



County of Lackawanna Transit System

REQUEST FOR PROPOSALS

Lackawanna Transit Center

Security Services

February 18, 2025

REQUEST FOR PROPOSALS

Lackawanna Transit Center

Security Services

The County of Lackawanna Transit System (COLTS), the public transportation provider in Lackawanna County, in accordance with directives from the U. S. Department of Transportation and the Pennsylvania Department of Transportation, is seeking proposals for a qualified Service Provider to manage, with its own employees, security services at the Lackawanna Transit Center in downtown Scranton from April 1, 2025 through March 31, 2028. The successful proposer will be solely responsible for security oversight of the LTC and other COLTS facilities as necessary. The price proposal submission will allow for weekday security services, daily for eight hours each day, with after-hours/on-call services as necessary to be included in the overall cost. All COLTS services are open to the public and are ADA-accessible for elderly and disabled persons in compliance with local, state, and federal law. The successful proposer is responsible to adhere to all applicable laws.

All proposals and related documents will be subject to the financial assistance contract between the Pennsylvania Department of Transportation (PennDOT) and COLTS. COLTS will not discriminate against any proposer because of race, color, religion, sex, or national origin. Any firm or person who enters into a contract with COLTS must agree to comply with any and all FTA and Commonwealth of PA laws regarding the prohibition of discrimination. All proposers, by submitting a proposal, shall accept the affirmative duty to ascertain and comply with such laws.

A Pre-Proposal meeting to answer questions will be held at COLTS Administrative Offices, 800 North South Road, Scranton, PA 18504 at 3:00 P.M. (EST) on March 13, 2025. The purpose of the meeting is to allow interested firms to ask questions about the Request for Proposals prior to proposal submission. Attendance at the pre-proposal meeting is not required but is strongly suggested.

Copies of the RFP package can be requested by e-mail:

Gregory Czyzyk
Manager of Special Projects and Lackawanna Transit Center
800 North South Rd
Scranton, Pa. 18504
(570)905-7563
(570)346-2061 ext.1201
gczyzyk@coltsbus.com
or obtained from our website, www.coltsbus.com.

All questions regarding the RFP are to be directed to:

Gregory Czyzyk
Manager of Special Projects and Lackawanna Transit Center

Proposers are to submit proposals per instructions (please see Proposal Format Section for questions regarding section content). Submit one copy of each section marked original and five (5) complete copies. Proposal envelopes for each section must clearly identify the RFP name "Lackawanna Transit Center (LTC) Security Services," the RFP Section and the Proposer's name and address to the attention of:

LTC Security Services RFP
 Gregory Czyzyk
 Manager of Special Projects and Lackawanna Transit Center
 County of Lackawanna Transit System (COLTS)
 800 North South Road
 Scranton, PA 18504

Proposals received later than 3:00 P.M. EST on March 17 2025 shall be rejected. The County of Lackawanna Transit System reserves the right to reject any and all proposals or to award one or more contracts.

1.1 Submission Instructions

1.1.1 Quantity

The proposer shall submit five (5) copies of its proposal.

1.1.2 Due Date

In order to be considered, proposals must be received at the offices of COLTS by (3:00 P.M. EST) on Monday, March 17, 2025 (rev. 2-20-25). Failure of the U.S. Postal Service or other delivery service to deliver proposal packages on time shall result in the proposal not being opened or considered. Proposals should be clearly marked "LTC Security Services" and delivered to:

Gregory Czyzyk
 Manager of Special Projects and Lackawanna Transit Center
 County of Lackawanna Transit System
 800 North South Road
 Scranton, PA 18504

TIMELINE	
ACTION	DATE
Advertising Proposals	February 18, 2025
Conduct Pre-Proposal Conference	March 13, 2025, 3:00 P.M.
Facility Inspection	By Appointment
Final Date for Questions (must be written)	March 10, 2025 by 10:00 A.M. EST
COLTS Official Response to Questions and Pre-Proposal Meeting	March 13, 2025 at 3:00 P.M. EST
Proposals Due and Time	March 17, 2025 by 3:00 P.M. EST
Conduct Interviews (if needed)	March 18 - 25, 2025
Names of Proposers Publicly Announced	March 26, 2025
Evaluation and Selection	March 26, 2025
Award(s)	March 26, 2025
Execute Agreements with Providers	April 1, 2025
Commence service with new providers	April 1, 2025
<i>COLTS may unilaterally change this schedule by written notice</i>	

1.1.3 Proprietary Information

Any information contained in the proposal that the proposer considers proprietary must be clearly identified as such. COLTS will respect requests for non-disclosure of proprietary information to the extent that information so restricted conforms to the Freedom of Information Act and the Pennsylvania Sunshine Laws.

