The York Adams Transportation Authority (YATA, d/b/a rabbittransit) is seeking proposals from qualified professionals to provide legal services as the Authority’s Solicitor and/or Labor Relation Attorney. The York Adams Transportation Authority will enter into an agreement for these two (2) positions separately. The successful proposer(s) will act in this capacity for the period of July 1, 2015 through June 30, 2017 and may be reappointed for up to three (3) one-year additional terms after that time.

A copy of the full Request for Proposals is available from rabbittransit by contacting Karen Allen at 846-5562 or kallen@rabbittransit.org. One original and four (4) copies of the proposal will be accepted until 2:00 PM prevailing time, on Friday, May 8, 2015. Proposals should be forwarded to:

York Adams Transportation Authority  
Attn: Dwight W. Huntington  
1230 Roosevelt Avenue  
York, Pennsylvania 17404

Proposals will be reviewed by a committee made up of YATA’s senior staff. A contract for services will be awarded by the full Board of Directors upon recommendation of this group. Proposals will be ranked in accordance with the criteria listed in the full RFP.

YATA solicits and encourages disadvantaged business enterprise participation. DBE’s shall be afforded full consideration of their response and will not be subject to discrimination.

Proposers will be required to comply with all applicable non-discrimination, integrity and lobbying laws and regulations and to certify they are not on the Comptroller General’s list of ineligible contractors.

YATA reserves the right to postpone, to accept or reject any and all proposals. In whole or in part, or to waive informalities as it deems to be in its best interest.

April 1, 2015
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REQUEST FOR PROPOSALS

LEGAL SERVICES – SOLICITOR and/or LABOR RELATIONS

York Adams Transportation Authority
(rabbittransit)
1230 Roosevelt Avenue
York, PA 17404
(717)-846-5562
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PART I – INTRODUCTION

This solicitation is for two (2) positions of legal representation – Labor Attorney and Solicitor. Within this solicitation where requirements differ between the two disciplines, they are set out in subsequent sections/sub-sections. All other sections of the document that do not identify a dichotomy, apply to both.

Proposers should indicate on the Price Proposal Form (Section III – Required Forms) which position applies in the space provided.

1.1 Project Description

1.1.1 The York Adams Transportation Authority (YATA) is a municipal authority formed by York County under the Municipal Authorities Act of 1945, as amended.

1.1.2 YATA is responsible for the provision of public transportation services throughout the Counties of York and Adams, Pennsylvania. Transportation is provided through fixed route bus service and para-transit “demand-responsive” services.

1.1.3 The Authority is governed by a 9 member Board of Directors. Members are appointed by the Board of Commissioners of York and Adams Counties.

1.1.4 The Authority employs approximately 200+ employees in a variety of operating and administrative positions. It operates a fleet of 100 revenue vehicles. Roughly half the drivers and mechanics are represented by Local 776 of the International Brotherhood of Chauffeurs, Teamsters and Helpers.

1.1.5 The Authority is funded through a variety of programs at the Federal, State and local level. In addition to programs funds, the Authority receives a significant level of funding through the fare box.

1.1.6 All funding agencies of the Authority require varying levels of legal opinion in their application documents. The Attorney/firm should be sufficiently familiar with Federal and/or State grant programs to be capable of forming these opinions.

1.1.7 On an annual basis, an independent Certified Public Accounting Firm audits the financial records of the Authority. During these audits the CPA firm may, from time to time, request opinions for the Solicitor. The Attorney/Firm should be familiar with the accounting practices to be capable of forming these opinions.

1.2 Proposal Requirements

1.2.1 Format - Each Attorney/Firm should submit one (1) original and four (4) copies of its proposal. Each proposal should be brief, but concise, and contain at a minimum the following elements:

Firm name, business address, telephone number and contact person.
Description of the Attorney/Firm’s history, size and specialty areas.

Resumes of the Attorneys, all Partners and Associates who may be expected to work with YATA. The proposers should include an organizational chart.

Listing of at least three (3) references. Particular attention will be placed on the quality of the firm’s municipal client references.

A description of any proposed participation by a Disadvantaged Business Enterprise (DBE).

Price Proposal Form - Describe the fee arrangements, the price proposal should indicate hourly rates, other legal personnel and support service fees, out-of-pocket expenses- including travel time and related costs. Describe billing procedures to be used.

1.2.2 Certifications must be provided as part of the proposal as follows:

1. Proposal Form
2. Price Proposal Form
3. Affidavit of Non-Collusion
4. Acknowledgement of Receipt of Addenda
5. DBE Certification
6. Affidavit of Disadvantaged Business Enterprise
7. Debarment Certification
8. Restrictions on Lobbying Certification
9. ADA Compliance, Title VI (Civil Rights) Notice of Federal Requirements, Environmental, Resource Conservation and Energy Requirements
10. Commonwealth Non-Discrimination/Sexual Harassment Clause
11. Contractor Integrity

1.2.3 The proposal must be signed by an official authorized to bind the offer.
Proposal must be valid for a period of ninety (90) days.

1.3 General Provisions

1.3.1 Schedule

The following is the expected schedule of activities associated with this RFP:

1. RFP Advertised           Wednesday April 1, 2015
2. Questions Due            5:00 PM Wednesday April 15, 2015
3. Responses to Questions   Monday April 20, 2015
4. Proposals Due            2:00 PM Friday May 8, 2015
5. Review of RFP            May 11 – May 15, 2015
6. Interviews (if needed)   May 18 – May 21, 2015
7. Award of Contract        Thursday June 4, 2015
1.3.2 Financial Assistance Grant

The products and services described in these specifications are to be purchased with the assistance of monies from the Federal Government under the Urban Mass Transportation Act of 1964, as amended. The successful proposer and all subcontractors will be required to comply with all terms and conditions prescribed for third party contacts in a grant contract between the United States of America and the purchaser.

1.3.3 Federal Requirements

The contract between the purchaser and the successful proposer shall contain the following provision:

1. Equal Employment Opportunity - In connection with the carrying out of the project, the contractor shall not discriminate against any employee or applicant for employment.

