies and guidelines. Materials testing will include roadway, guideway, alley, water, sewer, dry utilities, landscape and irrigation, irrigation facilities, site, storm drain, retentions, embankments, earthwork, trenching, grading, soil treatments, masonry, structural steel, bridge/structures, sidewalk, ADA ramps, curb & gutter, and driveways for compliance with standard details, specifications, and approved plans.

Team members will provide services to ensure projects are successfully executed within scope, schedule, and budget. These extensions of staff will act as representatives of the City of Phoenix by attending construction meetings, submitting daily reports, and performing other services as required.

Scope of work may include but is not limited to the following:

- Attend daily, weekly, monthly meetings
- Daily interaction with the contractor (may include irregular work hours)
- Preparation of daily, weekly, and monthly reports
- Data entry into City of phoenix/Valley Metro program management system (ACONEX)
- Review and respond to contractor’s request for information, submittals and change orders
- Review and comment on contractor’s compliance with City of Phoenix’s asset management requirements
- Coordinate among/between other City Departments, City Staff, and other governmental agencies
- Other services as required to support successful completion of the work and City’s interest

The position(s) require knowledge of construction practices, civil engineering techniques, and terminology.

Work may require field and laboratory technicians to show proof of appropriate certifications: American Concrete Institute (ACI Field and Laboratory), Arizona Technical Testing Institute (ATTI Field & Laboratory), OSHA Trench Safety, and/or Mine Safety Health Administration (MSHA).

Material Testing Firm(s) must be certified through: Concrete & Cement Reference Laboratory (CCRL) and American Association of State Highway and Transportation Officials (AASHTO) re:source (formally American Material Reference Laboratory - AMRL).

The firm will provide vehicles, fuel, code books, cellular phones, laptops/tablets, printers, digital camera, and other equipment deemed necessary to complete the tasks. Cell phones and laptop/tablet must have full field connectivity. Firms must provide technical support for their equipment. All Materials Technicians are required to have the equipment listed on the City of Phoenix Materials Lab checklist and include straight edges, smart level, tape measures, probe, temperature gun, measuring wheel and other field equipment as required.

The firm will provide all required personal protective equipment (at a minimum, hard hat, safety vest, steel-toed boots, gloves, safety glasses, hearing protection) and any other equipment as required or directed by Light Rail Transit Program Manager.

The City of Phoenix will perform Quality Assurance and Quality Control. The contractor may provide Quality Control at their discretion. Valley Metro will perform inspections on LRT guideway.

Use of UNIFIER, an Application Service Provider (ASP) web-based project management database, may be required. The following information provides a guideline for utilization. Any questions related to the requirements of UNIFIER should be directed to the Project Manager.

- The Consultant will be required to maintain all project records in electronic format.
- The City provides an ASP web-based project management database which the Consultant will be required to utilize in the fulfillment of the contract requirements.
- The Consultant shall provide a computerized networked office platform with broadband internet connectivity.
- UNIFIER training will be provided through the City of Phoenix to firms under contract.

See attached Exhibit A – DBE Negotiated Contract Clause and Forms.

See attached Exhibit B – Federal Transit Administration Clauses and Forms.

SECTION II - PRE-SUBMITTAL MEETING

A pre-submittal meeting will be held at 9:00 a.m. on Monday, April 7, 2025, at 200 W. Washington Street, Phoenix AZ, 85003, City Hall First Floor Assembly Rooms A and B. At this meeting, City staff will discuss the scope of work, general project requirements, Federal Transit Administration Clauses, Disadvantage Business Enterprises requirements and respond to questions from the attendees. The High-Capacity Transit Construction Administration and Inspection On-Call Services will also be discussed. It is strongly recommended that interested firms attend the pre-submittal meeting. Inquiries regarding the project scope outside of this pre-submittal meeting must be directed to the Street Transportation, Contracts Specialist, Elena Rozenblum, elena.rozenblum@phoenix.gov

SECTION III - STATEMENT OF QUALIFICATIONS EVALUATION CRITERIA

Firms will be selected through a qualifications-based selection process based on the criteria below. Sub-criteria are listed in order of importance in relation to project services. City of Phoenix project experience is not required.

A. Experience of the Firm (maximum 100 points)

Describe the experience and qualifications of the firm in providing services for similar projects. Identify projects the firm has completed in the last three years. For each project listed, provide:

1. Description of the project including project name, scope and project owner

2. Project's start date and completion date
3. Firms' original contract value, final contract value, and reason for variance
4. Role of the firm, number of staff on the project and explain how this relates to the services being solicited

B. Experience of the Key Personnel (maximum 300 points)

Describe the experience and qualifications of the key personnel expected to be assigned and the firm's plan to maintain continuity of staffing for the proposed services.

For each key person identified provide:

1. Name of Field Personnel
2. Length of time with the firm, length of time in the industry
3. Any Certification/Qualifications
4. Experience related to the solicited services (comparable projects)
5. Role the team member will provide for the proposed services

C. Laboratory Testing and Responsiveness (maximum 250 points)

As part of our selection process, the City has the responsibility of considering the possibility of the firm receiving multiple task assignments under this agreement overlapping the same time period, in addition to any other on-going work the firm may have.

Describe the experience and qualifications of the key personnel expected to be assigned and the firm's plan to maintain continuity of staffing for the proposed services.

1. Name of Laboratory Personnel
2. Length of time with the firm, length of time in the industry
3. Any Certification/Qualifications
4. Experience related to the solicited services
5. Role the team member will provide

Provide an explanation of how your firm will approach laboratory testing of concrete, asphalt, and soils (IE: Providing expedited services (quick turn-around times) and deliverables, prioritizing staffing in relation to importance of assigned projects and schedule requirements).

D. Project Management and Responsiveness (maximum 200 points)

Provide your firm's management approach to:

1. Providing expedited services on requests and deliverables
2. Prioritizing staffing in relation to the importance of assigned projects and schedule requirements
3. Communicating processes for urgent tasks, response time expectations, escalation paths, safety protocols, etc.
4. Staff training and professional development

E. Other Selection Criteria (maximum 150 points)

Provide the following:

1. Brief description of the firm's capabilities
2. Firms' availability and commitment to this agreement
3. Firms' commitment to SBE/DBE outreach
4. Location of the firm's principal office and the home office location of key staff on this project

SECTION IV - SUBMITTAL REQUIREMENTS

Electronic Submittal Process: Firms interested in this project must submit a Statement of Qualifications (SOQ) electronically via email to the assigned Contracts Specialist at elena.rozenblum@phoenix.gov.

Submittal requirements are as follows:

- Vendor Information: All firms must be registered in the City's Vendor Management System prior to submitting a proposal. For new firms, the City will send an email to your firm with a vendor number upon completion of processing the request. The vendor number should be included on the cover of the SOQ. Information on how to register with the City is available at:**

<https://www.phoenix.gov/financesite/Pages/EProc-help.aspx>

If your firm is already registered with the City of Phoenix's ProcurePHX system, please visit <https://eprocurement.phoenix.gov/irj/portal> to login and access the electronic solicitation.

- The product category code for this RFQ is 925000000 and the RFx number is 6000001782.**

- Submittals:**

- Submittals must be emailed to the assigned Contracts Specialist by the submittal due date and time.
- Submit only one SOQ electronically, in .PDF format only, addressing all evaluation criteria. No hard copies will be accepted.
- Clearly display the firm legal name, vendor number, project title, and project number on the cover of the SOQ.
- A maximum of **12 pages** is permitted to address all content in the SOQ submittal **(Maximum page limit includes evaluation criteria and all additional content. It does not include information sheet.)**
- Submit the Statement of Qualifications by **12:00 noon, local time, on Friday, April 25, 2025.**
- Page size must still meet requirements of 8½" x 11"
- Font size must not be less than 10 point
- Content count:
 - ✓ Each side of a page containing evaluation criteria and additional content will be counted toward the maximum page limit noted above.
 - ✓ Pages that have project photos, charts and/or graphs will be counted towards the maximum page limit noted above.
 - ✓ Front and back covers, information sheet, Table of Contents pages, and divider (tab) pages **will NOT** be counted toward the maximum page limit noted above, unless they include evaluation criteria and additional content that could be considered by the selection panel.

- ☑ **Information Sheet:** Provide an information sheet that includes project title, project number, RFx number, legal firm name, address, phone number, vendor number, and the name, title, email address and signature of your contact person for the project. Do not include any additional information.
- ☑ **Evaluation Criteria:** Address the SOQ evaluation criteria.
- ☑ **Additional Content:** Resumes and other information may be included (*content shall be included within the permitted maximum page limit*).
- ☑ **Disadvantaged Business Enterprise (DBE) Attachments:** Include completed DBE Clause Exhibit A Form EO1 – PTD Statement of Outreach Commitment and supporting documentation, in a separate PDF attachment along with your SOQ submittal (DBE forms do NOT count towards maximum page count).
- ☑ **Disadvantaged Business Enterprise (DBE) Attachments:** Include completed DBE Clause Exhibit A Form EO2 – PTD Small Business Outreach Efforts and Bidders List and supporting documentation, in a separate PDF attachment along with your SOQ submittal (DBE forms do NOT count towards maximum page count).
- ☑ **Disadvantaged Business Enterprise (DBE) Attachments:** Include completed DBE Clause Exhibit A Form EO3 – PTD DBE Utilization Commitment and supporting documentation, in a separate PDF attachment along with your SOQ submittal (DBE forms do NOT count towards maximum page count).
- ☑ **Federal Transit Authority Attachments:** Include completed Federal Transit Authority (FTA) Exhibit B Forms – as applicable, in a separate PDF attachment along with your SOQ submittal (FTA forms do NOT count towards maximum page count).

Note: All pages exceeding the specified maximum page limit will be removed from the submittal and not considered in evaluating a submitted SOQ.

SECTION V – GROUNDS FOR DISQUALIFICATION

The following **will be grounds for disqualification**, and will be strictly enforced:

- Submitting a Statement of Qualifications to the assigned Contracts Specialist after the due date and time.
- Submitting a Statement of Qualifications to the assigned Contracts Specialist for a different project.
- Violating the “Contact with City Employees” policy contained in this RFQ.
- Failure to provide DBE documents due at time of submittal.
- Failure to provide FTA documents due at time of submittal.

SECTION VI - SELECTION PROCESS AND SCHEDULE

Interested firms will submit a SOQ. Firms will be selected through a qualifications-based selection process. A selection panel will evaluate each SOQ per the criteria set forth in Section IV above.

The City expects to create a final list of at least ten, but not more than twelve firms for this project. The City will enter into negotiations with the selected firms and execute a contract upon completion of negotiation of fees, contract terms, and City Council approval.

The following tentative schedule has been prepared for this project.

Pre-submittal Meeting	April 7, 2025
SOQs Due	April 25, 2025
Selection Notification	Late May 2025
On-Call Kick-Off Workshop	December 2025
Contracts Effective	January 1, 2026

If the City is unsuccessful in negotiating a contract with the best-qualified firms, the City may then negotiate with the next most qualified firm until a contract is executed, or the City may decide to terminate the selection process. Once a contract is executed with the successful firm, the procurement is complete.

All submitting firms will be notified of selection outcome for this project. The status of a selection on this project will be posted on the City of Phoenix’s “Tabulations, Awards, and Recommendations” website:

<http://solicitations.phoenix.gov/awards>

The selected Consultant should expect to comply with the Arizona State Statutes Title 34 and City of Phoenix Design and Construction Procurement’s contract provisions.

SECTION VII – GENERAL INFORMATION

Citywide Capital Improvement Projects. Consulting and contractor services supporting the City’s Capital Improvement Projects are procured under the authority of the City Engineer, currently located within the Street Transportation Department. Design and Construction Procurement coordinates the citywide consulting and construction contracting procurement processes.

Changes to Request for Qualifications. *Any changes to this Request for Qualifications (RFQ) will be in the form of a Notification.* The City of Phoenix shall not be held responsible for any oral instructions. Notifications are available on both the Current Opportunities and ProcurePHX webpage.

It shall be the responsibility of the registered RFQ holder to determine, prior to the submittal of the Statement of Qualifications, if a Notification has been issued. Registered RFQ holders may refer to the web page or call the Contracts Specialist (listed below) to ascertain if a Notification has been issued for this project.