1.1.4 Forms

Appendices A, B, and C of this solicitation contain certain forms that are mandatory in the proposal process. These forms must be executed and submitted in their exact format in order for the proposal to be considered responsive. Precise, unedited computer reproductions to expedite the proposal preparation process are acceptable.

1.1.5 Availability of Electronic Version of this Document

The Request for Proposals and all related forms contained herein are available electronically in Portable Document Format (PDF). Interested parties who desire an electronic copy of this document should contact Gregory Czyzyk, Manager of Special Projects and Lackawanna Transit Center. Files will be sent via e-mail to the requesting party. COLTS does not warrant the integrity or format accuracy of any file or document sent in this manner.

1.1.6 Qualified Service Proposers

COLTS hereby notifies all Proposers regarding any contract entered into pursuant to this RFP advertisement or solicitation, disadvantaged business enterprises (DBE's) will be afforded full opportunity to submit proposals in response and will not be subject to discrimination on the basis of race, color, sex or national origin in consideration for an award.

Disadvantage Business Enterprises (DBE) are encouraged to submit a proposal. Firms that wish to be certified as a DBE should contact the Pennsylvania Unified Certification Program (PA UCP) at www.paucp.com. To be considered a DBE, the Proposer must be certified prior to the award of a Purchase of Services Agreement by PA UCP.

Certified Small Businesses Enterprises (SBE), who are prequalified, are encouraged to propose on this project. Small Businesses who are not prequalified are encouraged to become certified as a small business. For more information view PennDOT's small business enterprise website at: (<https://www.dotsbe.pa.gov/SBEWeb/sbe/viewHome.do>).

The successful Proposer will be required to comply with all applicable laws and regulations and assist COLTS with its policies and programs including Equal Employment Opportunity (EEO), Title VI, DBE and SBE.

COLTS reserves the right to postpone, accept or reject any and all proposals, in whole or in part, and to waive any informality in the RFP process as COLTS deems in its own and/or the public's best interests. The Proposals shall be valid and binding for ninety (90) days from the date of opening.

Any person or business on the Comptroller General's list of ineligible Bidders and /or those who have been prohibited from doing business in the Commonwealth of Pennsylvania or its agencies/subdivisions,

is not an eligible Proposer. Proposing firms must not be debarred or suspended per the clearance check in the federally monitored System for Award Management, (SAM), www.sam.gov.

This solicitation is structured to provide for the maximum measure of competition among firms. COLTS will consider the Proposer's qualification, experience, fiscal stability and resources, contractor integrity, record of compliance with public policy, record of past performance, technical and financial resources, as well as price when awarding this contract.

Proposals received after the specified closing time will be considered late proposals and will not be considered for award and not opened.

1.2 Questions Concerning the Project

1.2.1 Written Questions

Contact/Questions: Requests for information related to this RFP should be directed to Gregory Czyzyk, Manager of Special Projects and Lackawanna Transit Center. E-mailed questions will be considered as written; however, no telephone solicitations will be honored.

Questions must be submitted in writing via U.S. Post Office, e-mail or facsimile as detailed above.

Written questions and/or requests for clarification as well as all requests for exceptions, deviations, or approved equals to the request for proposals and/or specifications must be submitted no later than 10:00 A.M. on March 10, 2025 EST.

All potential Proposers must complete "Potential Proposer Interest Confirmation Form" and e-mail it to Gregory Czyzyk, Manager of Special Projects and Lackawanna Transit Center.

Failure to do so means you are not interested in the project and do not want any associated amendments or addenda information or other project notifications sent to you.

Prospective proposers are encouraged to submit substantive questions, comments, and concerns in writing. Written question received no later than March 10, 2025 by 10:00 A.M. EST will be answered beginning on March 13, 2025 at 3:00 P.M. in writing and distributed via addendum to those listed on the RFP distribution list. Questions should be addressed to of Gregory Czyzyk, Manager of Special Projects and Lackawanna Transit Center, COLTS at 800 North South Road, Scranton, PA 18504. E-mailed questions will be considered as written; however, no telephone solicitations will be honored.