2. Prohibited Interest - No member, officer or employee of YATA, during or his/her tenure or for one year thereafter, shall have any interest in this contract of the proceeds thereof.

3. Interest of Members or Delegates of Congress - No member of or delegate of the Congress of the United States shall be admitted to any share or part of this contract or receive any benefit arising therefrom.

1.3.4 Conditional Proposals

Conditional proposals, or those that take exceptions to the specifications, will be considered non-responsive and will be rejected.

1.3.5 Rejection of Proposals

YATA reserves the right to reject any and all proposals received as a result of the RFP, and to cancel this solicitation for any reasons determined to be in the YATA’s best interest.

1.3.6 Proposal Forms

Proposals must be submitted using the forms provided in the RFP packet. Proposals submitted without the provided forms will be considered non-responsive and will be rejected.

1.3.7 Changes

1. YATA reserves the right to postpone this proposal opening for its own convenience and to reject any or all proposals. This contract may be awarded without further discussion or notification of any party.

2. Changes to the specifications will be made by written addendum only and distributed to all interested parties via the United States Postal Service First Class service.

3. Proposers may make appointments to discuss this RFP. This, however, does not relieve them from following any of the requirements of the RFP process.
1.3.8 Errors and Omissions

Proposers will not be allowed to take advantage of any errors or omissions in this specification. Full instructions will be given to all requestors as an addendum, should errors or omissions be called to the attention of the YATA. All addenda must be acknowledged by signature with the proposal. YATA will not be liable for errors and omissions in any of the documents.

1.4 Questions and Clarifications

Any questions or requests for clarification on any aspect of this RFP may be directed to:

York Adams Transportation Authority  
Attn: Dwight W. Huntington  
1230 Roosevelt Avenue  
York, PA 17404  
Email: dhuntington@rabbittransit.org

Any interpretations of this RFP and any supplemental instructions will be in the form of a written Addendum, which will be forwarded to all prospective firms on record as per the schedule in Section 1.3.1, above. No interpretation of the meaning of the specifications or other contract documents will be made to the bidders orally. Every request for such interpretation, clarification or approved equal shall be in writing (email is preferred) and addressed to Dwight W. Huntington, YATA; the contact information provided above. Such requests, to be given consideration, must be received by the due date in Section 1.3.1 above. All addenda shall become part of the contract documents and must be included in the proposal submission.

1.5 Evaluation and Selection

1.4.1 Proposals will be evaluated by a committee made up of Senior Staff members of the YATA.

1.4.2 Evaluations for LABOR ATTORNEY will be conducted on a “point ranking” basis with the following criteria being in accordance with the indicated weight:

- Qualifications of the Attorney proposed to serve as Labor Attorney – 30%
- Experience of the Firm in the following areas:
  - Public Transportation – 5%
  - General Contract Law – 5%
  - Pennsylvania’s Municipal Authorities Act – 5%
  - Political Subdivision Tort Claims Act – 5%
  - Labor Relations and Personnel Law – 10%
  - Contract Negotiation and Arbitration – 10%
  - Public Employee Labor Law – 5%
- Experience of the firm and quality of references for municipal clients – 15%
- Cost Proposal - 10%
1.4.3 Evaluations for SOLICITOR will be conducted on a “point ranking” basis with the following criteria being in accordance with the indicated weight:

- Qualifications of the Attorney proposed to serve as Solicitor – 30%
- Experience of the Firm in the following areas:
  - Public Transportation – 5%
  - General Contract Law – 5%
  - Pennsylvania’s Municipal Authorities Act – 5%
  - Political Subdivision Tort Claims Act – 5%
  - Federal Grant Requirements – 5%
  - State and Federal Procurement Regulations – 5%
  - Disadvantage Business Enterprise Requirements – 5%
  - Office of Management and Budget Circular A-102 – 5%
  - The Pennsylvania Sunshine Act – 5%
- Experience of the firm and quality of references for municipal clients – 15%
- Cost Proposal – 10%

1.4.4 A final contract for each: Labor Attorney and Solicitor, are contingent upon approval of the recommendation by the Full Board of Directors of the York Adams Transportation Authority

1.6 Protest Procedures

1.5.1 Purpose

The policies and procedures governing the receipt and resolution of protests in connection with an Invitation for Bid (IFB) or Request for Proposal (RFP) are outlined below. This procedure is applicable to all IFBs or RFPs.

Any protests, prior to submittal of proposals, must be submitted in writing and received by YATA at least seven calendar days prior to the submission date of the proposal. Each protest must be in writing and supported by sufficient information to enable the protest to be considered. A protest will not be considered by YATA if it is insufficiently supported or if it is not received within the specified time frame. YATA’s response will be in writing and set forth the reason for its response. The decision of YATA is final, unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence.

1.5.2 Definitions.

"Interested Party" means any bidders/proposers
"days" means business days
“Filed” means the date of receipt by The Office of the Executive Director or his/her designee
“Federal/State Law or Regulation” means any valid requirement imposed by Federal, State, or other Statute or regulation.

“Presumptive Contractor” means the bidder/proposer that is in line for award of the contract in the event that the protest is denied.

“Protestant” is an Interested Party who is aggrieved in connection with the solicitation or award of a contract and who files a protest.

1.5.3 Types of Protests / Time Limits

Pre-Bid/Proposal Protest is based upon alleged restrictive specifications or alleged improprieties in YATA’s procurement process. A Protestant must file a pre-bid/proposal protest no later than five (5) days prior to bid opening date by 4:30 p.m. York, Pennsylvania prevailing time.

Pre-Award Protest is based upon alleged improprieties of a Bid/Proposal. A Protestant must file a pre-award protest no later than five (5) days after the Protestant knows or should have known of the facts giving rise thereto by 4:30 p.m. York, Pennsylvania prevailing time.

Post-Award Protest is based upon the award of a contract. A Protestant must file a post-award protest no later than five (5) days after the notification to the unsuccessful firms of YATA’s intent to award, or no later than five (5) days after an unsuccessful firm becomes aware of YATA’s intent to award a contract, whichever comes first, by 4:30 p.m. York, Pennsylvania prevailing time.