Alternate Format. For more information or a copy of this publication in an alternate format, contact the Contracts Specialist (listed below) - Voice or TTY 711. Requests will only be honored if made within the first week of the advertising period.

Release of Project Information/Public Records Request. The City shall provide the release of all public information concerning the project, including selection announcements and contract awards. Those desiring to release information to the public must receive prior written approval from the City. To submit a Public Records Request, visit phoenix.gov/prr.

City Rights. The City of Phoenix reserves the right to reject any or all Statements of Qualifications, to waive any informality or irregularity in any Statement of Qualifications received, and to be the sole judge of the merits of the respective Statements of Qualifications received.

Contact with City Employees. This policy is intended to create a level playing field for all Proposers, assure that contracts are awarded in public, and protect the integrity of the selection process. **OFFERORS THAT VIOLATE THIS POLICY WILL BE DISQUALIFIED.**

Beginning on the date the RFQ is issued and until the date the contract is awarded or the RFQ withdrawn, all persons or entities that respond to the RFQ, including their authorized employees, agents, representatives, proposed partner(s), subcontractor(s), joint venture(s), member(s), or any of their lobbyists or attorneys (collectively the Proposer), will refrain from any direct or indirect contact with any person (other than the designated Contract Specialist) who may play a part in the selection process, including members of the evaluation panel, the City Manager, Assistant City Manager, Deputy City Managers, Department heads, the Mayor and other members of the Phoenix City Council. As long as the RFQ solicitation is not discussed, Proposers may continue to conduct business with the City and discuss business that is unrelated to this RFQ solicitation with City staff.

Commencing on the date and time a solicitation is published, potential or actual proposers (including their representatives) will only discuss matters associated with the solicitation with the Mayor, any members of City Council, the City Manager, any Deputy City Manager, or any department director directly associated with the solicitation (including in each case their assigned staff, except for the designated procurement officer) at a public meeting, posted under the Arizona Revised Statutes, until the resulting contract(s) are awarded or all offers or responses are rejected and the solicitation is cancelled without any announcement by the procurement officer of the City's intent to reissue the same or a similar solicitation.

Proposers may discuss their proposal or the RFQ solicitation with the Mayor or one or more members of the Phoenix City Council, provided such meetings are scheduled through the Contract Specialist (listed below), conducted in person at 200 W. Washington, Phoenix, Arizona 85003, and are posted as open meetings with the City Clerk at least twenty-four (24) hours prior to the scheduled meetings. The City Clerk will be responsible for posting the meetings. The posted notice shall identify the participants and the subject matter, as well as invite the public to participate.

Conflict of Interest. The City reserves the right to disqualify any Proposer on the basis of any real or apparent conflict of interest that is disclosed by the proposal submitted or any other data available to the City. This disqualification is at the sole discretion of the City. Any Proposer submitting a proposal herein waves any right to object now or at any future time, before any body or agency, including but not limited to, the City Council of the City of Phoenix or any court.

Protest Procedures. Firms responding to disqualification or a procurement outcome are referred to the Code of the City of Phoenix Chapter 2, Article XII, Section 2-187 to 2-190.4, which governs protest procedures utilized throughout the selection process. The procedures may be reviewed through the City of Phoenix website at:

<http://www.codepublishing.com/az/phoenix/>

A copy of the Protest Policy is also available online at:

<https://www.phoenix.gov/streets/procurement-opportunities>

Questions - Questions pertaining to this selection process or contract issues should be directed to the Contracts Specialist, Elena Rozenblum at (602) 534-5789 or email elena.rozenblum@phoenix.gov.

Exhibit A – DBE Negotiated Contract Clause and Forms
(ATTACHED)



City of Phoenix

PTD Disadvantaged Business Enterprises (DBE) Program DBE Requirements - Race & Gender-Neutral Competitive Procurement

RECIPIENT: City of Phoenix, Public Transit Department

The City of Phoenix has shown a historical commitment to business diversity. The City of Phoenix and its partners strive to advance the economic growth of small and minority businesses through its Disadvantaged Business Enterprises (DBE) Program.

The City of Phoenix DBE Program is managed and administered by the City's Equal Opportunity Department, Contract Compliance Division. Through a coordinated effort among several city departments and partner agencies, the DBE Program provides certification and opportunities in construction, purchasing, management, and technical assistance.

SECTION I. DEFINITIONS

Arizona Unified Certification Program (AZUCP) means a consortium of government agencies organized to provide reciprocal DBE certification within Arizona pursuant to 49 Code of Federal Regulations (CFR) Part 26. The official DBE database containing eligible DBE firms certified by AZUCP can be accessed at: <https://utracs.azdot.gov>.

Arizona's Unified Transportation Registration and Certification System (AZ UTRACS) is a comprehensive internet-based business directory containing certified ACDBEs, DBEs, and SBCs. The directory includes detailed firm profiles that include capabilities and geographic locations that can be accessed at: <https://utracs.azdot.gov/Search>.

Bidders List means a list created by the submitter, consisting of information about all Disadvantaged, Small, Minority Business (DSMB) and non-DSMB firms that bid or quote on the project. The list should include the firm's name; address; firm's DBE or non-DBE status; race and gender information for the firm's majority owner; NAICS code applicable to each scope of work the firm sought to perform in its bid; age of the firm; and the annual gross receipt of the firm. PTD will submit the completed bidders list to FTA as required.

Broker is a firm who arrange, facilitate, or expedite transactions.

City of Phoenix Certification and Compliance System means the web-based certification and compliance system used to track and monitor DBE and Small Business Participation. The system can be accessed at: <https://phoenix.diversitycompliance.com>.

Commercially Useful Function (CUF) means that a DBE is responsible for executing the work of the contract and is carrying out its responsibilities by performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. If a DBE does not perform or exercise responsibility for at least 30% of the total cost of its contract with its own work force, or if the DBE Subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, the DBE is presumed not to be performing a Commercially Useful Function.

Contract means a legally binding agreement that creates obligation between a seller to furnish supplies or services (including construction and professional services) and the buyer to pay for them.

Contractor means the submitting firm that was awarded the given contract with the Recipient and/or Subrecipient, to perform the work or service as specified by the contract.

Disadvantaged Business Enterprise (DBE) means a for-profit Small Business Concern, that has at least 51% owned and controlled by individuals or individual who are socially and economically disadvantaged, that have successfully completed the DBE certification process and have been granted DBE status by a UCP member pursuant to the criteria contained in 49 CFR Part 26. A directory of currently certified DBE firms is located at <https://utracs.azdot.gov/Search>.

Distributor means an established business that engages in the regular sale or lease of the items specified by the contract. The business assumes responsibility for the items it purchases once they leave the point of origin (e.g., a manufacturer's facility), making it liable for any loss or damage not covered by the carrier's insurance. If a Distributor meets the requirements for Commercially Useful Function (**CUF**), then 40% of the cost of materials or supplies counts toward the DBE goal.

EOD means the City of Phoenix Equal Opportunity Department.

Goods and Services Providers are firms that provide goods and services that represent a CUF as a DBE or Small Business.

Joint Venture (JV) means an association between two or more persons, partnerships, corporations, or any combination thereof, formed to carry on a single business activity. The JV is limited in scope and duration to this Contract. The resources, asset, and labor of the participants must be combined in an effort to accrue profit.

Manufacturer means a firm that owns (or leases), operates, or maintains a factory or establishment that produces on the premises the materials, supplies, articles or equipment required under the contract and of the general character described by the specifications. Manufacturing includes blending or modifying raw materials or assembling components to create the product to meet contract specifications. When a DBE makes minor modifications to the materials, supplies, articles, or equipment, the DBE is not a manufacturer.

Outreach Efforts means the diligent and good faith efforts demonstrated by a Submitter to solicit participation from interested and qualified DBEs and other Small Businesses. Submitter must identify and document potential business opportunities for DBEs and other Small Businesses, describe what efforts were undertaken to solicit DBE and other Small Businesses participation, disclose results of negotiations with DBEs and other Small Businesses, and communicate and record Submitter's selection decisions relating to DBE and Small Business participants.

PTD DBE Compliance Specialist means a Recipient employee responsible for DBE Program compliance with this contract.

Public Transit Department (PTD) is the designated recipient and responsible agency for the Federal Transit Administration (FTA) funding and compliance.

Race- and Gender-Neutral (RGN) Measures means a measure or program that is or can be used to assist all Small Businesses.

Recipient means the City of Phoenix Public Transit Department (PTD) for the purposes of this Contract.

Regular Dealer/Supplier is a firm that owns (or leases) and operates a store, warehouse, or other establishment in which the materials, supplies, articles, or equipment of the general character described by the specifications and required under the contract are bought, kept in sufficient quantities, and regularly sold or leased to the public in the usual course of business.

Responsible Submitter means a firm that has been selected to continue in the procurement process by the Recipient and/or Subrecipient.

Responsive Submitter means a firm that has met the minimum DBE program requirements as outlined in the solicitation and due at the time of submittal.

Small Business Concern (SBC) means with respect to firms seeking to participate in contracts funded by the U.S. Department of Transportation (US DOT), a Small Business Concern as defined in section 3 of the Small Business Act and Small Business Administration regulations implementing the Act (13 CFR part 121), which Small Business Concern does not exceed the cap on average annual gross receipts specified in 49 CFR § 26.65(b). "Small Business" and "Small Business Concern" are used interchangeably in this DBE Contract Clause.

Small Business Enterprise (SBE) means a for-profit Small Business that has been determined to meet the requirements for SBE certification with the City of Phoenix and whose certification is in force at the time of the award of business by the City. A directory of City of Phoenix certified SBE firms is located at <https://phoenix.diversitycompliance.com>.

Small Business Participation Plan (SBPP) details the types of work firms will solicit DBEs to perform and a projected timeframe in which actual subcontracts will come to fruition. The Recipient requires firms to make written SBPP revisions annually throughout the life of the contract.

Subcontract means a contract at any tier below the prime contract, including a purchase order.

Subcontractor means a firm that holds a contract/agreement between a firm and a lower tier contractor, including a vendor under a purchase order.

Submitter means a contractor, corporation, or firm that tenders a submittal to the Recipient or its subrecipient to perform services requested by a solicitation or procurement. The submittal may be direct or through an authorized representative. (Submitter is inclusive of the terms: *Bidder, Offeror, Proposer, Respondent*, etc.)

Subrecipient is an entity that receives Federal Transit Administration (FTA) funds from the Recipient. FTA subrecipients include but is not limited to the City of Avondale, the City of Buckeye, the City of Chandler, the City of Glendale, the City of Goodyear, the City of Mesa, the City of Peoria, the City of Tempe, and the City of Scottsdale.

Successful Submitter means a firm that has been awarded the contract by the Recipient and/or Subrecipient to perform services or furnish supplies requested by a solicitation or procurement.

Transit Vehicle Manufacturers (TVMs) means any manufacturer whose primary business purpose is to manufacture vehicles specifically built for public mass transportation. Such vehicles include, but are not limited to: buses, rail cars, trolleys, ferries, and vehicles manufactured specifically for paratransit purposes. Producers of vehicles that receive post-production alterations or retrofitting to be used for public transportation purposes (e.g., so-called cutaway vehicles, vans customized for service to people with disabilities) are also considered transit vehicle manufacturers. Businesses that manufacture, mass-produce, or distribute vehicles solely for personal use and for sale "off the lot" are not considered transit vehicle manufacturers.

Transit Vehicle Manufacturers Goals means the goals for which FTA recipients will require each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, to certify that it has complied with the requirements of 49 CFR 26.49.

SECTION II. GENERAL REQUIREMENTS

A. **Applicable Federal Regulations**

This Contract is subject to DBE requirements issued by USDOT in 49 CFR Part 26. Despite the lack of a race- and gender-conscious DBE participation goal for this Contract, the Recipient must track and report DBE participation that occurs as a result of any procurement, goods/services, or other arrangement involving a DBE. For this reason, the Contractor must provide all relevant information to enable the required reporting.

B. **DBE Participation**

For this solicitation, the City has *not* established a race- or gender-*conscious* DBE participation goal. The Recipient extends to each individual, firm, vendor, supplier, contractor, and Subcontractor an equal economic opportunity to compete for business. The Recipient uses race- and gender-*neutral* measures to facilitate participation of DBEs. The Recipient strongly *encourages* each Submitter to voluntarily subcontract with DBEs to perform a Commercially Useful Function (CUF) for the part of the work that the Contractor might otherwise perform with its own forces.