1.3 Proposal Format

1.3.1 Minimum Requirements – Proposal

COLTS desires to contract with a Qualified Service Provider to provide security services and personnel for the Lackawanna Transit Center. It is expected that if an award is made, it will be made for years being April 1, 2025 through March 31, 2028. COLTS reserves the right to reject any and all proposals received as a result of this request, or to negotiate separately with competing proposers. At a minimum, each proposal should contain the elements listed below and organized in the fashion and in the order listed. The proposal shall be a comprehensive, accurate and effective presentation. The County of Lackawanna Transit System will not be responsible for expenses incurred in preparing and submitting the proposal. Such costs should not be included in the proposal.

- Cover: RFP Project title and proposer's name
- Letter of Transmittal: Each proposer shall provide a letter of transmittal signed by an authorize representative of the firm and address to Gregory Czyzyk, Manager of Special Projects and Lackawanna Transit Center, and include the following:
 - Identification of the proposing firm, including name, address, e-mail, and telephone number.
 - Identification of a designated contact, with name, title, telephone number, address, and e-mail, who is authorized to address issues and negotiate with COLTS on the proposer's behalf in connection with this RFP, the project, and the Agreement (including price), and to bind the proposer on all matters relating to the RFP and the Agreement.
 - A statement that the proposal, including price, shall remain valid for a period of not less than 90 days from the proposal due date.
 - A statement and acknowledgment by the proposer that the proposal constitutes a binding offer to supply services in accordance with the terms of the RFP and the Agreement, and that the proposer agrees to provide all the services on these terms if selected by COLTS.
 - A statement and acknowledgement by the proposer that it understands and will comply with all applicable federal, state, and local laws, regulations, and requirements.
- Official Proposal Form – See Appendix A
- Proposal: The proposal shall be a comprehensive, accurate and effective presentation. Five (5) copies should be submitted. The proposal shall be submitted on 8 ½" X 11" paper with foldouts as required. No more than 30 sheets (60 pages) should be contained in the proposal and printing on both sides of the pages will be permitted.
- Section 1 – Firm Profile – The proposal shall provide evidence of good standing and authorized execution, including evidence that it is in good standing in the state of its incorporation/organization and that it is qualified to do business in the State of Pennsylvania. The proposal shall also include any license number of the proposer.

The proposer shall provide a listing of three (3) public or non-profit entities for which the proposer has provided service since 2020 including the following:

- The particular services rendered.
- Services provided and satisfaction.
- Workforce size for the project.
- Current status of the proposer's involvement in those services, (i.e., ongoing, contract expired, etc.).

This listing should include each entity's name, address, and current contact persons with e-mail addresses and telephone numbers. COLTS may contact any entity/person listed for use as a reference, and may obtain statistical information regarding a proposer's past performance for purposes of the evaluation process. All references must be government or non-profit. COLTS cannot serve as a reference.

Within this section the proposer shall provide a copy of its audited financial statements for the last two years. The financial statements must set forth the financial status of the entity or business unit that will actually perform the services under this RFP.

- Section 2 – Key Personnel and Management – This section should provide an explanation of the proposer’s management structure, key personnel for this service, an organizational chart, and a narrative including this following:
 - An identification of the proposer’s General Manager and other key personnel, including a description of their qualifications.
 - An explanation of the proposer’s management team for this project and the relationship to the proposer’s overall corporate structure.
 - A description of the proposer’s management team’s experience working together on similar work.

- Section 3 – Management Approach – This section should include a statement explaining and documenting the proposer’s ability to perform the scope of work set forth in this RFP, including the following:
 - The proposer’s operations capabilities.
 - The proposer’s methods and resources to perform the services described in this RFP.
 - The proposer’s experience in time proven as well management techniques, including use of any performance monitoring and software, for effective security.

This section should also include a plan for reporting operating and management data to COLTS on a regular basis (Determined by COLTS), including an identification of appropriate data, level of detail, and frequency of reporting.

- Section 4 – Safety and Security program – this section should provide a safety and security program that complies with all applicable regulation of the Federal Department of Transportation and any other applicable federal, state, or local safety/security laws, regulations, rules, codes, or orders. This program should also specifically address the safety of employees and equipment, and will include the following:
 - A plan for operational safety, traffic safety, accident reduction and prevention, accident remediation, crime prevention, safety for all employees.
 - A detailed description of the proposed accident investigation process, accident notification communication process, customer injury claim process, and follow-up process.