1.5.4 Contents of Protest

Protests must be in writing, and filed directly with the Office of the Executive Director at:

Executive Director
York Adams Transportation Authority
1230 Roosevelt Avenue
York, PA  17404

and must contain the following information:

a. The name, address and telephone number of the Protestant; and
b. Identity of the IFB or RFP (by number and description); and
c. A detailed factual statement of the grounds for protest; and
d. The desired relief, action or ruling.

1.5.5 Action by YATA

1.5.5.1 Procurement Process Status

Upon timely receipt of a protest, YATA will delay the opening of bids until after resolution of the protest for protests filed prior to the bid opening, or withhold award until after resolution of the protest for protests filed after bid opening. However, YATA may open bids or
award a contract whenever YATA, at its sole discretion, determines that:

a. The items or work to be procured are urgently required; or

b. Delivery or performance will be unduly delayed by failure to make the award promptly; or

c. Failure to make prompt award will otherwise cause undue harm to YATA or a funding source.

If the protest is filed before the award of the contract, YATA will advise the Presumptive Contractor of the pending protest.

If deemed appropriate, YATA may conduct an informal conference on the merits of the protest with all Interested Parties invited to attend.

1.5.5.2 Response to the Protest

YATA’s Executive Director will respond in detail to each substantive issue raised in the protest within a reasonable time after the protest is filed. YATA’s response shall address only the issues raised originally by the Protestant. When, on its face a protest does not state a valid basis for protest or is untimely, the Executive Director may summarily dismiss the protest without requiring a detailed response.

1.5.5.3 Rebuttal to YATA Response

The Protestant may submit a written rebuttal to YATA’s response, addressed to the Executive Director, but must do so within five (5) days after receipt of the original YATA response. YATA will not address new issues raised in the rebuttal. After receipt of the Protestant’s rebuttal, the Executive Director will review the protest and notify the Protestant of his/her final decision.

1.5.6 Request for Additional Information

Failure of the Protestant to comply with a request for information as specified by YATA may result in determination of the protest without consideration of the additional information if subsequently produced. If any Interested Party requests information from another Interested Party, the request shall be made to YATA’s Executive Director, and, if YATA so directs, shall be complied with by the other party within five (5) days.

1.5.7 Request for Reconsideration

If data becomes available that was not previously known, or there has been an error of law, a Protestant may submit a request for reconsideration of the protest. YATA’s Executive Director will again review the protest considering all currently available information. The Executive Directors determination will be made within a reasonable period of time, and his/her decision will be considered final.

1.5.8 Decision
Upon review and consideration of all relevant information the determination as issued by YATA will be final

1.5.9 Confidentiality of Protest

Material submitted by a Protestant will not be withheld from any Interested Party, except to the extent that the withholding of information is permitted or required by law or regulation. If the Protestant considers that the protest contains proprietary material which should be withheld, a statement advising of this fact must be affixed to the front page of the protest submission and the allegedly protected information must be so identified whenever it appears

1.5.10 Federal Transit Administration (FTA) Involvement

Where procurements are funded by the FTA, YATA will notify the Regional Office of any know or pending protests. YATA will notify FTA again within five (5) business days from receipt of YATA’s final decision, the Protestant may file a protest with the FTA only where the protest alleges that YATA failed to have or failed to adhere to its protest procedures or there was a violation of Federal Law or Regulation. Any protest to the FTA must be filed in accordance with FTA Circular 4220.1F

1.7 Standard RFP Requirements

In order to facilitate the submission of complete proposals, proposers should consider the following items in preparation of their submissions (this checklist is not required to be submitted with the proposal):

- Request for proposals received and thoroughly read.
- Questions concerning the solicitation documents and project in general submitted to the YATA by 5:00PM Wednesday April 15, 2015.
- Proposal prepared including the following elements:
  - Description of the proposer’s understanding of the contract.
  - Technical proposal describing the proposer’s approach to the contract.
  - Experience statement including a description of at least three similar clients with reference contact information.
  - Description of personnel to be assigned to the project.
  - Description of subcontractors to be assigned to the project.
  - Description of involvement by disadvantaged business enterprise.

The following forms have been executed by an authorized official of the proposer and included in the proposal:

- Proposal Form
- Price Proposal Form (indicating capacity of Labor Attorney or Solicitor)
- Affidavit of Non-Collusion
- Acknowledgement of Receipt of Addenda (submit whether or not any addenda are issued)
- Disadvantaged Business Enterprise Certification
- Affidavit of Disadvantaged Business Enterprise
- Debarment Certification
- Restrictions on Lobbying Certification
- ADA Compliance, Title VI (Civil Rights) Notice of Federal Requirements, Environmental, Resource Conservation and Energy Requirements
- Commonwealth Non-Discrimination/Sexual Harassment Clause
- Contractor Integrity

- One unbound and four (4) copies of the technical proposal, along with single copies of any samples, submitted by the due date.
PART II – SCOPE OF SERVICES

2.1 Scope of Work – Labor Attorney

2.1.1 The Labor Attorney/Firm will meet with the Board of Directors on an as needed or as requested basis. The Labor Attorney/Firm will provide guidance in the area of Labor Relations to the Executive Director and Senior Staff.

2.1.2 The Labor Attorney/Firm proposing to undertake the Labor Attorney services outlined in the project should be qualified in the following areas of law:

- General Contracting Law
- Pennsylvania’s Municipal Authorities Act of 1945, as amended
- Political Subdivision Tort Claims Act
- Public Employee Labor Law
- Personnel Law and Labor Relations

2.1.3 The Labor Attorney should be available to provide routine legal services on a recurring basis, to include:

- Preparation for and attendance at special meetings and workshops as requested by the Authority.
- Preparation for and attendance at any Authority committee or board meeting when requested by the Executive Director.
- Routine consultation with the Executive Director or Human Resource Director regarding employment matters.
- The preparation and/or review of employment-related policies, rules and procedures of the Authority.
- The review of all contracts, agreements, documents that affect employment with the Authority.
- The rendering of advice concerning potential employment-related claims against the Authority by employees, former employees, or regulatory agencies.
- Make court appearances in State and Federal courts as necessary.
- Conduct internal workshops as requested.