C. **Counting DBE Participation**

The Recipient will count DBE participation as authorized by federal regulations. A summary of these regulations can be found at www.ecfr.gov (49 CFR Part 26.39 and Part 26.55).

D. **Small Business Participation**

The Recipient will track the participation of all approved businesses throughout the life of this contract. The Recipient will count Small Business participation as authorized by federal regulations. A summary of these regulations can be found at www.ecfr.gov (49 CFR Part 26.39).

- a. **Initial SBPP** The Submitter/Contractor shall complete and submit an Initial Small Business Participation Plan (SBPP) within **30 calendar days after contract award** (as authorized by Recipient's governing board or council) including any associated supporting documentation. To be considered responsive, the SBPP must include a commitment to meet the goal and provide details of the types of subcontracting work or services (with projected dollar amount) that the proposer will solicit DBEs to perform. The SBPP must include an estimated time frame in which actual DBE subcontracts would be executed.
- b. **Annual SBPP Update** The Submitter/Contractor shall provide a Small Business Participation Plan (SBPP) on an **annual basis** by the anniversary date of contract execution. The SBPP must contain strategies to foster small business participation and information concerning the small businesses, including any changes to the initial SBPP.

E. DBE Certification

Only firms (1) certified by the AZUCP or another UCP member, and (2) contracted to perform a Commercially Useful Function (CUF) on scopes of work for which they are certified, may be considered to determine DBE participation resulting from RGN measures on this Contract.

F. Civil Rights Assurances

As a recipient of USDOT funding, the Recipient and Subrecipient has agreed to abide by the assurances found in 49 CFR Parts 21 and 26. Each Contract signed by the Recipient and/or its Subrecipient and the Contractor, and each Subcontract signed by the Contractor and any Subcontractor, must include the following assurance *verbatim*:

- a. "The contractor, sub recipient or Subcontractor must not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor must carry out applicable requirements of [49 CFR part 26](#) in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
 - (1) Withholding monthly progress payments;
 - (2) Assessing sanctions;
 - (3) Liquidated damages; and/or
 - (4) Disqualifying the contractor from future bidding as non-responsible.
- b. The contractor, subrecipient or Subcontractor agrees to include the above statements in any subsequent agreement or contract covered by 49 CFR, Part 26, that it enters and cause those businesses to similarly include the statement in further agreements."

G. Nondiscrimination/Equal Opportunity

The Recipient will not exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Parts 26, on the basis of race, color, sex, or national origin.

In administering its DBE program, the Recipient will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program with respect to individuals of a particular race, color, sex, or national origin.

The Recipient further agrees to meet the nondiscrimination requirements provided in 49 CFR Part 26, § 26.7 with respect to the award and performance of any agreement, contract, or Subcontract.

The Recipient will take all necessary and reasonable steps to ensure nondiscrimination in the award and administration of contracts and agreements covered under the DBE Program.

H. Required Outreach Efforts

The Recipient has implemented outreach requirements for this contract. Specifically, each contract must:

- (1) identify small-business-participation opportunities, including Commercially Useful Functions (CUF);
- (2) actively solicit proposals from small businesses;
- (3) evaluate small-business proposals; and
- (4) communicate selection decisions to small businesses, including each rejection of a small-business

proposal.

If a Contractor fails to conduct these Outreach Efforts or fails to submit the required documentation of Contractor's Outreach Efforts as indicated, the Recipient may determine that the Contractor is noncompliant.

SECTION III. PRE-AWARD SUBMITTAL REQUIREMENTS

A. **Form EO1 – PTD Statement of Outreach Commitment**

Each Submitter must sign, date, and submit a completed Form EO1 - Statement of Outreach Commitment. **Form EO1 – PTD is due with initial submittal.**

B. **Form EO2 – PTD Small Business Outreach Efforts and Bidders List**

Each Submitter must complete and submit Form EO2 –Small Business Outreach Efforts and Bidders List documenting its diligent, earnest outreach efforts for professional services, as described in this clause. **Form EO2 – PTD and all supporting documentation are due with initial submittal.**

Submitter must list all DBEs and all Small Business Concerns (SBCs) contacted by the Submitter. Submitter must also provide the following minimum information to document its Outreach Efforts and Bidders List in the designated columns within Form EO2-PTD:

1. **Column A - Small Business Name and Contact Information**

Must list each business's full legal name and contact information, including address, phone number, email, and/or fax. The submitter must inquire to obtain the following: the number of years in business, its range of annual gross receipts, the gender of the majority owner, and the race of the majority owner.

2. **Column B - Business Status (DBE, SBC, SBE)**

Indicate the business status. Check all that apply, if known.

- The official DBE database containing eligible DBE and SBC firms can be accessed at: <https://utracs.azdot.gov>.
- City of Phoenix SBE Certification Directory can be accessed at: <https://phoenix.diversitycompliance.com>.

3. **Column C - Scope(s) of Work Solicited**

List the NAICS Cods and scope(s) of work solicited for which the small business was considered for participation in the proposal. The solicitation must include a description of the scope(s) of work being requested.

4. **Column D - Solicitation Method**

Indicate the solicitation method by which each small business was contacted for your outreach efforts and provide supporting documentation. Supporting documentation must include a copy of the actual solicitation sent to DBE. The solicitation may be in the form of letters or attachments to email, phone logs, newspapers, websites, and trade papers, outreach events, etc. If using a log as supporting documentation, it must include:

- List the Solicitation Method
- Name of Submitter's Representative
- Name of Company Contacted
- Name of Person Contacted
- Company's Contact Information Used to Reach the Company (e.g. phone number, email)
- Date and Time of Contact
- Details of the Communication

5. Column E - Selection Decision

Indicate the Submitters selection decision for each small business that responded to the solicitation.

Whether or not a firm was selected.

If not selected, provide an explanation of why the firm was not selected.

If selected, indicate the Dollar Value.

6. Column F - Method of Communication of Final Selection Outcome

The Submitter must notify the final selection outcome to all small businesses that responded. The supporting documentation for this notification may be in the form of an email, letter, or a telephone log, etc. This documentation must show the following information regarding the final selection:

- Date firm was notified of outcome
- Method used to communicate selection:
 - Email
 - Phone
 - Fax
 - Letter
 - In person

*Submitter must provide supporting documentation that shows Submitter has communicated its final selection decisions and outcomes to all DBEs and Small and/or Minority Businesses, including those not chosen to participate in this Contract.

Every year on the anniversary of the contract execution date of the Contract, the Contractor must provide the Recipient with an updated Small Business Participation Plan (SBPP), detailing continued commitment to reaching out to DBEs. The SBPP must contain strategies to foster small business participation and information concerning the small businesses, including any changes to the initial SBPP (EO2-PTD and EO3-PTD).

C. Form EO3 - PTD DBE Utilization Commitment

The Submitter must complete, sign, date and submit EO3 – PTD DBE Utilization Commitment. **Form EO3 – PTD and all supporting documentation are due with initial submittal**, which commits the Submitter to the Recipient as follows:

1. The firms indicated as “Selected” on Form EO2-PTD – PTD Small Business Outreach Efforts and Bidders List, will participate in this Contract;
2. The Submitter will comply with the Race- and Gender-Neutral post-award compliance requirements as stated in the DBE contract clause;
3. Submitter understands and agrees that any and all changes or substitutions to Subcontracts with DBEs and Small Businesses must be authorized by the PTD DBE Compliance Specialist prior to implementation; and
4. The following statement is true and correct: The Submitter will designate the proposed total participation of DBE, SBE, and SBC firms in this contract on Form EO3.

D. Failure to Submit Forms EO1-PTD, EO2-PTD and EO3-PTD

Submittals that do not have these forms completed and signed, including the supporting documentation required by EO2-PTD, may be deemed nonresponsive. A nonresponsive submittal will be disqualified from further evaluation.

E. Failure to Meet Outreach Requirements

The PTD DBE Compliance Specialist will determine, in writing, whether the Submitter has satisfied all outreach requirements. If the PTD DBE Compliance Specialist determines the Submitter failed to satisfy the outreach requirements, then the PTD DBE Compliance Specialist may determine the submittal is nonresponsive. A determination of non-responsiveness *disqualifies* Submitters from further consideration for the Contract award. The Recipient must send written notice to Submitter stating the basis for the PTD DBE Compliance Specialist’s decision.

F. Administrative Reconsideration

In the event that the PTD determines the Submitter failed to submit required and completed documentation to meet the DBE Outreach Requirements, an opportunity for reconsideration of this determination will be provided. This opportunity for reconsideration will seek to obtain clarification of documentation submitted with the bid.

Within seven (7) business days of being informed by PTD that the Submitter is not responsive based on insufficient demonstration and/or incomplete documentation of Outreach Efforts, the Submitter may submit its written request for administrative reconsideration to:

**City of Phoenix Disadvantaged Business Enterprise Liaison Officer (DBELO) or Designee
Equal Opportunity Department
200 W. Washington, St. 15th Floor
Phoenix, AZ 85003
Phone: (602) 262-6258
Fax: (602) 534-1124
TTY: 7-1-1 Friendly**

with copy to the Recipient's Procurement Officer at PTDprocurement@phoenix.gov

If the request for Administrative Reconsideration is not submitted within the allotted seven (7) business days, the non-responsive Submitter will not utilize the DBE Program submittal requirements as the basis for its future protest.

As part of this reconsideration process, the Submitter will have an opportunity to provide written clarification or argument concerning the issue of whether it met the Outreach Requirements or provided sufficient supporting and completed documentation of good faith efforts at the time of bid. The DBELO or Designee will review solely the written clarification or argument, along with any document(s) originally submitted at the time of bid. No new or revised forms or supporting documentation will be reviewed for consideration.

The DBELO or designee will send the Submitter a written decision on the reconsideration, explaining the basis for finding that the Submitter did or did not meet the DBE Outreach Requirements. The result of the reconsideration process is not administratively appealable and cannot be escalated or included in any other protest not related to the DBE Program.

SECTION IV. POST-AWARD GENERAL REQUIREMENTS

The Recipient has implemented outreach efforts requirements for this Contract. Specifically, the Contractor must:

- (1) identify small-business-participation opportunities, including Commercially Useful Functions (CUF);
- (2) actively solicit proposals from small and minority businesses;
- (3) evaluate small-business proposals; and
- (4) communicate selection decisions to small and minority businesses, including each rejection of a small-business proposal.

A. Subcontracting Commitment

The Small Business Subcontractors identified and accepted in the Small Business Outreach documents must have an executed contract in place prior to the performance of work. Executed contracts and all lower tier contracts must contain the required Civil Rights Assurances and Prompt Payment provisions.

The Contractor will submit to the Recipient, through the City of Phoenix Certification and Compliance System, all executed contracts, purchase orders, subleases, agreements, and other arrangements formalizing agreements between Contractor and all Subcontractors, upon execution throughout the life of this contract.

The Contractor will not terminate any approved or DBE Small Business Subcontracts, nor will the Contractor alter the scope of work or reduce the Subcontract amount, without the PTD DBE Compliance Specialist's prior written approval. Any request to alter a DBE Subcontract must be submitted in writing to the EO Compliance Specialist before any change is made. If the Contractor fails to do so, the Recipient may declare the Contractor in breach of contract.

B. Counting Small Business Participation

The Contractor may only count expenditures for certified DBE Subcontractors that perform a Commercially Useful Function (CUF), in the NAICS Codes in which it is certified or verified in, on the contract. A DBE performs a CUF when it is responsible for execution of the work of the contract and is carrying out its responsibilities by performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable) and paying for material itself. A DBE Subcontractor must perform or exercise responsibility for at least 30% of the total cost of its Subcontract value with its own workforce and equipment before its participation can be counted. DBEs must manage and control the performance of its contract and not be dependent on the prime's personnel and equipment to complete its work. Scope(s) of work not covered in the DBE firm's certification description **will not** be counted as DBE participation.

C. Commercially Useful Function (CUF) & Counting of DBE Trucking/Hauling

49 CFR Part 26.55 Section (d) defines CUF and the counting of DBE participation Trucking/Hauling as follows:

- The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose achieving DBE participation.
- The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
- The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
- The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the value of these hauling services.