- Section 5 – Insurance Certificates
Prior to the start of the contract, COLTS shall be provided with Certificates of Insurance which contain the following information:
 - Insurance limits
 - Workers’ Compensation Insurance
 - Insurance in accordance with the laws of the Commonwealth of Pennsylvania. Employer’s liability with a minimum of \$1,000,000 per occurrence.
 - Automobile Liability Insurance
 - \$2,000,000 combined single limit per occurrence (Insurance Code 1 –any vehicle)
 - \$5,000 personal injury protection limit per person
 - COLTS is named as Additional Insured

The County of Lackawanna Transit System (COLTS) has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. COLTS has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, COLTS has signed an assurance that it will comply with 49 CFR Part 26. It is the policy of COLTS to ensure that DBEs as defined in part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also our policy:

1. To ensure nondiscrimination in the award and administration of DOT-assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
3. To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. To help remove barriers to the participation of DBEs in DOT-assisted contracts;
6. To assist the development of firms that can compete successfully in the market place outside the DBE Program.

The Executive Director has been delegated as the DBE Liaison Officer. In that capacity, the Executive Director is responsible for implementing all aspects of the DBE Program. Implementation of the DBE Program is accorded the same priority as compliance with all other legal obligations incurred by COLTS in its financial assistance agreements with the Department of Transportation.

COLTS has disseminated this policy statement to the Board of Directors and all of the components of our organization. We have distributed this statement to DBE and non-DBE business communities that perform work for us on DOT-assisted contracts. COLTS' policy statement will appear in local and transit-oriented publications once a year and will be included in all Requests for Proposals and Invitations for Bids.

1.5 CONTRACT

1.5.1 Award of contract:

COLTS anticipates award of contract(s) at its Board meeting on March 26, 2025.

1.5.2 Contract Type

COLTS will enter into a firm, fixed fee contract with the selected vendor.

1.5.3 Time for Completion

The contract will commence on April 1, 2025 and end on March 31, 2028. Monthly invoices must be submitted by the 7th of the following month.

1.6 Evaluation Methodology

1.6.1 Evaluation Criteria

COLTS’ staff will screen all proposals received for completeness and eligibility. An evaluation committee will be established to review, score, and rank the proposals. All proposals will be reviewed, scored, and ranked to ensure that they are responsive to the eligibility criteria contained in this Request for Proposal. The final score for each proposal, and corresponding ranking, will be determined as the average of the scores of all members of the evaluation committee.

Proposals for this project shall be evaluated by a committee using the following rank-ordered criteria with their respective weights:

- **Operations Capability – 20%.** COLTS will evaluate the Proposer’s operations capability, approach, and plans:
 - The overall quality of the Proposer’s Operating Plan as required.
 - The quality and completeness of the Proposer’s Safety and Security Program as required.
- **Key Personnel, Management Approach, and Training Program – 20%.** COLTS will evaluate the Proposer’s personnel related elements:
 - The overall qualifications, experience, and credentials of Key Personnel as required.
 - The overall quality of the Proposer’s operations, capabilities, methods, and resources to perform the service including reporting requirements as required.
 - The quality and completeness of the Proposer’s Training Program as required.
- **Project Experience and References – 20%.** COLTS will evaluate the Proposer’s experience in providing operations services as required:
 - Demonstrated experience.
 - Proposer’s past performance through contact with supplied references.
 - The extent of the Proposer’s financial strength and resources.
- **Price Proposal – 40%.** COLTS will score the Price Proposal based on the total contract price proposed which is the sum of the annual prices for three years. The Proposer with the lowest total price will receive the maximum score. The other Proposers will receive their score based on a ratio of their price to the lowest price.

1.6.2 Evaluation Committee

COLTS shall form an Evaluation Committee for this solicitation. Proposers shall not contact any member of the Evaluation Committee during this procurement other than the contact names specified in the RFP.

1.7 Proposal Summary

1.7.1 Procurement Schedule (Tentative)

Advertising Proposals	February 18, 2025
Conduct Pre-Proposal Conference	March 13, 2025, 3:00 P.M. EST
Facility Inspection	By Appointment
Final Date for Questions (must be written)	March 10, 2025 by 10:00 A.M. EST
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<i>COLTS may unilaterally change this schedule by written notice</i>	

2.1 Scope of Work

2.1.1 General Scope of Work

COLTS is conducting this procurement to select a contractor to provide security services at the Lackawanna Transit Center - and other COLTS properties as necessary.

2.2 Service Description

- To provide security services at the Lackawanna Transit Center as well as the Administration building when necessary.