2.1.4 Litigation

2.1.5 Insurance and Liability Defense

2.1.6 Contract Negotiation and Arbitration

2.1.7 Personnel and Labor Arbitration

2.2 Scope of Work – Solicitor

2.2.1 The Solicitor Attorney/Firm may be required to attend regular monthly and annual meetings. Meetings dates are determined by the Board of Directors.
on an annual basis.

2.2.2 The Solicitor Attorney/Firm proposing to undertake the Solicitor services outlined in the project should be qualified in the following areas of law:

- General Contracting Law
- Pennsylvania’s Municipal Authorities Act of 1945, as amended.
- Political Subdivision Tort Claims Act.
- Federal Grant Requirements
- State and Federal Procurement Regulations
- Disadvantaged Business Enterprise Requirements
- Office of Management and Budget Circular A-102
- The Pennsylvania Sunshine Act
- Litigation
- Real Estate
- Environmental Law
- Workers Compensation
- Multi-agency Cooperative Projects
- Project Financing Programs

2.3 **Term Contract and Prices**

2.3.1 Open-End Contract

No guarantee is expressed or implied as to the total volume of services to be requested under this contract for either Labor Attorney or Solicitor.

2.4 **Appropriation of Funds**

If funds are not appropriated or otherwise made available to support continuation in any fiscal year, the Authority shall have the right to terminate the agreement without any obligation or penalty.

2.5 **Term Contract**

2.5.1 The awarded prices shall be inclusive of all indirect and direct expenses required to provide requested services.

2.5.2 Awarded Offeror, by submission of response to the solicitation, agrees to supply the Authority with required services at firm delivered prices for a period of two (2) years with the option of three (3) annual renewals.

2.5.3 The Authority reserves the right to cancel any agreement or contract with the firm for any reason with a thirty-day notice.

2.6 **Contract Renewal**

The Authority retains the right to renew this initial contract under the same terms
and conditions upon mutual agreement with the Bidder. Contracts for commodities or contractual services may be renewed for a one (1) year period that may not exceed four (4) annual renewals. Renewal of a contract for commodities or contractual services shall be in writing and shall be subject to the same terms of the solicitation of bids, proposals, or replies, the price of the commodity or contractual service to be renewed shall be specified in the bid, proposal, or reply. A renewal contract may not include any compensation for costs associated with the renewal. Renewals shall be contingent upon satisfactory performance evaluations by the agency and subject to the availability of funds.
PART III – REQUIRED FORMS

Failure to submit a fully executed copy of each of the following nine (9) forms/certifications will render the proposal Non-Responsive.

A single copy of all forms/certifications is required EXCEPT for the Price Proposal Form where one copy is required for EACH category – Labor Attorney and/or Solicitor – should Proposers wish to tender a proposal for each.
Proposal Form

In conformity with and acceptance of the specifications and the Contract Documents, including all the clauses attached to this document, the undersigned submits this Proposal and guarantees the validity of the same for a period of ninety (90) days after date hereof. It is understood that this Proposal Form and all attached clauses, specifications, and documents, constitutes a legal and binding contract when accepted and signed by the Authority, to proceed with the purchase of the goods and services intended by this proposal.

It is hereby certified that the undersigned is the only person(s) interested in this Proposal as principal, and that the proposals made out without collusion with any person, firm or corporation.

Bidder agrees that, if awarded that contract, bidder will furnish and will deliver all materials, and will execute the contract in accordance with the specifications to the complete satisfaction and acceptance of the Authority.

It is understood that the Authority reserves the right to reject any or all bids or part thereof or items therein and to waive technicalities required for the interest of YATA. It is further understood that competency and responsibility of bidders will received consideration before the award of the contract, and that the judgment of YATA shall be binding on these considerations.

The bidder agrees that bidder will not assign the bid or any of the bidder's rights or interest there under without the written consent of YATA.

THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF THE FOLLOWING ATTACHEMENTS TO THE RFP:

- Price Proposal Form
- Acknowledgement of Receipt of Addenda
- Restrictions on Lobbying Certification
- Affidavit of Disadvantaged Business Enterprise
- Commonwealth Non-Discrimination/Sexual Harassment Clause
- Affidavit of Non-Collusion
- Debarment Certification
- Contractor Integrity
- DBE Certification

____________________________
Signature of the Authorized Person

____________________________
Title and Date

NOTE: Failure to complete this form and submit it with your bid will render the bid non-responsive
Price Proposal Form

Select one box below indicating the capacity for which this Proposal Form applies. If it is the intent to propose for both Labor Attorney and Solicitor, proposers shall complete a second copy of this Form indicating each capacity separately.

☐ SOLICITOR ☐ LABOR ATTORNEY

Pricing Form

Note: One original and four (4) copies of this form to be submitted with the proposal package.

<table>
<thead>
<tr>
<th>Year 1:</th>
<th>Year 2:</th>
</tr>
</thead>
<tbody>
<tr>
<td>$________</td>
<td>$________</td>
</tr>
</tbody>
</table>

Other Fees/Costs: (if need, attach additional sheets)

DATED: ___________________________  Company Name

BY: ______________________________  Title

Printed Name

Signature

Address (Street, City, State, Zip)

Telephone (Area Code and Phone Number)  Email

This fully executed Bid Form with additional attachments will constitute an Agreement between the proposer and the York Adams Transportation Authority.
Affidavit of Non-Collusion

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

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

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

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

(4) That I am not on the Comptroller General's List of Ineligible Contractors.

(5) That I have fully informed myself regarding the accuracy of the statements made in the affidavit.