D. Counting DBE Certified Manufactures, Suppliers, and Brokers:

49 CFR Part 26.55 Section (e) permits the counting of expenditures with DBEs for materials or supplies toward DBE participation as provided in the following:

- If the materials or supplies are obtained from a **DBE manufacturer**, count 100 percent of the cost of the materials or supplies toward DBE participation.
- If the materials or supplies are purchased from a **DBE regular dealer (supplier)**, count 60 percent of the cost of the materials or supplies, including transportation, toward DBE participation.
- If materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer, **(packager, broker, or manufacturer's rep.)** count 40 percent of materials or supplies (including transportation costs toward DBE participation.

If an approved DBE allows its DBE certification to expire, or the certification is revoked during the course of the Subcontract, the Recipient will consider all work performed by the DBE under the original contract to count as DBE participation. No increased scope of work negotiated after expiration or revocation of the DBE's certification may be counted. Any work performed under a Contract extension granted by the Recipient may not be counted as DBE participation. If a DBE's certification is lost while under contract with a Contractor, solely because the DBE exceeded the size standard during the performance of the contract, the DBE's performance may count toward the contract goal. If a DBE is decertified because it was acquired by or merged with a non-DBE, the continued performance of the now non-DBE may not count toward the contract goal. If this negatively impacts the Contractor's ability to meet the contract goal, in good faith, the Contractor is strongly encouraged to Subcontract with other DBEs.

E. DBE Substitutions

If the DBE was approved by the Recipient, the DBE Compliance Specialist will consider whether or not the Contractor has exercised diligent and good-faith efforts to find another DBE a replacement. The Contractor must complete the **Request for Substitution/Exemption Form**, notifying the PTD DBE Compliance Specialist in writing of the necessity to substitute a DBE and providing specific reason(s) for the substitution or replacement. Actual

substitution or replacement of a DBE may not occur before the PTD DBE Compliance Specialist's written approval has been obtained.

F. Relief from Proposed DBE Utilization

After Contract award, the Recipient will not grant relief from the proposed DBE utilization except in extraordinary circumstances. The Contractor's request to modify Small Business participation must be in writing to the PTD DBE Compliance Specialist.

Contractor's written request must set forth the amount of relief sought, evidence that demonstrates why relief is necessary, and any additional relevant information that the PTD DBE Compliance Specialist should consider. The Contractor must include with the request all documentation of Contractor's attempts to Subcontract with the DBE and any other action taken to locate and solicit a replacement Small Business.

G. Prompt Payment of Subcontractors

The prompt payment clause must be included in every contract and Subcontract.

The Contractor must promptly pay its Subcontractors, subconsultants, subconsultants or suppliers. **For projects governed by 49 CFR, Part 26 payment must be made within five (5) calendar days** after the Contractor has received payment for scope of work completed by the Subcontractor. If the Contractor diverts any payment received for a DBE's work performed on the Contract or fails to reasonably account for the application or use of the payment, the Recipient may declare the Contractor in breach of contract.

Under the prompt-payment provisions of 49 CFR Part 26, the Contractor must ensure prompt and full payment of retentions to Subcontractors and suppliers. The Contractor must pay each Subcontractor's and supplier's retention no later than 30 days the satisfactory completion of and scope of work, and after the Recipient has paid for the scope(s) of work. If the Recipient reduces the Contractor's retention, the Contractor must correspondingly reduce the retentions of Subcontractors and suppliers that have performed satisfactory work.

Nothing in this section prevents the Contractor from enforcing its Subcontract with a Subcontractor or supplier for defective work, late performance, and other claims arising under the Subcontract.

SECTION V. RECORDS & REPORTING REQUIREMENTS

A. Records

During the performance of the Contract, the Contractor must keep all records necessary to document DBE participation. The Contractor must provide the records to the Recipient within 72 hours of the Recipient's request and at final completion of the Contract. The Recipient will prescribe the form, manner, and content of reports. The required records include:

1. All bidders' information to include firm's name; address; DBE or other status; race and gender information for the firm's majority owner; NIACS code(s) applicable to each scope of work the firm sought to perform in its bid; age of the firm; and the annual gross receipt of the firm.
2. A complete listing of all Subcontractors and suppliers on the project.
3. Each Subcontractor's and supplier's scope performed.
4. The dollar value of all Subcontracting work, services, and procurement.
5. Copies of all executed Subcontracts, purchase orders, invoices, and Subcontractor receipts.
6. Total operating expenses and total costs of goods sales.
7. Copies of all payment documentation and Change Orders.

B. Records Maintenance

The Recipient requires the Contractor to maintain records and documents of payments to subcontractors, including DBEs, for a minimum of **three (3) years**, unless otherwise provided by applicable record retention requirements for the Recipient's financial assistance agreement, whichever is longer. These records will be made available for inspection upon request by any authorized representative of the Recipient or USDOT. The reporting requirement extends to all subcontractors, both DBE and non-DBE firms.

C. Reports

The Contractor is required to file the following payment reports in the City of Phoenix Certification and Compliance System:

1. **Progress Payments:** By the 15th of *each* month, the Contractor must enter payment information and related supporting documentation into the City of Phoenix Certification and Compliance System.
 - a. The total of all payments received from the Recipient during the previous month.
 - b. All payments made to Subcontractors during the previous month.
 - c. Supporting documentation to corroborate the payment amounts, which include but not limited to invoices and pay receipts.

The is responsible for ensuring that Subcontractors confirm receipt of payment in the City of Phoenix Certification and Compliance System by the end of each month.

2. **Final Payment:**

Before the Recipient processes the Contractor's final payment and/or outstanding retention held against the Contractor, the Contractor must notate in the City of Phoenix Certification and Compliance System:

- a. The payment to each Subcontractor is considered "Final."
- b. Every Subcontractor must confirm they have received full and "Final" payment in the City of Phoenix Certification and Compliance System.

For federal reporting purposes, the ***Certification of Final Payment Form*** must be completed and signed by the Contractor and DBE firm(s). The Contractor is responsible for ensuring that Subcontractors confirm the receipt of full and "Final" payment in the Phoenix Contract Compliance System.



City of Phoenix
PUBLIC TRANSIT DEPARTMENT

**PTD Disadvantaged Business Enterprises (DBE) Program
DBE – Negotiated Contract Clause (Competitive Procurement)**

FORM EO1 - PTD STATEMENT OF OUTREACH COMMITMENT

(Due with initial submittal)

Project Number:	Project Title:
------------------------	-----------------------

On behalf of the Submitter, I certify under penalty of perjury that the following information is true and correct.

If selected as the Successful Submitter, the Successful Submitter will:

1. Fulfill all required small business outreach requirements and shall submit all required outreach efforts documentation for contracting opportunities due at the time designated by the procuring entity, but no later than contract award;
2. Conduct all required small business outreach and will submit all supporting documentation; and
3. Comply with the Race - and Gender-Neutral post-award requirements stated in the DBE Contract Clause.

Company Name: _____

Company Mailing Address: _____

Representative Name: _____

Title: _____

E-mail: _____

Phone Number: _____

Signature

Date



**PTD Disadvantaged Business Enterprises (DBE) Program
DBE – Negotiated Contract Clause**

**Form EO2 - PTD BIDDERS LIST AND SMALL BUSINESS OUTREACH EFFORTS
(Due with initial submittal)**

Name of Submitting Company:		Contract # / Project #:				
Contract Name:						
Point of Contact:		Phone:	Email:			
Successful Respondent must conduct outreach efforts and submit supporting documentation of those efforts, as described in the Parts 26, in accordance with the detailed instructions in the Contract Clauses. Successful Respondent should make copies of this form as needed. Sections A, B, and C must be completed for all businesses being proposed by the respondent(s).		If firm is a DBE or SBE, sections D, E, and F are required to be completed. Supporting documentation is required for columns D and F.				
(A) Small Business Name and Contact Information	(B) Business Status	(C) Scope(s) of Work Solicited	(D) Solicitation Method	(E) Selection Decision	(F) Communication Final Selection Outcome	
Name:	<input type="checkbox"/> DBE	NAICS Codes and Scope(s) of Work:	<input type="checkbox"/> E-Mail Blast	Firm was selected	Date Firm was notified:	
Address:	<input type="checkbox"/> SBC Small Business Concern		<input type="checkbox"/> Phone Call	<input type="checkbox"/>	Method used to communicate selection:	
City, State, Zip:	<input type="checkbox"/> SBE City of Phoenix Certified		<input type="checkbox"/> In-Person	Dollar Value \$ _____		
Number of Employees:	<input type="checkbox"/> Unknown		<input type="checkbox"/> Newspaper	Firm was not selected		
Phone Number:			<input type="checkbox"/> Website	<input type="checkbox"/>		<input type="checkbox"/> Email
E-mail:			<input type="checkbox"/> Trade Listing	Explanation:		<input type="checkbox"/> Phone
Number of Years in Business:			<input type="checkbox"/> Outreach Event			<input type="checkbox"/> Letter
Gender of Majority Owner:			<input type="checkbox"/> Other			<input type="checkbox"/> Person
Race of Majority Owner:						
Range of Annual Gross Receipts:						



City of Phoenix
PUBLIC TRANSIT DEPARTMENT

**PTD Disadvantaged Business Enterprises (DBE) Program
DBE – Negotiated Contract Clause (Competitive Procurement)**

**FORM EO3 - PTD SMALL BUSINESS UTILIZATION COMMITMENT
(Due with initial submittal)**

Project Number:	Project Title:
------------------------	-----------------------

On behalf of the Submitter, I certify under the penalty of perjury that the information submitted herein is true and correct:

1. The firms indicated as “Selected” (Column E) in **Form EO2 - PTD – Bidders List and Small Business Outreach Efforts**, will participate in this contract;
2. Submitter will comply with the Race- and Gender-Neutral post-award compliance requirements as stated in the DBE contract clause;
3. Submitter understands and agrees that any and all changes or substitutions to subcontracts with DBE’s and Small Businesses must be authorized by the Phoenix DBE Compliance Specialist prior to implementation; and
4. The following statement is true and correct:

The proposed total participation of DBE firms on this contract will be:

\$ _____ % _____

Company Name: _____

Company Mailing Address: _____

Representative Name: _____

Title: _____

E-mail: _____

Phone Number: _____

Signature

Date



City of Phoenix

PUBLIC TRANSIT DEPARTMENT

**PTD Disadvantaged Business Enterprise/Small Business Participation Plan Initial Plan
Submission
Due 30 calendar days after Award**

Contract No. _____

The above-referenced contract is subject to the Public Transit Department's Disadvantaged Business Enterprise (DBE) program requirements issued by the United States Department of Transportation (USDOT) in 49 CFR part 26. Contractor will track and report all the participation that occurs in any procurement, joint ventures, goods/services, and other arrangements involving a DBE or a Small Business. The company submits its Small Business Participation Plan (SBPP) and agrees to comply with the small business outreach requirements to use good faith and reasonable efforts to promote and foster the participation of Small Businesses and DBE firms on Federal Transit Administration (FTA) assisted projects.

I. DBE Participation Commitment

The above company is committed to using good faith efforts by engaging and soliciting the services of Small Businesses and DBE firms as new and existing needs for services arise. The company will actively attempt to contract small, disadvantaged businesses, in addition to encouraging the businesses to pursue DBE certification.

Below is an outline of our good-faith plan to demonstrate our efforts to foster small, disadvantaged businesses and DBE participation in FTA-assisted projects:

1. Contact the PTD DBE Compliance Specialist for assistance and guidance regarding this plan.
 2. Identify opportunities for DBE-certified suppliers to provide goods and services.
 3. Identify DBE-certified firms in the AZ ([UTRACS](#)) database and engage in proactive outreach efforts to inform these certified firms of opportunities.
 4. Send letters to DBE suppliers encouraging them to contact our company with proposals regarding providing goods and services and to keep a log of all letters, contacts, responses, and non-responses.
 5. Encourage other suppliers who may be eligible to apply for DBE certification.
 6. Make the best reasonable efforts to obtain and utilize the services of DBE businesses.
-

Other commitments:

II. Company Responsibilities:

Contractor understands the requirements to comply with Public Transit Department Small Business Participation Plan and 49 CFR Part 26. The company will track and report all DBE, and/or small business participation that occurs on transit related projects as a result of a contract, procurements, purchase orders, subleases, JV, goods/services or other arrangements involving sub-tier participation. This documentation will be entered monthly into the City's reporting program "Certification and Compliance System" at phoenix.diversitycompliance.com.