2.3 Service Operations

- State Licensing: Compliance with Pennsylvania requirements for private security agencies, including Act 235 (Lethal Weapons Training Act) certification for armed officers, if applicable.
- Regulatory Knowledge: Understanding of Pennsylvania’s trespassing, vagrancy, and public nuisance laws, particularly for handling homeless encampments and unauthorized vehicles.
- Specialized Training: Staff certified in CPR, First Aid, de-escalation techniques, and conflict resolution.
- Relevant Experience: Experience providing similar services
- 24/7 Availability: Offers round-the-clock coverage for last-minute needs, including nights and weekends.
- Rapid Emergency Response: Proven ability to deploy personnel quickly in emergencies.
- Advanced Technology: Use of incident reporting software, GPS-enabled patrol systems, and real-time communication tools to ensure accountability and transparency.
- Local Presence: A Pennsylvania-based team or regional office to facilitate rapid deployment and familiarity with local communities.
- Strong Client Relationships: Focus on understanding client-specific needs, ensuring tailored service delivery for clients with similar scopes.
- Cultural Sensitivity: Training in handling interactions with diverse populations, especially when managing homeless encampments or trespassing situations.
- Effective Reporting: Ability to provide detailed incident reports, daily activity logs, and regular security updates to clients.

- **Thorough Vetting:** Background checks and drug screening for all personnel, adhering to Pennsylvania state guidelines.
- **Qualified Supervisors:** Availability of Field Supervisors and Site Supervisors to ensure quality control and seamless communication.
- **High Quality Officers:** Ability to provide high quality officers with law enforcement, corrections, and or military experience.
- **Knowledge of Local Ordinances:** Familiarity with Pennsylvania-specific and local regulations for property security, fire safety, and emergency protocols.
- **Scalability:** Ability to increase staff or adjust services based on client demands, whether for short-term events or long-term contracts.
- **Local References:** Positive testimonials from Pennsylvania-based clients, showcasing a strong reputation within the region.
- **Insurance & Liability:** Adequate insurance coverage, including general liability and workers' compensation, as required.
- The Contractor shall be at a minimum ISO 9001/2008 Certified
- The contractor shall utilize DHS E-Verify systems to keep with prescribed DHS standards for a Critical Infrastructure and Key Resources (CI/KR) site under the National Infrastructure Protection Plan (NIPP) guidelines and provide documentation of this anytime upon request.

2.3.2 Holidays

Services shall not be operated on the major holidays designated by COLTS, which are currently New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. COLTS reserves the right to amend the holiday and modify the holiday schedule during the course of the contract.

2.4 Personnel

2.4.1 Management

The successful Proposer will have a designated project manager and point-of-contact for the operation. Personnel hired for positions will undergo and pass drug and alcohol testing and have completed criminal background checks. With just cause, COLTS reserves the right to require the removal of any Proposer employee from the provision of COLTS' routes.

2.5 Reports

2.5.1 Reporting

The successful Proposer will provide all project records as requested by COLTS in approved formats in any relationship to operations, or administrative actions associated with providing COLTS services. The successful Proposer will permit authorized representatives of COLTS to examine all data and records

related to the project upon request by COLTS or according to the scheduled reporting periods. All project records prepared by the successful Proposer will be owned by COLTS and be made available to COLTS at no additional charge. All records will be available for at least three (3) years following final payment.

2.5.2 Financial Records

The successful Proposer shall keep a log that contains investigative actions and resolutions to each complaint. COLTS reserves the right to review the log.

2.6 Insurance Requirements

At a minimum, the successful Proposer must have the following insurance requirement:

- Workers' Compensation Insurance
 - Insurance in accordance with the laws of the Commonwealth of Pennsylvania. Employer's liability with a minimum of \$1,000,000 per occurrence.
- Automobile Liability Insurance
 - \$2,000,000 combined single limit per occurrence (Insurance Code 1 –any vehicle)
 - \$5,000 personal injury protection limit per person.
 - COLTS is named as Additional Insured.
- General Liability
 - \$2,000,000 per occurrence. Annual aggregate limit, if any, must be at least \$3,000,000 with at least \$2,000,000 applying exclusively to this contract.
 - These limits can be any combination of insurance such as primary \$1,000,000 combined single limit per occurrence with \$2,000,000 specific job aggregate limit plus \$1,000,000 umbrella limit. Contractor agrees that if \$1,000,000 or more of the primary aggregate limit is exhausted by paid and/or reserve claim(s) and/or any event(s) reasonably likely to be a claim(s), successful proposer will purchase insurance to fully replenish the aggregate unless the aggregate is so diminished after insurance policy expiration.
 - COLTS is named as Additional Insured.
- Policy form on "Occurrence" basis.
- Insurance company with A.M. Best's rating of A- or higher and VI or higher.
- Insurance company must provide COLTS' Director of Finance with at least thirty (30) days' notice of cancellation or material change.
- No cross-liability exclusion.
- Certificate of Insurance must not include a Matter of Information Only limitation.