Signed: ____________________________

Firm: ______________________________

Subscribed and sworn to before me

day of ______________ 20____

_________________________________
Notary Public

My Commission Expires _________ 20____

Bidders Employer Identification Nbr. ____________________
(As used on employer's quarterly Federal Tax Return)
Acknowledgement of Receipt of Addenda

LEGAL SERVICES

The undersigned hereby acknowledges receipt of the following addenda to the above referenced RFP:

Addendum Number: ________________, dated: ________________
Addendum Number: ________________, dated: ________________
Addendum Number: ________________, dated: ________________
Addendum Number: ________________, dated: ________________
Addendum Number: ________________, dated: ________________
Addendum Number: ________________, dated: ________________
Addendum Number: ________________, dated: ________________

__________________________________________________________
Name of Individual, Partnership or Corporation:

__________________________________________________________
Address:

__________________________________________________________
Name of Authorized Person: ___________________________ Signature:

__________________________________________________________
Title of Authorized Person: ___________________________ Date:
Disadvantaged Business Enterprise (DBE) Certification

Policy: It is the policy of the U.S. Department of Transportation and the Pennsylvania Department of Transportation that DBE's as defined in 49 CFR Part 26 as amended, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal and/or Commonwealth funds under the agreement which results from the Purchaser's acceptance of the proposer's offer. Consequently, the DBE requirements of 49 CFR Part 26, as amended, apply to that agreement.

DBE Obligation. The bidder/contractor agrees to ensure that DBE's as defined in 49 CFR Part 26, as amended, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under the agreement which results from the Purchaser's acceptance of the proposer's offer. In this regard, all bidders/contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26, as amended, to ensure that DBE's have the maximum opportunity to compete for and perform contracts. Bidders/contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of Department of Transportation assisted contracts.

Failure by the Contractor to carry out these requirements is a material breach of the contract which may result in the termination of this contract or such other remedy as YATA deems appropriate.

Signature: ______________________ Date: ____________________

Title: __________________________

Firm: __________________________
Affidavit of Disadvantaged Business Enterprise

I HEREBY DECLARE AND AFFIRM that I am the ___________ and the duly authorized representative of (the firm of) __________________________________________ doing business at __________________________________________ (include address, city, state and zip code).

I HEREBY DECLARE AND AFFIRM that the above business is: (check as appropriate)

_____ A firm that is at least 51% owned by one or more individuals who are disadvantaged as defined in 49 CFR Part 26, Subpart D, or

_____ A corporation in which at least 51% of the stock is owned by one or more disadvantaged individuals as defined in 49 CFR Part 26, Subpart D.

And that such firm or corporation has been organized/incorporated since ______, 20___ and is controlled by one or more individuals defined as disadvantaged in 49 CFR Part 26, Subpart D.

FURTHERMORE, I HEREBY DECLARE AND AFFIRM that I will provide such additional information as requested by the York Adams Transportation Authority to document this fact as provided for in 49 CFR Part 26, Subparts D and E.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF THE ABOVE FIRM, TO MAKE THIS AFFIDAVIT.

AFFIANT: ________________________________

DATE: ________________________________

On this ________ day of __________, 20____, before me, ________________, the undersigned officer, personally appeared ____________________________, known to me to be the person described in the foregoing Affidavit and acknowledged that he/she executed the same in the capacity therein stated and for the purposes therein contained.

In witness thereof, I hereunto set my hand and official seal.

______________________________
(Notary Public)

My Commission Expires ____________ (SEAL)

STATE OF: ________________________________

COUNTY/CITY OF: ________________________________
Debarment Certification

The proposer hereby certifies to the best of its knowledge and belief, that its principals, and the principals of its subcontractors:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by the Commonwealth, the Federal Government or other states.

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

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

(4) Have not within the preceding three-year period had one or more public transactions (Federal, State or local) terminated by cause or default.

THE PROPOSER CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION.

Signature: ____________________ Date: ____________________

Title: _________________________

Firm: _________________________
Americans With Disabilities Act Compliance

The undersigned agrees to comply with, and assure that any third party contractor under this Project complies with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 USC &§ 12101 et seq. and 49 USC § 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794; Section 16 of the Federal Transit Act, as amended, 49 USC app. § 1612; and the following regulations and any amendments thereto:

1) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. Part 37;
2) U.S. DOT regulations, “Nondiscrimination on the basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. Part 27;
4) Department of Justice (DOJ) regulations, “Nondiscrimination on the Basis of Disability in State and
5) Local Government Services,” 28 C.F.R. Part 35;
6) DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. Part 36;
7) General Services Administration regulations, “Construction and Alteration of Public Buildings,”
11) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. Part 1194; and

DATE: _______________ FIRM NAME: _______________________________________________

BY

SIGNATURE & TITLE: _____________________________________________________________
Restrictions on Lobbying Certification

The Proposer hereby certifies that:

(1) No 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 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, 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 a Federal contract, grant, loan, or cooperative agreement, the bidder 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 award documents for all sub-awards at all tiers (including subcontracts, subgrants, and the contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into submission of this certification is a prerequisite for making or entering into this transaction imposed by 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 $10,000.00 and not more than $10,000.00 for each such failure.

Signed: _________________________ ________________
Signature of Authorized Official Date

_______________________________
Title of Authorized Official

Firm: ___________________________
**Commonwealth Non-Discrimination/Sexual Harassment Clause**

The Contractor agrees:

a. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract, or subcontract, the contractor, a subcontractor, or any person acting on behalf of the contractor shall not, by reason of gender, race, creed, or color, discriminate against any citizen of the Commonwealth of Pennsylvania who is qualified and available to perform the work to which the employment relates.

b. The contractor or any subcontractor or any person acting on their behalf shall not in any manner discriminate against or intimidate any of its employees on account of gender, race, creed, or color.

c. The contractor or any subcontractor shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.

d. The contractor or any subcontractor shall not discriminate by reason of gender, race, creed, or color against any contractor, subcontractor or supplier who is qualified to perform the work to which the contracts relates.

e. The contractor or any subcontractor shall, within the time periods requested by the Commonwealth of Pennsylvania, furnish all necessary employment documents and records and permit access to their books, records, and accounts by the Pennsylvania Department of Transportation and the Bureau of Minority and Women Business Opportunities (BMWBO), for the purpose of ascertaining compliance with provisions of this Non-discrimination/ Sexual Harassment Clause.

f. The contractor or any subcontractor shall include the provisions of this Nondiscrimination/ Sexual Harassment Clause in every contract or subcontract so that those provisions applicable to contractors or subcontractors will be binding upon each contractor or subcontractor.

g. The York Adams Transportation Authority may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Non-discrimination/Sexual Harassment Clause. In addition, the Red Rose Transit Authority may proceed with debarment or suspension and may place the contractor or subcontractor in the Contractor Responsibility File.
Contractor Integrity

It is essential that those who seek to contract with the York Adams Transportation Authority ("YATA") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the YATA procurement process. In furtherance of this policy, Contractor agrees to the following:

1. Contractor shall maintain the highest standards of integrity during the performance of this agreement and shall take no action in violation of state or federal laws or regulations, or other requirements applicable to the Contractor or that govern contracting with the Commonwealth of Pennsylvania ("Commonwealth") and/or YATA.