III. List of Goods and Services

The company has identified this list as potential categories of goods and services that can be purchased from small businesses and DBE certified suppliers on transit related projects:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

IV. DBE Firms Currently in Use

Listed below are the DBE firms and small businesses that are currently participating with the company as subcontractors, joint venture partners, suppliers of goods and services, and other business relationships.

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____
- 7. _____
- 8. _____
- 9. _____
- 10. _____

V. Future Opportunities* for DBE Participation

The company working on a transit-related project will use the City of Phoenix and Federal databases as a starting point to locate and engage potential opportunities of DBE suppliers. Potential opportunities for DBE participation include:

**Please list scopes of work of vendor and/or goods and services area(s)*

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____
- 7. _____
- 8. _____
- 9. _____
- 10. _____

(if more lines are needed, please include additional pages)

VIII. Contract Liason

_____ will be responsible for submitting the Small Business Participation Plan on a yearly basis and other required reports by the contracting agency.

a. Contact Information:

Name: _____

Phone: _____ Cell: _____

E-mail: _____

Address: _____

City: _____ State: _____

Date: _____

****Please submit all supporting documentation with your SBPP****



City of Phoenix

PUBLIC TRANSIT DEPARTMENT

**PTD Disadvantaged Business Enterprise/Small Business Participation Plan Annual
Plan Submission**

Due annually on the anniversary date of contract execution

Contract No. _____

The above-referenced contract is subject to the Public Transit Department's Disadvantaged Business Enterprise (DBE) program requirements issued by the United States Department of Transportation (USDOT) in 49 CFR part 26. Contractor will track and report all the participation that occurs in any procurement, joint ventures, goods/services, and other arrangements involving a DBE or a Small Business. The company submits its Small Business Participation Plan (SBPP) and agrees to comply with the small business outreach requirements to use good faith and reasonable efforts to promote and foster the participation of Small Businesses and DBE firms on Federal Transit Administration (FTA) assisted projects.

I. DBE Participation Commitment

The above company is committed to using good faith efforts by engaging and soliciting the services of Small Businesses and DBE firms as new and existing needs for services arise. The company will actively attempt to contract small, disadvantaged businesses, in addition to encouraging the businesses to pursue DBE certification.

Below is an outline of our good-faith plan to demonstrate our efforts to foster small, disadvantaged businesses and DBE participation in FTA-assisted projects:

1. Contact the PTD DBE Compliance Specialist for assistance and guidance regarding this plan.
 2. Identify opportunities for DBE-certified suppliers to provide goods and services.
 3. Identify DBE-certified firms in the AZ ([UTRACS](#)) database and engage in proactive outreach efforts to inform these certified firms of opportunities.
 4. Send letters to DBE suppliers encouraging them to contact our company with proposals regarding providing goods and services and to keep a log of all letters, contacts, responses, and non-responses.
 5. Encourage other suppliers who may be eligible to apply for DBE certification.
 6. Make the best reasonable efforts to obtain and utilize the services of DBE businesses.
-

Other commitments:

II. Company Responsibilities:

Contractor understands the requirements to comply with Public Transit Department Small Business Participation Plan and 49 CFR Part 26. The company will track and report all DBE, and/or small business participation that occurs on transit related projects as a result of a contract, procurements, purchase orders, subleases, JV, goods/services or other arrangements involving sub-tier participation. This documentation will be entered monthly into the City's reporting program "Certification and Compliance System" at phoenix.diversitycompliance.com.

III. List of Goods and Services

The company has identified this list as potential categories of goods and services that can be purchased from small businesses and DBE certified suppliers on transit related projects:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

IV. DBE Firms Currently in Use

Listed below are the DBE firms and small businesses that are currently participating with the company as subcontractors, joint venture partners, suppliers of goods and services, and other business relationships.

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____
- 7. _____
- 8. _____
- 9. _____
- 10. _____

V. Future Opportunities* for DBE Participation

The company working on a transit-related project will use the City of Phoenix and Federal databases as a starting point to locate and engage potential opportunities of DBE suppliers. Potential opportunities for DBE participation include:

**Please list scopes of work of vendor and/or goods and services area(s)*

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____
- 7. _____
- 8. _____
- 9. _____
- 10. _____

(if more lines are needed, please include additional pages)

VIII. Contract Liason

_____ will be responsible for submitting the Small Business Participation Plan on a yearly basis and other required reports by the contracting agency.

a. Contact Information:

Name: _____
Phone: _____ Cell: _____
E-mail: _____
Address: _____
City: _____ State: _____
Date: _____

****Please submit all supporting documentation with your SBPP****

Authorized Signature: _____
Signature of Authorized Agent for Contractor

Date: _____

Name and Title: _____

Phone: _____

FOR CONTRACT COMPLIANCE USE ONLY

Request Approved: Yes No Revised DBE Goal: _____ %

Revised DBE Utilization: _____

Contract Compliance Specialist: _____

Date: _____



City of Phoenix
PUBLIC TRANSIT DEPARTMENT

CERTIFICATION OF FULL/FINAL PAYMENT TO DBE FIRMS
(TO BE COMPLETED BY THE CONTRACTOR & DBE FIRM UPON COMPLETION OF WORK)

CONTRACTOR AFFIDAVIT: _____

The undersigned, having contracted as the Contractor on Project _____
(Project Number and Name) hereby certifies that full payment (*including all retention*)
has been made to the DBE firm cited below. The total value of all payments made to
the DBE firm for materials and/or work performed on this project contract is as follows:

DBE Firm: _____

Total Amount Paid: _____

This certification is made under Federal and State laws concerning false statement.
Supporting documentation for this payment is subject to audit and should be retained
for a minimum of three (3) years from the project acceptance date. In the event the
DBE was not paid in accordance with affidavits submitted by the Successful Bidder, all
documentation supporting the Successful Bidder 's position with regards to delayed or
withheld payment(s) should be submitted.

**I DECLARE UNDER PENALTY OF PERJURY IN THE SECOND DEGREE, AND ANY
OTHER APPLICABLE STATE OR FEDERAL LAW, THE STATEMENTS MADE ON
THIS DOCUMENT ARE TRUE AND COMPLETE TO THE BEST OF MY
KNOWLEDGE.**

By: _____
Signature of Authorized Agent for Contractor

Printed Name and Title

Date: _____



DBE FIRM AFFIDAVIT: _____
(Name of DBE)

The undersigned DBE firm hereby certifies that a contract was entered into with the above named Contractor to perform work or provide materials on the project cited in this document. I further certify that the total amount of payments received as provided herein by the prime contract is accurate and unchallenged.

I DECLARE UNDER PENALTY OF PERJURY IN THE SECOND DEGREE, AND ANY OTHER APPLICABLE STATE OF FEDERAL LAWS, THE STATEMENTS MADE ON THIS DOCUMENT ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

By: _____
Signature of Authorized Agent for DBE Firm

Printed Name and Title

Date: _____

Exhibit B – Federal Transit Administration Clauses and Forms
(ATTACHED)

**FEDERAL TERMS AND CONDITIONS:
FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIREMENTS**

(Revised 3/2025)

Contractor shall comply with the following FTA requirements. For purposes of these clauses, SUBRECIPIENT is the FTA subrecipient (procuring entity) that is entering into the Contract with Contractor.

1. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES.

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

2. NOTIFICATION TO FTA. *[These requirements apply to all contracts and subcontracts in excess of \$25,000.]*

If a current or prospective legal matter that may affect the Federal Government emerges, Contractor must promptly notify SUBRECIPIENT, which must then promptly notify the City of Phoenix (ptdcompliance@phoenix.gov), who will notify the FTA Chief Counsel and FTA Regional Counsel for Region 9. Contractor must include an equivalent provision in its subagreements at every tier for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

A. Types of Legal Matters Requiring Notification. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or instances where the Federal Government was named as a party to litigation or a legal disagreement in any forum for any reason.

B. Matters Affecting the Federal Government. Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the Contract, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.

C. Additional Notice to U.S. DOT Inspector General. If Contractor has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA, then Contractor must promptly notify SUBRECIPIENT, which must then promptly notify the City of Phoenix (ptdcompliance@phoenix.gov), who will notify the U.S. DOT Inspector General, in addition to the FTA Chief Counsel or Regional Counsel for Region 9. The notification provision applies if a principal, officer, employee, agent, third-party participant (including subcontractors at any tier), or any other 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 Contract or another

agreement between SUBRECIPIENT and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of SUBRECIPIENT. 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 Contractor. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision also applies to all divisions of SUBRECIPIENT, including divisions tasked with law enforcement or investigatory functions.

3. PROGRAM FRAUD & FALSE/FRAUDULENT STATEMENTS OR RELATED ACTS.

- A.** Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to its actions pertaining to this Project. Upon execution of the Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the Contract or the FTA-assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.
- B.** Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on Contractor, to the extent the Federal Government deems appropriate.
- C.** Contractor shall include the above two paragraphs in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

4. ACCESS TO RECORDS, REPORTS, & SITES.

- A. Record Retention.** Contractor shall both maintain and retain, and will require its subcontractors of all tiers to maintain and retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.
- B. Retention Period.** Contractor shall comply with the record retention requirements in accordance with 2 CFR § 200.333. Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

- C. **Access to Records.** Contractor shall provide sufficient access to the U.S. Secretary of Transportation, Comptroller General of the United States, FTA, City of Phoenix (ptdcompliance@phoenix.gov), SUBRECIPIENT, and their duly authorized representatives to inspect and audit records and information, including such records and information SUBRECIPIENT or Contractor may regard as confidential or proprietary, related to performance of this contract as reasonably may be required.
- D. **Access to the Sites of Performance.** Contractor shall permit the FTA, City of Phoenix (ptdcompliance@phoenix.gov), SUBRECIPIENT, and their duly authorized representatives access to the sites of performance under this Contract as reasonably may be required. Contractor shall permit the U.S. Secretary of Transportation, Comptroller General of the United States, FTA, City of Phoenix (ptdcompliance@phoenix.gov), SUBRECIPIENT, and their duly authorized representatives to inspect all work and material related to the award and to audit information related to the award if such information is under the control of the Contractor, including in the Contractor's books, records, accounts, or other locations.

5. **FEDERAL CHANGES.**

Contractor shall at all times comply with all applicable federal laws, regulations, requirements, policies, procedures, guidance, and directives, including without limitation those listed directly or by reference in the FTA Master Agreement between the City of Phoenix and the FTA, as they may be amended or promulgated from time to time during the term of the Contract. Contractor's failure to so comply shall constitute a material breach of the Contract.

6. **CIVIL RIGHTS.**

SUBRECIPIENT 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 SUBRECIPIENT or the federal program, including any Indian Tribe or 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.

A. **Nondiscrimination in Federal Public Transportation Programs.**

1. Contractor must prohibit: **(a)** discrimination based on race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age; **(b)** exclusion from participation in employment or a business opportunity for reasons identified in 49 U.S.C. § 5332; **(c)** denial of program benefits in employment or a business opportunity identified in 49 U.S.C. § 5332; and **(d)** discrimination identified in 49 U.S.C. § 5332, including discrimination in employment or a business opportunity identified in 49 U.S.C. § 5332.
2. Contractor must follow 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. However, FTA does not require an Indian Tribe to comply with FTA program specific guidelines for Title VI when administering its agreement supported with federal assistance under the Tribal Transit Program.

B. **Nondiscrimination – Title VI of the Civil Rights Act.**

1. Contractor must prohibit discrimination based on race, color, or national origin;
2. Contractor must comply with: **(a)** Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, et seq.; **(b)** 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; and **(c)** Federal transit law, specifically 49 U.S.C. § 5332; and
3. Contractor must follow: **(a)** 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; **(b)** U.S. DOJ, “Guidelines for the enforcement of Title VI, Civil Rights Act of 1964,” 28 C.F.R. § 50.3; and **(c)** all other applicable federal guidance that may be issued.