APPENDIX A – OFFICIAL PROPOSAL FORM

A. Proposer Information
Name of Organization or Agency:
Type of Organization: <input type="checkbox"/> Non-profit; <input type="checkbox"/> Private; <input type="checkbox"/> State/local government
If Private specify type: <input type="checkbox"/> sole proprietor; <input type="checkbox"/> -Corp; <input type="checkbox"/> corporation; <input type="checkbox"/> LC
Data Universal Numbering System (DUNS) No:
Address:
City/State/Zip:
Contact Person (Name and Title):
Email of Contact Person:
Phone:
Average number of employees over the past 12 month:
Average annual receipts over the past 3 years:
B. Certification

Authorized Official of Firm

Title of Authorized Official

Date

APPENDIX B – REQUIRED FORMS AND CERTIFICATIONS

THE FOLLOWING PROVISIONS ARE INCLUDED IN ALL FTA-FUNDED SMALL PURCHASE PROCUREMENTS AND ABOVE (WITH APPLICABLE DOLLAR THRESHOLD NOTED):

NO GOVERNMENT OBLIGATIONS TO THIRD PARTIES:

COLTS, 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 of the 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 [COLTS], Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

PROGRAM FRAUD AND FRAUDULENT STATEMENTS:

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 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 this 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 or its subcontractors to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA to COLTS under 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.

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.

FRAUD, WASTE, ABUSE OR OTHER LEGAL MATTERS NOTIFICATION TO FTA AND U.S. DOT INSPECTOR GENERAL:

If a current or prospective legal matter that may affect the Federal Government emerges, the Contractor must promptly notify the FTA Chief Counsel and the FTA Region III Counsel. The Contractor must include a similar notification requirement in its subcontract agreements at every tier for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

- (a) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- (b) Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.
- (c) Additional Notice to U.S. DOT Inspector General. The Contractor must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or the FTA Region Counsel, if the Contractor has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between COLTS, and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Contractor of COLTS. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Contractor. In this paragraph, “promptly” means to refer information without delay and without change. This notification provision applies to all divisions of the Contractor, including divisions tasked with law enforcement or investigatory functions.

AUDIT AND INSPECTION OF BOOKS AND RECORDS

Audit and Inspection. The Contractor shall permit the authorized representatives of COLTS, U.S. Department of Transportation, the Pennsylvania Department of Transportation and the Comptroller General of the United States to inspect and audit all data and records of the Contract or relating to its performance and its subcontracts under this Contract from the date of the Contract and for three (3) years after completion or termination of the Contract.

Record Retention. The Contractor further agrees to include in all their subcontracts hereunder a provision to the effect that the subcontractor agrees that COLTS, the U.S. Department of Transportation, the Pennsylvania Department of Transportation and the Comptroller General of the United States or any of their duly authorized representatives shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and records of each Subcontractor, involving transactions related to the Subcontractor. The term "Subcontractor" as used in this clause excludes: (1) Purchase Orders not exceeding \$10,000; and (2) subcontracts or Purchase Orders for public utility services at rates established for uniform applicability to the general public.

NOTICE OF FEDERAL REQUIREMENTS: The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed herein, as they may be amended or promulgated from time to time during the term of this contract, unless the Federal Government determines otherwise. The Contractor's failure to so comply shall constitute a material breach of this contract. 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 COLTS requests which would cause COLTS to be in violation of the FTA terms and conditions.

EQUAL EMPLOYMENT OPPORTUNITY: 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 and its subcontractors agree to comply with all applicable equal employment opportunity requirements in the U.S. Department of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq. and any implementing requirements the FTA may issue, including the Equal Employment Requirements for Construction Activities. The Contractor and its subcontractors agree that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity or national origin. The Contractor and its subcontractors shall take affirmative action to ensure that applicants are employed, and the employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off 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.

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964: During the performance of this contract, the Contractor and its subcontractors shall comply with all requirements prohibiting discrimination against any employee or applicant for employment on the basis of race, color, creed, sex, age, disability or national origin in accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. ¶ 2000d; Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. ¶¶ 1681-1683, 1685-88, with implementing U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. Part 25; Section 303 of the Age Discrimination Act of 1975, as amended,

42 U.S.C. ¶ 6102; 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; Section 202 of the American With Disabilities Act of 1990, 42 U.S.C. ¶ 12132; Federal transit law at 49 U.S.C. ¶ 5332; and U.S. DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act,” 49, C.F.R. Part 21, and any implementing requirements FTA may issue.