2. Contractor, its affiliates, agents and employees shall not influence, or attempt to influence, any YATA or Commonwealth employee to breach the standards of ethical conduct for employees or to breach any other state or federal law or regulation.

3. Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a YATA or Commonwealth official or employee or to any other person at the direction or request of any YATA or Commonwealth official or employee.

4. Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a YATA or Commonwealth official or employee, the acceptance of which would violate the applicable code of conduct or any statute, regulation, statement of policy, management directive or any other published standard of YATA or the Commonwealth.

5. Contractor, its affiliates, agents and employees shall not, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any official or employee of YATA or the Commonwealth.

6. Contractor, its affiliates, agents, employees or anyone in privity with him or her shall not accept or agree to accept from any person, any gratuity in connection with the performance of work under the contract, except as provided in the contract.

7. Contractor shall not have financial interest in any other contractor, subcontractor or supplier providing services, labor, or material on this project, unless the financial interest is disclosed to YATA in writing at the time of bid or proposal submission and YATA consents to the Contractor’s financial interest prior to YATA execution of the contract.

8. Contractor, its affiliates, agents and employees shall not disclose to others any information, documents, reports, data, or records provided to, or prepared by, Contractor under this contract, or secured by Contractor from a third party in connection with the performance of this contract, without the prior approval of YATA, except as required by the Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104; necessary for purposes of Contractor’s internal assessment and review; or otherwise required by law.

9. Contractor certifies that neither it nor any of its officers, directors, associates, partners, limited partners or individual owners has not been officially notified of, charged with, or convicted of the commission of embezzlement, theft, forgery, bribery or destruction of public records; commission of fraud or other improper conduct associated with obtaining, attempting to obtain or performing a public contract; violation of any federal or state law regulating campaign contributions; violation of any federal or state environmental law; violation of any federal or state law regulating hours of labor, minimum wage standards or
prevailing wage standards, discrimination in wage, or child labor violations; violation of any federal or state law prohibiting discrimination in employment; debarment by any agency or department of the federal government or by any other state. Contractor acknowledges that YATA may, in its sole discretion, terminate the contract for cause upon such notification or when YATA otherwise learns that YATA has been officially notified, charged or convicted.

10. Contractor shall comply with requirements of the Lobbying Disclosure Act, 65 Pa.C.S. § 13A01 et seq., and the regulations promulgated pursuant to that law.

11. When Contractor has reason to believe that any breach of ethical standards as set forth in law or in these provisions has occurred or may occur, Contractor shall immediately notify the YATA contracting officer in writing.

12. Contractor, by submission of its bid or proposal and/or execution of this agreement and by the submission of any bills or invoices for payment pursuant to the contract, certifies and represents that it has not violated any of these contractor integrity provisions with the submission of the bid or proposal, during any contract negotiations or during the term of the contract.

13. Contractor shall cooperate with the York County Controller or the Office of State Inspector General in its investigation of any alleged YATA or Commonwealth employee breach of ethical standards and any alleged Contractor non-compliance with these provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the request of the Controller or the Inspector General, shall provide or make promptly available for inspection and copying, any information of any type or form deemed relevant by the Controller or the Inspector General to Contractor’s integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor’s business or financial records, documents or files of any type or form that refers to or concern this contract.

14. For violation of any of the above provisions, YATA (or Commonwealth, if applicable) may terminate this and any other agreement with the Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all additional costs and expenses incurred to debar and suspend the Contractor from doing business with YATA or Commonwealth. These rights and remedies are cumulative, and the use or no-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those YATA and the Commonwealth or YATA may have under law, statute or regulations.

15. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this paragraph:

   a. “Confidential information” means information that is not already in the public domain; is not available to the public open request; is not or does not become generally known to the Contractor from a third party without an obligation to maintain its confidentiality; has not become generally known to the public through an act or omission of the Contractor; or has not been independently developed by Contractor without the use of confidential information of the Commonwealth of Pennsylvania or YATA.

   b. “Consent” means written permission signed by a duly authorized officer or employee of the Commonwealth or YATA, provided that where the material facts have been disclosed, in writing, by pre-qualification, bid, proposal, or contractual terms, YATA shall be deemed to have consented by virtue of execution of this contract.
c. “Contractor” means the individual or entity that has entered into this agreement with YATA, including those directors, officers, partners, managers and owners having more than five percent (5%) interest in the Contractor.

d. “Financial Interest” means:
   (1) Ownership of more than five (5%) percent interest in any business; or
   (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.

e. “Gratuity” means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

f. “Immediate family” means a spouse and any unemancipated child.

g. “Political contribution” means any payment, gift, subscription, assessment, contract, payment for services, dues, loan, forbearance, advance or deposit of money or any valuable thing, to a candidate for public office or to a political committee, including but not limited to a political action committee, made for the purpose of influencing any election in the Commonwealth of Pennsylvania or for paying debts incurred by or for a candidate or committee before or after any election.

CONTRACTOR: ________________________________________________

BY: _________________________________________________________

Signature

Print Name

Date
PART IV – GENERAL AND FEDERAL THIRD PARTY CONTRACT PROVISIONS

General Clauses

I. Definitions
For the purposes of this Request for Proposals, the terms "York Adams Transportation Authority," "YATA," and "rabbittransit" are used interchangeably and all refer to the purchaser.