C. Equal Employment Opportunity.

1. Federal Requirements and Guidance. Contractor must prohibit discrimination based on race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor must also comply with: **(a)** Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, et seq.; **(b)** Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, et seq.; **(c)** Executive Order No. 11246, “Equal Employment Opportunity” September 24, 1965 (42 U.S.C. § 2000e note), as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs; **(d)** federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of this Master Agreement; and **(e)** FTA Circular 4704.1 “Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients.” Further, Contractor must follow other federal guidance pertaining to EEO laws, regulations, and requirements.
2. Affirmative Action. If required to do so by U.S. DOT regulations (49 CFR Part 21) or U.S. Department of Labor regulations (41 C.F.R. chapter 60), Contractor must take affirmative action that includes, but is not limited to: **(a)** recruitment advertising, recruitment, and employment; **(b)** rates of pay and other forms of compensation; **(c)** selection for training, including apprenticeship, and upgrading; and **(d)** transfers, demotions, layoffs, and terminations.
3. Indian Tribe. Contractor recognizes that Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of “Employer.”
4. Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities.
5. Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age.

7. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS FOR CONSTRUCTION ACTIVITIES. *[These requirements apply to all contracts and subcontracts involving construction in excess of \$10,000.]*

When undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), Contractor must comply with all applicable equal employment opportunity requirements of U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Chapter 60 (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and Executive Order 13672, "Further Amendments to Executive Order 11478, Equal Employment Opportunity in the Federal Government, and Executive Order 11246, Equal Employment Opportunity," 42 U.S.C. § 2000e note). During the performance of this Contract, the Contractor agrees as follows:

- A.** The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B.** The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C.** The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- D.** The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and the Contractor shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E.** The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F.** The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G.** In the event of the Contractor's noncompliance with the nondiscrimination clauses of

this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- H. The Contractor will include the provisions of paragraphs (A) through (G) above, and this paragraph (H), in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

8. INCORPORATION OF FTA TERMS.

The preceding provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in the FTA Master Agreement, FTA Circular 4220.1G, and 2 C.F.R. Part 200 (as adopted by DOT) are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the contract. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any requests of SUBRECIPIENT that would cause SUBRECIPIENT to be in violation of the FTA terms and conditions. Contractor shall include this clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA.

9. FREE SPEECH & RELIGIOUS LIBERTY.

All Federal funding must be expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements, including but not limited to those prohibiting discrimination and protecting free speech, religious liberty, public welfare, and the environment.

10. DEBARMENT, SUSPENSION, INELIGIBILITY, & VOLUNTARY EXCLUSION. [These requirements apply to contracts and subcontracts in excess of \$25,000 and to all contracts for federally-required audit services.]

- A. Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-Wide Debarment and Suspension (Non-procurement)," 2 CFR part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the

contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount.

- B.** Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally-funded contract (which includes review of SAM at sam.gov, if necessary to comply with U.S. DOT regulations, 2 CFR Part 1200) and are not presently declared by any Federal department or SUBRECIPIENT to be: **(1)** debarred from participation in any federally-assisted Award; **(2)** suspended from participation in any federally-assisted Award; **(3)** proposed for debarment from participation in any federally-assisted Award; **(4)** declared ineligible to participate in any federally-assisted Award; **(5)** voluntarily excluded from participation in any federally-assisted Award; or **(6)** disqualified from participation in any federally-assisted Award.
- C.** By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by SUBRECIPIENT. If it is later determined by SUBRECIPIENT that Contractor knowingly rendered an erroneous certification, in addition to remedies available to SUBRECIPIENT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Contractor shall comply with the requirements of 2 CFR part 180, subpart C, as supplemented by 2 CFR part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

- D.** Contractor agrees that it will not enter into any “covered transaction” (as defined at 2 CFR 180.220 and 1200.220) with any “third party participant” (as defined in Section 1 of FTA’s Master Agreement (Version 31, dated May 2, 2024), as may be updated or amended) that is, or whose principal is, suspended, debarred, or otherwise excluded from participating in covered transactions except as otherwise authorized by applicable Federal laws, regulations, or requirements regarding participation with debarred or suspended Recipients or Third Party Participants. Contractor further agrees that it will review the Federal Government’s “System for Award Management — Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs,” if required by USDOT regulations (2 C.F.R. Part 1200).

11. TERMINATION. *[These requirements apply to all contracts in excess of \$10,000.]*

The Contractor acknowledges that SUBRECIPIENT may terminate the Contract for cause or for convenience under the Contract’s terms and conditions, which provide the manner by which termination will be made effective and the basis for settlement. See Appendix II(B) to 2 CFR part 200, “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards,” and FTA Circular 4220.1G, chapter IV, paragraph 2(b)(9)(b), “Termination.”

12. RESOLUTION OF DISPUTES, BREACHES, AND OTHER LITIGATION. *[These requirements apply to contracts and subcontracts in excess of the simplified acquisition threshold (currently set at \$250,000).]*

Unless otherwise provided for by SUBRECIPIENT, the following provisions shall apply:

- A. Dispute Resolution.** Disputes arising in the performance of this Contract that are not

resolved by agreement of the parties shall be decided in writing by the authorized representative of SUBRECIPIENT. This decision shall be final and conclusive unless within ten calendar days from the date of receipt of its copy, Contractor mails or otherwise furnishes a written appeal to the authorized representative of SUBRECIPIENT. In connection with any such appeal, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the authorized representative of SUBRECIPIENT shall be binding upon Contractor, and Contractor shall abide by the decision.

- B. Performance During Disputes.** Notwithstanding the existence of any dispute between the parties, insofar as is possible, under the terms of the Contract, Contractor shall continue to perform the obligations required of Contractor during the continuation of any such dispute unless enjoined or prohibited by an Arizona Court of competent jurisdiction.
- C. Rights and Remedies.** The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by SUBRECIPIENT or Contractor shall constitute a waiver of any right or duty afforded any of them under this Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed upon in writing.

13. LOBBYING RESTRICTIONS. *[These requirements apply to contracts and subcontracts in excess of \$100,000.]*

- A.** Contractors who apply or bid for an award of \$100,000 or more shall certify that it has not used and will not use Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an 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 (Byrd Anti-Lobbying Amendment), as required by 49 C.F.R. Part 20, "New Restrictions on Lobbying." Contractors shall obtain the certification required by 49 C.F.R. Part 20 from any and all subcontractors at any tier.
- B.** Contractors shall complete and submit the disclosure form required by 49 C.F.R. Part 20, "New Restrictions on Lobbying" (Standard Form LLL, "Disclosure Form to Report Lobbying"), if the Contractor has made or has agreed to make any payment using non-Federal funds (to include profits from any covered Federal action), which would be prohibited under paragraph (1) of this clause if paid for with Federal appropriated funds. Contractors shall obtain such disclosures, if required, from its subcontractors at any tier for whom a contract in excess of \$100,000 is contemplated. Such disclosures shall be forwarded from tier to tier up to SUBRECIPIENT.
- C.** Contractors shall complete and submit a disclosure form at the end of each calendar quarter in which there occurs an event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously submitted in accordance with paragraph (2) above. An event that materially affects the accuracy of the information reported includes: (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or (b) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or (c) A change in the officer(s), employee(s), or member(s) contacted to influence or attempt to influence a covered Federal action. Contractors shall obtain such disclosures, if required, from its

subcontractors at any tier for whom a contract in excess of \$100,000 is contemplated. Such disclosures shall be forwarded from tier to tier up to SUBRECIPIENT.

- D. Contractors shall include this clause in each subcontract and require subcontractors to flow down this clause to each lower-tier subcontractor.

14. CARGO PREFERENCE (USE OF U.S.-FLAG VESSELS). *[These requirements apply to all contracts involving equipment, material, or commodities that may be transported by ocean vessels.]*

- A. 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 Contract, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available (46 U.S.C. § 55305, and U.S. Maritime Administration regulations, “Cargo Preference – U.S.-Flag Vessels,” 46 CFR Part 381);
- B. 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 SUBRECIPIENT (through the Contractor in the case of subcontractor bills-of-lading) and the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590; and
- C. Contractor shall include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

15. FLY AMERICA. *[These requirements apply to contracts and subcontracts involving the transportation of persons or property by air between a place in the United States and a place outside of the United States, or between places outside the United States, when the FTA will participate in the cost of such air transportation.]*

- A. As used in this clause: **(1) “international air transportation”** means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States; **(2) “United States”** means the 50 States, the District of Columbia, and outlying areas; and **(3) “U.S.-flag air carrier”** means an air carrier holding a certificate under 49 U.S.C. Chapter 411.
- B. When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (Fly America Act, 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, requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.
- C. If available, Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

- D. If Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, then Contractor shall include a statement on vouchers involving such transportation essentially as follows:

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

(End of statement)

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

16. EMPLOYEE PROTECTIONS.

- A. **Prevailing Wage & Anti-Kickback.** *[These requirements apply to all prime construction, alteration, or repair contracts in excess of \$2,000.]*

1. Contractor shall comply with the Davis-Bacon Act, 40 U.S.C. § 3141-3144 and 3146-3148, as supplemented by DOL regulations at 29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction." The contract clause at 29 C.F.R. § 5.5 is incorporated in full into this Contract except all references to "contracting officer" shall be replaced with "SUBRECIPIENT." In accordance with the statute, Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor agrees to pay wages not less than once a week.
2. Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 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." Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

- B. **Contract Work Hours/Safety Standards for Awards Involving Construction.** *[These requirements apply to all contracts involving construction in excess of \$100,000 that involve the employment of mechanics or laborers.]*

1. Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the DOL regulations at 29 CFR part 5. Under 40 U.S.C. § 3702 of the Act, Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in

surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

2. In the event of any violation of the clause set forth herein, Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this clause.
3. The FTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in this section.
4. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this Contract.

C. Contract Work Hours/Safety Standards for Awards Not Involving Construction.

[These requirements apply to all contracts (not involving construction) in excess of \$100,000 that involve the employment of mechanics or laborers.]

1. Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 *et seq.*, and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR part 5.
2. Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
3. Such records maintained under this paragraph shall be made available by Contractor for inspection, copying, or transcription by authorized representatives

of the FTA and the Department of Labor, and Contractor will permit such representatives to interview employees during working hours on the job.

4. Contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

17. **SEISMIC SAFETY.** *[These requirements apply only to contracts for the construction of new buildings or additions to existing buildings, as well as related architectural and engineering services.]*

Contractor shall design and construct any new building or addition to an existing building in accordance with the standards for Seismic Safety required in Department of Transportation (DOT) Seismic Safety Regulations (49 CFR part 41) and will certify its compliance to the extent required by the regulation. Contractor shall 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.

18. **VETERAN'S PREFERENCE.** *[These requirements apply only to capital projects. See 49 U.S.C. § 5302(3).]*

Contractor shall give a hiring preference, to the extent practicable, to veterans (as defined in U.S.C. Section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the Contract. This requirement shall not be understood, construed or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

19. **BONDING.** *[These requirements are applicable to all construction or facility improvement contracts and subcontracts exceeding the simplified acquisition threshold (currently set at \$250,000). See FTA Circular C 4220.1G for specific bonding requirements.]*

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

- A. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- B. A performance bond on the part of Contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all of Contractor's obligations under such contract.
- C. A payment bond on the part of Contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

20. **PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS.** *[These*

requirements apply only to contracts for transit operations performed by employees of contractors and subcontractors recognized by FTA to be a transit operator.]

Contractor shall comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

- A. U.S. DOL Certification.** To the extent that FTA determines that this Contract or any Amendments thereto involve public transportation operations financed in whole or in part with Federal assistance, Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. § 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL Letter. The requirements of this subsection (A), however do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (B) and (C) of this clause.
- B. Special Warranty.** If the Contract involves public transportation operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.
- C. Special Arrangements.** If the Contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL Letter.
- D. Flow Down.** Contractor shall include the substance of this clause in each subcontract that may involve operating public transit services.

21. CHARTER SERVICE. *[These requirements apply to contracts for operating public transportation service.]*

- A.** Contractor shall comply with 49 U.S.C. 5323(d), (g), and (r), and 49 CFR part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally-funded equipment or facilities if there is at

least one private charter operator willing and able to provide the service, except as permitted under: **(1)** federal transit laws, specifically 49 U.S.C. § 5323(d); **(2)** FTA regulations, “Charter Service,” 49 CFR part 604; **(3)** any other federal Charter Service regulations; or **(4)** Federal guidance, except as FTA determines otherwise in writing.