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

COLTS, solicits and encourages participation by Disadvantaged Business Enterprises. DBEs shall be afforded full consideration of their response and will not be subject to discrimination.

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

COLTS, solicits and encourages participation by Disadvantaged Business Enterprises. DBEs shall be afforded full consideration of their response and will not be subject to discrimination.

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

COLTS, solicits and encourages participation by Disadvantaged Business Enterprises. DBEs shall be afforded full consideration of their response and will not be subject to discrimination.

For this contract, COLTS, has established a DBE goal of 1.2% of the total project cost. Consequently, COLTS, will award the contract only to a Contractor who makes good faith efforts to meet the DBE goal. A Contractor can demonstrate that it has made good faith efforts by meeting the DBE goal or documenting its good faith efforts as described in 49 CFR Part 26.53 and in 49 CFR Part 26, Appendix A. The Contractor shall submit Certificate 5-2, "Disadvantaged Business Enterprise Certification", with its bid or proposal, the information requested on Certificate 5-2 as applicable and/or documentation of its good faith efforts as applicable. Certificate 5-3, "Affidavit of Disadvantaged Business Enterprise", shall be completed by a DBE eligible contractor or subcontractor(s) to certify to its eligibility. The completed Certificate 5-3 shall be submitted with the Contractor's bid or proposal.

FTA TERMS AND DEFINITIONS: All applicable contractual provisions required by the FTA, including definitions and terminology as set forth in FTA Circular C.4220.1F (March 18, 2013), or its successor and the current FTA Master Agreement as presented on the FTA website shall be incorporated into the contract by reference.

ENERGY CONSERVATION REQUIREMENTS: Contractor agrees to recognize and comply with the mandatory standards and policies relating to energy efficiency that are contained in the Pennsylvania State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. ¶ 6321 et seq.

ENVIRONMENTAL PROTECTION: The Contractor and its subcontractors agree to comply with all applicable requirements and implementing regulations of the National Environmental Policy Act of 1969, as amended, (NEPA) 42 U.S.C. §§ 4321 through 4335 (as restricted by 42 U.S.C. § 5159, if applicable), Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," 42 U.S.C. § 4321 note; FTA statutory requirements on environmental matters at 49 U.S.C. § 5324(b).; U.S. Council on Environmental Quality regulations on compliance with NEPA, 40 C.F.R. Parts 1500 through 1508; joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622; and other applicable Federal environmental protection regulations that may be promulgated at a later date.

MITIGATION OF ADVERSE ENVIRONMENTAL EFFECTS: Should the Project cause or result in adverse environmental effects, the Contractor agrees to assist COLTS, in taking all reasonable measures to minimize those adverse effects as required by 49 U.S.C. ¶ 5324(b), and other applicable Federal laws and regulations.

PROHIBITED INTEREST: No member, officer, or employee of [COLTS], during their tenure or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds therefrom. [COLTS]'s officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements.

INTEREST OF MEMBERS OR DELEGATES TO CONGRESS: No member 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 therefrom.

SEAT BELT USE. Pursuant to Executive Order No. 13043, April 16, 1997, 23 U.S.C. ¶ 402 (62 Fed. Reg. 19217), the Contractor and its subcontractors shall adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally-operated vehicles.

PROTECTION OF SENSITIVE SECURITY INFORMATION. The Contractor shall protect, and take measures to ensure its subcontractors at each tier protect, “sensitive security information” made available during the administration of a third party contract or subcontract to ensure compliance with 49 U.S.C. Section 40119(b) and implementing DOT regulations, “Protection of Sensitive Security Information,” 49 CFR Part 15, and with 49 U.S.C. Section 114(s) and implementing Department of Homeland Security regulations, “Protection of Sensitive Security Information,” 49 CFR Part 1520. In accordance with 49 U.S.C. Section 40119(b)(1), “sensitive security information” is information obtained or developed in the conduct of security activities, including research and development. The information, and records containing such information, that constitute “sensitive security information” is further defined in 49 CFR Part 15.5.