II. The Contract Documents
The agreement, General Conditions and Specifications with notes or changes made thereon before signing of the Agreement, are the documents forming the Contract.

III. Financial Assistance Grant
The products and services described in this Request for Proposals are to be purchased with the assistance of monies from the Pennsylvania Department of Transportation (PENNDOT). The successful proposer and all subcontractors will be required to comply with all terms and conditions prescribed for third party contracts in a grant contract between the Commonwealth of Pennsylvania and the purchaser.

IV. Prohibited Interest
No member, officer, or employee of YATA during his or her tenure or for one year thereafter, shall have an interest, direct or indirect, in this contract or the proceeds thereof.

V. Interest of Members or Delegates to Congress
No member of or delegate to the Congress of the United States shall be admitted to any share or part of this contract or receive any benefit arising there from.

VI. Intent of Specifications
Only services provided by suppliers who have demonstrated experience in this field will be considered. The products offered shall be of high grade. The proposal shall include a complete description of each product or service to be furnished.

VII. Compliance with Specifications
In all cases, materials must be furnished as specified, but where brand names are used, consider the terms "approved equal" to follow; however, written approval for any proposed "equal" must be received in writing before the scheduled bid opening.

All bids received shall remain in effect for 60 days after bid opening.

VIII. Award of Contract
The award of contract will be made to the responsive and responsible proposer ranked highest in the evaluation process described above. In determining the successful bidder consideration will be given to price, responsiveness to the specifications, suitability of the services offered and experience of the proposer in providing the goods and services required. The YATA reserves the right to accept or reject any or all bids. The bid may be awarded without any further discussion.

IX. Term of Payment
The Contractor shall submit an invoice for all contracted goods and services on a monthly basis. Payment by the York Adams Transportation Authority will be made within thirty (30) days of receipt of an approved invoice during the start-up period and in similar fashion by individual consortium members once the consortium is in operation.

X. Taxes
The York Adams Transportation Authority is exempt from payment of all federal, state and local taxes in connection with this purchase and said taxes shall not be included in the pricing. The YATA will provide necessary tax exempt certificates to the supplier upon request.

XI. Material Warranty
The bidder shall assume responsibility for all materials and services used in the project whether the same is made by the contractor, or purchased ready-made from an outside source.
The proposer must guarantee to furnish sufficient technical support to assure satisfactory performance of the procured services for the period of the warranty.

XII. Contractual Obligation of the Bidder

Each proposal shall be submitted with the understanding that the acceptance in writing by the purchaser of the offer to supply goods and services described therein shall constitute a contract between the bidder and the purchaser, which shall bind the bidder on his or her part to furnish and deliver at the bid price in accordance with the conditions of said accepted proposal and specifications.

XIII. Definition of Terms

The term "manufacturer", "contractor", or "supplier" used in these specifications means the concern, or its duly authorized representative, accepting the order to furnish and deliver material covered by these specifications. The term "purchaser" refers to the York Adams Transportation Authority.

XIV. Errors and Omissions

The supplier will not be allowed to take advantage of any errors or omissions in the specification. Full instructions to correct errors or omissions will be given to the supplier, should errors or omissions be called to the attention of the YATA.

XV. Termination of Contract

This contract may be terminated upon the occurrence of any of the following:

A. If, through any cause, the supplier shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or, if the supplier shall violate any of the covenants, agreements or stipulations of the Agreement, Community Transit may terminate this Agreement by giving written notice to the supplier of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. The supplier will only be paid for services and materials delivered and accepted.

B. The YATA may terminate this Agreement at any time without cause, provided that it gives written notice to the supplier of such termination, which shall be effective on the date of such notice. In the event of such termination, the supplier shall be compensated for the materials and services or materials delivered through the date of the written notification by the YATA to terminate work. The supplier will only be paid for services or materials delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

XVI. Conditional Bids

Conditional Bids, or those which take exceptions to the specifications, will be considered non-responsive and will be rejected.

XVII. Bid Forms

Bids must be submitted on forms provided. Bids submitted in any other form will be considered non-responsive and will be rejected.

XVIII. Changes

A. The York Adams Transportation Authority reserves the right to postpone bid opening for its own convenience and to reject any or all bids. Bid may be awarded without further discussion or notification of bidders.

B. Changes to the specifications will be made by addendum.

C. Prime contractors may make appointments to discuss these specifications. This, however, does not relieve them from reducing the request to writing and providing full written documentation for the request.

XIX. Packing and Shipping

All materials shall be packaged and shipped in a manner to insure their receipt without loss or injury.

XX. Rejection

Failure of any of the material, or of a sample or samples thereof to satisfactorily meet
inspection will be cause for rejection of the material furnished under this specification. The supplier shall pay rejected material transportation charges both ways.

At YATA's option, the supplier may be required to rectify any situation arising from improper delivery or delivery of inadequate materials. Such correction shall be made within 24 hours of the YATA's notice.

XXI. Pricing

The contractor shall differentiate its pricing for start-up activities and ongoing consortium activities.

XXII. Bid Due Date

Sealed proposals must be delivered to the York Adams Transportation Authority, 1230 Roosevelt Avenue, York, PA 17404 by the Time and Date specified elsewhere in this document. Bids received after this date and time shall be considered unresponsive and will not be considered. The enclosed affidavit of non-collusion must be submitted with the bid.

XXIII. Debarment and Restrictions on Lobbying

The proposer agrees to comply with the debarment and restrictions on lobbying certifications, contained elsewhere in this RFP.

XXIV. Records Retention

If the work covered by this contract exceeds $100,000 in value, the bidder/proposer agrees to maintain intact and readily accessible, all data, documents, reports, records, contracts and supporting materials relating to the Project for the duration of the Project and for a period of not less than three (3) years thereafter.