- B.** If Contractor engages in a pattern of violations of FTA’s Charter Service regulations, then FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include: **(1)** barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA; **(2)** withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA’s Charter Service regulations; or **(3)** any other appropriate remedy that may apply.
- C.** Contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

22. SCHOOL BUS OPERATIONS. *[These requirements apply to contracts for operating public transportation service.]*

Contractor shall comply with 49 U.S.C. 5323(f) and (g), and 49 CFR part 605, and not engage in school bus operations using federally-funded equipment or facilities in competition with private operators of school buses, except as permitted under: **(A)** federal transit laws, specifically 49 U.S.C. § 5323(f); **(B)** FTA regulations, “School Bus Operations,” 49 CFR part 605; **(C)** any other Federal School Bus regulations; or **(D)** federal guidance, except as FTA determines otherwise in writing. If Contractor violates these school bus requirements, then FTA may bar Contractor from receiving Federal assistance for public transportation or require Contractor to take such remedial measures as FTA considers appropriate. When operating exclusive school bus service under an allowable exemption, Contractor may not use federally-funded equipment, vehicles, or facilities. Contractor should include the substance of this clause in each subcontract or purchase under this Contract that may operate public transportation services.

23. MOTOR CARRIER SAFETY. *[These requirements apply to contracts for operating bus operation service.]*

- A. Financial Responsibility.** Contractor shall comply with the economic and insurance registration requirements of: **(1)** U.S. Federal Motor Carrier Safety Administration (U.S. FMCSA) regulations, “Minimum Levels of Financial Responsibility for Motor Carriers,” 49 C.F.R. part 387, if Contractor is: **(a)** engaged in operations requiring compliance with 49 C.F.R. part 387, **(b)** engaged in interstate commerce, and **(c)** not within a defined commercial zone; and **(2)** provisions of 49 U.S.C. § 31138(e)(4), which supersede inconsistent provisions of 49 C.F.R. part 387, and reduce the amount of insurance the Recipient must obtain to the highest amount required by any state in which the public transportation provider operates, if it operates within a public transportation service area located in more than one state, and receives federal assistance under 49 U.S.C. §§ 5307, 5310, and 5311.
- B. U.S. FMCSA Requirements.** Contractor shall comply with: **(1)** safety requirements of U.S. Federal Motor Carrier Safety Administration (**U.S. FMCSA**) regulations, “Federal Motor Carrier Safety Regulations,” 49 C.F.R. parts 390 – 397, to the extent applicable; and **(2)** driver’s license requirements of U.S. FMCSA regulations, “Commercial Driver’s License Standards, Requirements, and Penalties,” 49 C.F.R. part 383, and “State Compliance with Commercial Driver’s License,” 49 C.F.R. part 384, to the extent applicable, with the substance abuse requirements and guidance of U.S. FMCSA’s

regulations, "Drug and Alcohol Use and Testing Requirements," 49 C.F.R. part 382, and implementing federal guidance, to the extent applicable.

24. SAFE OPERATIONS OF MOTOR VEHICLES.

- A. Seat Belt Use.** Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company- rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by Contractor or SUBRECIPIENT.
- B. Distracted Driving.** Contractor shall adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract. Contractor 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.
- C. Subcontracts.** Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts that exceed the micro-purchase threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award.

25. SUBSTANCE ABUSE (DRUG & ALCOHOL TESTING). *[These requirements apply to contracts with contractors who perform safety-sensitive functions, as defined in 49 CFR Part 655.4, "Definitions."]*

- A.** Contractor shall establish and implement a drug and alcohol testing program that complies with "Procedures for Transportation Workplace Drug and Alcohol Testing Programs" (49 CFR Part 40) and "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations" (49 CFR Part 655), produce any documentation necessary to establish its compliance with parts 655 and 40, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Arizona, or the City of Phoenix, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR part 655 and 49 CFR part 40 and review the testing process.
- B.** Contractor shall also submit for review and approval a copy of its substance abuse prevention policy developed to implement its drug and alcohol testing program. Further, Contractor shall certify annually its compliance with parts 655 and 40 and to submit the Drug and Alcohol Management Information System (DAMIS) reports before March 15 to Transit Compliance Officer, City of Phoenix Public Transit Department, 302 N. 1st Avenue, Phoenix, AZ 85003. To certify compliance, Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.
- C.** Contractor shall require the inclusion of the language of this clause within subcontracts of all tiers involving the performance of a safety-sensitive function under the Contract.

26. BUY AMERICA. *[These requirements apply to contracts over \$150,000 if they involve the purchase of iron, steel, and manufactured products.]*

Contractor shall comply with 49 U.S.C. 5323(j) and 49 CFR part 661, which provide that federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. Contractor must submit to SUBRECIPIENT the appropriate Buy America certification with its offer. Offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

27. BUILD AMERICA, BUY AMERICA. *[These requirements apply to contracts for infrastructure projects.]*

Contractor agrees to comply with the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget’s “Buy America Preferences for Infrastructure Projects,” 2 CFR Part 184, and the provisions of those acts and their implementing guidance and regulations are hereby incorporated by reference into this Contract. Contractor shall ensure that all relevant provisions of the Buy America Act and the Build America, Buy America Act and their implementing guidance and regulations are incorporated into every applicable subcontract and supplier agreement.

28. PROHIBITED TELECOMMUNICATIONS/SURVEILLANCE SERVICES/EQUIPMENT.

A. Pursuant to Public Law 115-232, Section 889, and 2 C.F.R. Part 200, including §§ 200.216 and 200.471, SUBRECIPIENT is prohibited from procuring or obtaining equipment, services, or systems that use “Covered Telecommunications Equipment or Services” as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, Section 889, “Covered Telecommunications Equipment or Services” is:

1. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
2. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
3. Telecommunications or video surveillance services provided by such entities or using such equipment.
4. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

B. Contractor shall not use or provide to SUBRECIPIENT Covered Telecommunications Equipment or Services in the performance of this Contract.

C. If Contractor later learns that prohibited telecommunications services, equipment or systems have been supplied, installed, or utilized under this Contract, Contractor shall

immediately inform SUBRECIPIENT in writing. SUBRECIPIENT may treat such occurrence as an event of default and may require the Contractor to promptly replace such prohibited service, equipment and systems at the Contractor's sole cost or take such other actions permitted under the Contract.

29. AIR POLLUTION & FUEL ECONOMY. *[These requirements apply to contracts for the purchase of rolling stock.]*

The Contractor agrees to comply with applicable Federal air pollution control and fuel economy regulations, such as: EPA regulations, "Control of Air Pollution from Mobile Sources," 40 CFR Part 85; EPA regulations, "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines," 40 CFR Part 86; and EPA regulations, "Fuel Economy of Motor Vehicles," 40 CFR Part 600.

30. ROLLING STOCK PURCHASES. *[These requirements apply to contracts for the purchase of rolling stock.]*

A. Buy America. Contractor shall comply with the domestic preference requirements of 49 U.S.C. 5323(j)(2)(C) and 49 CFR § 661.11, unless a waiver has been granted by FTA or the product is subject to a general waiver. Contractor must submit to SUBRECIPIENT the appropriate Buy America certification with its offer. Offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

B. Rolling Stock Limitations. Contractor and its subcontractors must comply with the limitation on certain rolling stock procurements at 49 U.S.C. § 5323(u), prohibiting the procurement of rolling stock from specified manufacturers for public transportation use.

C. Pre-Award and Post-Delivery Audits of Rolling Stock Purchases. Contractor shall comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 CFR part 663. Contractor shall comply with the Buy America certification(s) submitted with its offer. Contractor shall participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 CFR part 663 and related FTA guidance.

31. BUS TESTING. *[These requirements apply to contracts for the purchase/lease of any bus model that is new or has any major change in configuration/components to be acquired/leased.]*

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

32. ENVIRONMENTAL PROTECTIONS.

Contractor shall comply with all applicable environmental and resource use laws, regulations, and requirements, and follow applicable guidance, now in effect or that may become effective in the future, including state and local laws, ordinances, regulations, and requirements and follow applicable guidance.

A. National Environmental Policy Act.

1. Contractor shall comply and facilitate compliance with federal laws, regulations, and requirements, including, but not limited to: **(a)** federal transit laws, such as 49 U.S.C. § 5323(c)(2), and 23 U.S.C. § 139; **(b)** the National Environmental Policy Act of 1969 (NEPA), as amended, 42 U.S.C. §§ 4321 et seq., as limited by 42 U.S.C. § 5159, and CEQ's implementing regulations 40 C.F.R. part 1500 – 1508; **(c)** joint FHWA and FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. part 771 and 49 C.F.R. part 622; **(d)** Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," March 5, 1970, 42 U.S.C. § 4321 note; and **(e)** other federal environmental protection laws, regulations, and requirements applicable to Contractor.
2. Contractor shall follow federal guidance to the extent that the guidance is consistent with applicable authorizing legislation, which may include: **(a)** joint FHWA and FTA final guidance, "Interim Guidance on MAP-21 Section 1319, Accelerated Decision making in Environmental Reviews," January 14, 2013; **(b)** joint FHWA and FTA final guidance, "SAFETEA-LU Environmental Review Process (Pub. L. 109-59)," 71 Fed. Reg. 66576, November 15, 2006; and **(c)** other federal environmental guidance applicable to the Contractor.

B. Environmental Justice. Contractor shall promote environmental justice by following: **(1)** Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order; **(2)** U.S. DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997; and **(3)** the most recent edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable federal laws, regulations, requirements, and guidance.

C. Other Environmental Federal Laws. Contractor shall comply or facilitate compliance with all applicable federal laws, regulations, and requirements, and will follow applicable guidance, including, but not limited to, the Clean Air Act, Clean Water Act, Wild and Scenic Rivers Act of 1968, Coastal Zone Management Act of 1972, the Endangered Species Act of 1973, Magnuson Stevens Fishery Conservation and Management Act, Resource Conservation and Recovery Act, Comprehensive Environmental Response, Compensation, and Liability Act, Executive Order No. 11990 relating to "Protection of Wetlands," and Executive Order Nos. 11988 and 13690 relating to "Floodplain Management."

D. Use of Certain Public Lands. Contractor shall comply with U.S. DOT laws, specifically 49 U.S.C. § 303 (often referred to as "section 4(f)"), and joint FHWA and FTA regulations, "Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites," 23 C.F.R. part 774, and referenced in 49 C.F.R. part 622.

E. Historic Preservation. Contractor shall comply with: **(1)** U.S. DOT laws, including 49 U.S.C. § 303 (often referred to as "section 4(f)"), which requires certain findings be made before an Award may be undertaken if it involves the use of any land from a historic site that is on or eligible for inclusion on the National Register of Historic Places; **(2)** federal historic and archaeological preservation requirements of section 106 of the National Historic Preservation Act, as amended, 54 U.S.C. § 306108; **(3)** the Archeological and Historic Preservation Act of 1974, as amended, 54 U.S.C.

§ 312501 et seq.; **(4)** U.S. Advisory Council on Historic Preservation regulations, “Protection of Historic Properties,” 36 C.F.R. part 800; and **(5)** other federal requirements and federal guidance to avoid or mitigate adverse effects on historic properties.

F. Indian Sacred Sites. Contractor shall facilitate compliance with federal efforts to promote the preservation of places and objects of religious importance to American Indians, Eskimos, Aleuts, and Native Hawaiians, and facilitate compliance with the American Indian Religious Freedom Act, 42 U.S.C. § 1996, and Executive Order No. 13007, “Indian Sacred Sites,” May 24, 1996, 42 U.S.C. § 3161 note.

33. CLEAN AIR ACT & FEDERAL WATER POLLUTION CONTROL ACT. *[These requirements apply to all contracts and subcontracts in excess of \$150,000.]*

Contractor shall ensure that it: **(A)** will not use any violating facilities; **(B)** will report the use of facilities placed on or likely to be placed on the U.S. EPA “List of Violating Facilities” to SUBRECIPIENT; **(C)** understands and agrees that SUBRECIPIENT will report violations of use of prohibited facilities to FTA; and **(D)** will comply with the inspection and other requirements of the Clean Air Act, as amended (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387).

34. ENERGY CONSERVATION.

Contractor shall comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. §§ 6321 et seq.).

35. RECYCLED PRODUCTS (SOLID WASTES). *[These requirements apply to all contracts and subcontracts involving the purchase of items designated by the EPA (that contain the highest percentage of recovered materials practicable) in excess of \$10,000 (or if the value of the quantity of such items acquired during the preceding fiscal year exceeded \$10,000). See 40 C.F.R part 247 for federal designation of items.]*

Contractor shall provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), “Comprehensive Procurement Guideline for Products Containing Recovered Materials,” 40 CFR part 247. The requirements of Section 6002 include: **(A)** procuring only items designated in guidelines of the U.S. EPA at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; **(B)** procuring solid waste management services in a manner that maximizes energy and resource recovery; and **(C)** establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

36. INTELLECTUAL PROPERTY/PATENT RIGHTS & RIGHTS IN DATA. *[These requirements apply to contracts for the performance of experimental, developmental, or research work.]*

A. This Project is funded through a Federal award with FTA for experimental,

developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. Contractor shall grant SUBRECIPIENT intellectual property access and licenses deemed necessary for the work performed under this Contract and in accordance with the requirements of 5 U.S.C. § 200, et seq., 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT. The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Contract and shall, at a minimum, include the following restrictions: except for its own internal use, Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution. For purposes of this Contract, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

- B. The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes": **(1)** any subject data developed under the Contract, whether or not a copyright has been obtained; and **(2)** any rights of copyright purchased by Contractor using federal assistance in whole or in part by the FTA. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.
- C. Unless FTA determines otherwise, Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.
- D. Unless prohibited by state law, upon request by the Federal Government, Contractor shall indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
- E. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

- F. Data developed by Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the Contract is exempt from the requirements herein, provided that Contractor identifies those data in writing at the time of delivery of the Contract work.
- G. Contractor shall include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

37. COMPLIANCE WITH NATIONAL ITS ARCHITECTURE POLICY. *[These requirements apply only to contracts for National Intelligent Transportation System projects.]*

Contractor shall 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 follow FTA Notice, “FTA National ITS Architecture Policy on Transit Projects,” 66 Fed. Reg. 1455, January 8, 2001, and all other applicable federal guidance.

38. NTD REPORTING.

- A. As a condition of benefitting from federal assistance for public transportation operations, Contractor and its subcontractors must: **(A)** facilitate compliance with 49 U.S.C. § 5335(a), which authorizes the National Transit Database **(NTD)**; **(B)** conform to the NTD reporting system and the Uniform System of Accounts and Records; **(C)** comply with FTA regulations, “Uniform System of Accounts and Records and Reporting System,” 49 CFR Part 630; **(D)** report when required to the National Transit Database in accordance with FTA regulation 49 CFR Part 630, “National Transit Database,” and applicable FTA instructions: **(1)** any information relating to a transit asset inventory or condition assessment; and **(2)** such other information as FTA may require; **(E)** comply with any other applicable reporting regulations, and requirements; and **(F)** follow FTA guidance.
- B. Contractor and its subcontractors must facilitate compliance with 49 CFR part 630 and report when required **(1)** any data on assaults on transit workers; and **(2)** any data on fatalities that result from an impact with a bus.

39. TRAFFICKING IN PERSONS.

Contractor and its subcontractors or their employees shall not: **(A)** engage in severe forms of trafficking in persons during the Contract Term as defined Section 103 of the Trafficking Victims Protection Act of 2000 (“TVPA”), as amended, 22 U.S.C. § 7102; **(B)** procure a commercial sex act during the Contract Term as defined Section 103 of the TVPA, as amended, 22 U.S.C. § 7102; or **(C)** use forced labor in the performance of the Contract. Contractor shall inform SUBRECIPIENT immediately of any information Contractor receives from any source alleging a violation of a prohibition in this section. SUBRECIPIENT may terminate this Contract for any violation of this section; such right of termination is in addition to all other remedies for noncompliance that are available to SUBRECIPIENT.

40. PRIVACY ACT.

Contractor agrees to: **(A)** comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, Contractor agrees to obtain the express consent of

the Federal Government before Contractor or its employees operate a system of records on behalf of the Federal Government. Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract; and **(B)** include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

41. ACCESS FOR ELDERLY INDIVIDUALS AND INDIVIDUALS WITH DISABILITIES.

Contractor agrees to comply with all applicable provisions of Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, et seq., and the Architectural Barrier Act of 1968, as amended, 42 U.S.C. § 4151, et seq. In addition, Contractor agrees to comply with applicable Federal implementing regulations.

42. SECTION 508 COMPLIANCE.

Any reports or information that will be provided to DOT or any other Federal agency must comply with Section 508 of the Rehabilitation Act of 1973.

FTA CERTIFICATIONS

**EACH CERTIFICATION PROVIDES
INSTRUCTION DESCRIBING WHEN
THE CERTIFICATION IS APPLICABLE**

**INAPPLICABLE FTA CERTIFICATIONS
MAY BE LEFT BLANK**

**OFFERS THAT DO NOT INCLUDE
COMPLETED CERTIFICATIONS,
IF APPLICABLE,
WILL BE REJECTED AS NONRESPONSIVE.**

TAX LIABILITY CERTIFICATION. *[This certificate applies to all contracts. Offers that do not include this completed certification will be rejected as nonresponsive.]*

The Proposer certifies that:

1. It has no unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability;
2. It has not been convicted of a felony criminal violation under any federal law within the preceding 24 months; and
3. It shall require that the language of this certification be included in the award documents for all subcontractors and material suppliers at all tiers, and that all subcontractors and material suppliers shall certify and disclose accordingly.

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

Company: _____

Name: _____

Title: _____

Signature: _____

Date: _____

DEBARMENT AND SUSPENSION CERTIFICATION. *[This certification applies to contracts and subcontracts in excess of \$25,000 and all contracts and subcontracts for federally-required audits. Offers that do not include this completed certification, if applicable, will be rejected as nonresponsive.]*

Check one box below (and provide explanation if necessary):

- The Proposer certifies that the Proposer and its principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any federal department or agency;
 2. Have not, within the preceding three years, 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 or private agreement or transaction; violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any offense described in Paragraph 2 of this certification;
 4. Have not, within the preceding three years, 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 the explanation, the Proposer must certify to those statements that can be certified and explain why the other statements cannot be certified.)

The Proposer shall require that the language of this certification be included in the contract documents for all subcontractors and material suppliers at all tiers, and that all subcontractors and material suppliers shall certify and disclose accordingly.

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

Company: _____

Name: _____

Title: _____

Signature: _____

Date: _____

LOBBYING CERTIFICATION. *[This certification applies contracts and subcontracts in excess of \$100,000. Offers that do not include this completed certification, if applicable, will be rejected as nonresponsive.]*

The Proposer certifies that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Proposer, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Proposer shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The Proposer shall require that the language of this certification be included in the contract documents for all subcontractors and material suppliers at all tiers, and that all subcontractors and material suppliers shall certify and disclose accordingly.

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

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

Company: _____

Name: _____

Title: _____

Signature: _____

Date: _____

Per paragraph 2 above, complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," if applicable.

BUY AMERICA CERTIFICATION. *[This certification applies to contracts over \$150,000 if they involve the purchase of iron, steel, manufactured goods, or rolling stock. Offers that do not include this completed certification, if applicable, will be rejected as nonresponsive.]*

If this Offer is valued in excess of \$150,000 and **involves the procurement of steel, iron, or manufactured products (as defined in 49 CFR §§ 661.3 and 661.5)**, the Proposer hereby certifies that it:

- Will comply with the requirements of 49 U.S.C. § 5323(j)(1) and the applicable regulations in 49 CFR part 661;

– OR –

- Cannot comply the requirements of 49 U.S.C. § 5323(j) (and 49 CFR part 661) but may qualify for an exception to the requirements pursuant to 49 U.S.C. § 5323(j)(2), as amended, and the applicable regulations in 49 CFR § 661.7.

If this Offer is valued in excess of \$150,000 and **involves the procurement of buses or other rolling stock (including associated equipment)**, the Proposer hereby certifies that it:

- Will comply with the requirements of 49 U.S.C. § 5323(j) and the applicable regulations of 49 CFR § 661.11;

– OR –

- Cannot comply with the requirements of 49 § U.S.C. 5323(j) (and 49 CFR § 661.11), but may qualify for an exception to the requirements consistent with 49 U.S.C. § 5323(j)(2)(C), as amended, and the applicable regulations in 49 CFR § 661.7.

The Proposer also certifies that it shall require that the language of this certification be included in the contract documents for all subcontractors and material suppliers at all tiers, and that all subcontractors and material suppliers shall certify and disclose accordingly.

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

Company: _____

Name: _____

Title: _____

Signature: _____

Date: _____

BUILD AMERICA, BUY AMERICA CERTIFICATION (CONSTRUCTION MATERIALS). *[This certification applies to federally-funded infrastructure projects.]*

The Proposer hereby certifies that it:

- Will comply with the requirements of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911-70927 (2021), as implemented by the U.S. Office of Management and Budget, the U.S. Department of Transportation, and FTA, for construction materials used in the project.

– OR –

- Cannot comply with the requirements of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911-70927 (2021), as implemented by the U.S. Office of Management and Budget, the U.S. Department of Transportation, and FTA, for construction materials used in the project, but it may qualify for an exception to the requirements pursuant to Section 70914(b) of the Build America, Buy America Act.

The Proposer also certifies that it shall require that the language of this certification be included in the contract documents for all subcontractors and material suppliers at all tiers, and that all subcontractors and material suppliers shall certify and disclose accordingly.

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

Company: _____

Name: _____

Title: _____

Signature: _____

Date: _____

CERTIFICATE OF COMPLIANCE WITH BUS TESTING REQUIREMENT. *[This certification applies to contracts for the purchase or lease of any bus model that is new or has any major change in configuration or components to be acquired or leased. Offers that do not include this completed certification, if applicable, will be rejected as nonresponsive.]*

The Proposer certifies that the bus was tested at the Bus Testing Facility and that the bus received a passing test score as required by 49 CFR Part 665. The applicant has received or will receive the appropriate full Bus Testing Report and any applicable partial testing reports before final acceptance of the first vehicle.

The Proposer understands that misrepresenting the testing status of a vehicle acquired with federal financial assistance may subject the undersigned to civil penalties as outlined in the Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the Proposer understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

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

Company: _____

Name: _____

Title: _____

Signature: _____

Date: _____

TRANSIT VEHICLE MANUFACTURER DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION. *[This certificate applies to contracts for the purchase of rolling stock. Offers that do not include this completed certification, if applicable, will be rejected as nonresponsive.]*

The Proposer, a Transit Vehicle Manufacturer, hereby certifies that it has complied with the requirements of 49 CFR § 26.49 by submitting an annual DBE goal to the Federal Transit Administration (FTA). The goal has either been **approved** or **is pending approval** by FTA.

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

Company: _____

Name: _____

Title: _____

Signature: _____

Date: _____

FEDERAL MOTOR VEHICLE SAFETY STANDARDS CERTIFICATION. *[This certificate applies to contracts for the purchase of rolling stock. Offers that do not include this completed certification, if applicable, will be rejected as nonresponsive.]*

The Proposer certifies that it shall submit, if awarded the Contract: (1) the manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS; or (2) the manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

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

Company: _____

Name: _____

Title: _____

Signature: _____

Date: _____

CERTIFICATE OF COMPLIANCE WITH ROLLING STOCK LIMITATION. *[This certification applies to contracts for rolling stock.]*

The Proposer certifies that that the manufacturer of the rolling stock Is not owned or controlled by, is not a subsidiary of, or is not otherwise related legally or financially to a corporation based in a country that:

1. Is identified as a nonmarket economy country (as defined in section 771(18) of the Tariff Act of 1930 (19 U.S.C. § 1677(18))) as of the date of enactment of this subsection;
2. Was identified by the United States Trade Representative in the most recent report required by section 182 of the Trade Act of 1974 (19 U.S.C. § 2242) as a foreign country included on the priority watch list defined in subsection (g)(3) of that section; or
3. Is subject to monitoring by the Trade Representative under section 306 of the Trade Act of 1974 (19 U.S.C. § 2416).

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

Company: _____

Name: _____

Title: _____

Signature: _____

Date: _____