XXV. Indemnification

The bidder/proposer agrees to indemnify, defend and hold the YATA harmless from any and all claims and lawsuits by third parties (including, but not limited to, employees and agents of the YATA and the bidder/proposer), including the payment of all damages, expenses, penalties, fines, costs, royalties, charges and attorneys’ fees incurred by the YATA, whether these claims or lawsuits are based upon breach of warranty, strict liability in tort, any failure by the bidder/proposer to comply with laws pertaining to the Contract Documents, the use of patent appliances, products or processes or any breach by the bidder/proposer of any of its other duties, representations, covenants, or other agreements in the Contract Documents. The bidder/proposer will defend all suits brought upon all such claims and lawsuits and shall pay all costs and expenses incidental thereto, but the YATA shall have the right, at its option, to participate at its own expense in the defense of any suit, without relieving the bidder/proposer of any of its obligations hereunder.
Federal Clauses

No Obligation by the Federal Government.

1. The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

Program Fraud and False or Fraudulent Statements or Related Acts.

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

2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

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

Federal Changes.

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

Access to Records.

The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R.18.36(i), the Contractor...
agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at $100,000.

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The Contractor agrees to 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 Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

7. FTA does not require the inclusion of these requirements in subcontracts.
Privacy Act.

Contracts Involving Federal Privacy Act Requirements - The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

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

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

Termination of Contract.

This contract may be terminated upon the occurrence of any of the following:

1. If, through any cause, the supplier shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or, if the supplier shall violate any of the covenants, agreements or stipulations of the Agreement, Community Transit may terminate this Agreement by giving written notice to the supplier of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. The supplier will only be paid for services and materials delivered and accepted.

2. YATA may terminate this Agreement at any time without cause, provided that it gives written notice to the supplier of such termination, which shall be effective on the date of
such notice. In the event of such termination, the supplier shall be compensated for the materials and services or materials delivered through the date of the written notification by Community Transit to terminate work. The supplier will only be paid for services or materials delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

Civil Rights.

The following requirements apply to the underlying contract:

1. **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. **Equal Employment Opportunity** - The following equal employment opportunity requirements apply to the underlying contract:

   a. **Race, Color, Creed, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (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," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. 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. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

   b. **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. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

   c. **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. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

Disadvantaged Business Enterprise.

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency’s overall goal for DBE participation is 4.9%. A separate contract goal has not been established for this procurement.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. 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 YATA deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. The contractor will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

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

b. Firms submitting qualifications/proposals are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.

   a. In the case of contract goals or applicable DBE participation in contract, the following documentation should be maintained:

      i. The names and addresses of DBE firms that will participate in this contract;
      ii. A description of the work each DBE will perform;
      iii. The dollar amount of the participation of each DBE firm participating;
      iv. Written documentation of the submitting firm’s commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
      v. Written confirmation from the DBE that it is participating in the contract as provided in the prime Contractor’s commitment;
      vi. If the contract goal is not met, evidence of good faith efforts to do so.

The information required above, as a matter of responsiveness, must be included with original submission of qualifications and price proposal prior to contract award (see 49 CFR 26.53(3)).

c. Prompt Payment: The YATA will include the following clause in each DOT-assisted prime contract: The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the
receipt of each payment the prime contract receives from YATA. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the YATA. This clause applies to both DBE and non-DBE subcontracts.

d. Retainage: The prime contractor agrees to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the YATA. This clause applies to both DBE and non-DBE subcontracts.

e. Monitoring and Enforcement: The YATA has established, to monitor and enforce that prompt payment and return of retainage is occurring, a monthly DBE statement to be completed by the contractor. This statement is submitted to YATA for the purpose of recording of prompt payment and successful completion of work duties assigned to DBEs. Furthermore, depending on the size and scope of the work performed, construction management consultants may be used. The Contractor shall notify YATA in writing of any delay or postponement of payment beyond thirty (30) days and such written notification shall set forth, with appropriate documentation, the full details of the reasons upon which the Contractor is basing its actions. YATA shall not be obligated to make a progress payment or a final payment to a Contractor who has failed to make payments promptly to its subcontractors for work performed, and for which YATA has made payment, without good cause. The remedies YATA has available to enforce the DBE requirements contained in its contracts include, but are not limited to, the following:

1. Breach of contract action pursuant to the terms of the contract. The intent of proceeding will be to initiate corrective action on the part of the contractor. If the corrective action is not implemented, the contractor will be terminated in accordance with the terms of the contract.

2. Inform the Pennsylvania Department of Transportation of any false, fraudulent, or dishonest conduct regard the DBE Program. Beyond the power of YATA within the contract terms, the Federal government has available the following mechanisms that apply to firms participating in the DBE program:
   a) Suspension or debarment proceedings pursuant to 49 CFR Part 26.
   b) Enforcement action pursuant to 49 CFR Part 31.

Incorporation of Federal Transit Administration (FTA) Terms.

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

Suspension and Debarment.

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.
The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

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 YATA. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to YATA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Resolution of Disputes, Breaches, and Disputes.

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

Performance During Dispute - Unless otherwise directed by YATA, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

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

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

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 the YATA, (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Lobbying.

contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

Clean Air.

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

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

Clean Water.

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

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

Fly America Requirements.

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

Rights in Data.

These following requirements apply to each contract involving experimental, developmental or research work:

(1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.
(2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

(a) Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government 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.

(b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "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.

1. Any subject data developed under that contract, whether or not a copyright has been obtained; and

2. Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by FTA.

(c) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added 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 that 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 the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

(d) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or 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. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

(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 the Purchaser or Contractor and financed entirely without using Federal
assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.

(g) Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

(3) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e. a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(4) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

**Patent Rights.**

This following requirements apply to each contract involving experimental, developmental, or research work:

(1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

(2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

**Energy Conservation.**

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

**Access Requirements Persons with Disabilities.**

The bidder/proposer agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. S12101 et seq.; Section 504 of the Rehabilitation Act.
of 1973, as amended, 29 U.S.C. S794; 49 U.S.C. S5301(d); and the following Federal regulations including any amendments thereto:

(1) U.S. Department of Transportation regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R., Part 37; applies to bidders/proposers supplying transportation services.

(2) U.S. Department of Transportation regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27; applies to all contracts.

(3) U.S. Department of Transportation regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 49 C.F.R. Part 38; applies to all purchases of mass transit rolling stock.


(9) Federal Transit Administration regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609, applies to bidders/proposers supplying transportation services.