TRAFFICKING IN PERSONS. The Contractor, its subcontractors and the employees of the Contractor and its subcontractors that are participating in the Project that is the subject of this Contract and during the period this Contract is in effect may not engage in severe forms of trafficking in persons, procure a commercial sex act or use forced labor in the performance of the Contract. COLTS, may unilaterally terminate the Contract for the Project, without penalty to [RECIPIENT], if the Contractor, its subcontractors and the employees of the Contractor and its subcontractors are determined to have violated this prohibition. This provision implements the requirements of subsection 106(g) of the Trafficking Victims Protection Act of 2000, as amended, 22 U.S.C. ¶ 7104(g) and U.S. OMB guidance, “Award Term for Trafficking in Persons,” 2 C.F.R. Part 175.

TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C.A. § 402 note (74 Fed. Reg. 51225); DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009; and U.S. DOT Special Provision pertaining to Distracted Driving, the Contractor is encouraged to comply with the terms of the following Special Provision.

a. Definitions. As used in this Special Provision:

- (1) "Driving" means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. "Driving" does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.
- (2) "Text Messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law.

b. Safety. The Contractor is encouraged to:

- (1) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving-
 - (a) Contractor-owned or Contractor-rented vehicles or Government-owned, leased or rented vehicles; or
 - (b) Privately-owned vehicles when on official Project related business or when performing any work for or on behalf of the Project; or
 - (c) Any vehicle, on or off duty, and using an employer supplied electronic device.
- (2) Conduct workplace safety initiatives in a manner commensurate with the Contractor's size, such as:
 - (a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - (b) Education, awareness, and other outreach to employees about the safety risks

associated with texting while driving.
- (3) Include this Special Provision in its sub-agreements with its subcontractors and also encourage its subcontractors to comply with the terms of this Special Provision, and include this Special Provision in any sub-agreement they entered into for the Project.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

In accordance with Public Law 115-232, the Contractor shall not supply telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) shall also not be supplied.

TERMINATION:

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

- B. Termination for Cause: If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, COLTS, may terminate this contract for cause. Termination shall be affected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by COLTS, that the Contractor had an excusable reason for not performing, such as strike, fire, flood, acts of terrorism or events which are not the fault of or are beyond the control of the Contractor, [RECIPIENT], after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

- C. Opportunity to Cure. COLTS, in its sole discretion may, in the case of a termination for cause allow the Contractor a reasonably short period of time in which to cure the defect. In

such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If the Contractor fails to remedy to COLTS satisfaction the breach or default or any of the terms, covenants or conditions of the Contract during the period given to cure the defect, COLTS, shall have the right to terminate the Contract without any further obligation to the Contractor. Any such termination for cause shall not in any way operate to preclude COLTS, from also pursuing all available remedies against the Contractor and its sureties for said breach or default.

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

PROTEST AND APPEAL PROCEDURES: COLTS, has Protest Procedures that are in compliance with 2 CFR Part 200.318(k) and applicable FTA guidelines. [RECIPIENT]'s Protest Procedures are described in the solicitation documents provided for this procurement.

DEBARRED AND SUSPENDED BIDDERS: The Contractor agrees to comply and assures the compliance of its subcontractors or a participant at any tier of the Project, with 2 CFR, Part 180, Subpart C, as adopted and supplemented by U.S. DOT regulations at 2 CFR Part 1200. The Contractor, and its applicable sub-contractors, shall not be debarred or suspended except as authorized by U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR Part 1200; U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180, including any amendments thereto; and Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.D. 6101 note; or other applicable Federal laws, regulations or guidance regarding participation with debarred or suspended third party firms. The Contractor agrees to, and assures that its subcontractors for any lower tier participant will, search the entity records on the System for Award Management (www.sam.gov) before entering into any contractual arrangement in connection with this Project. For any contract and subcontract exceeding \$25,000, the contractor and subcontractor shall submit a debarment and suspension certificate or an explanation as to why the signed certification cannot be provided. (See Certificate 6)

The certification is a material representation of fact upon which reliance was placed when the transaction was entered into. If it is later determined that the contractor or subcontractors knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, COLTS, may pursue available remedies, including suspension and/or debarment. The contractor or subcontractors shall provide immediate written notice to COLTS, if at any time the contractor or subcontractors learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

RESOLUTION OF DISPUTES:

- A. 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 Project Manager of COLTS]. 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 COLTS, Executive Director. 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 COLTS, Executive Director shall be binding upon the Contractor and the Contractor shall abide by the decision.
- B. Performance During Dispute - Unless otherwise directed by COLTS, Contractor shall continue performance under this Contract while matters in dispute are being resolved.
- C. 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 any of his employees, agents or others for those acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.
- D. Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between COLTS, 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 Commonwealth of Pennsylvania.
- E. 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 COLTS, or its representative 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: Section 1352 of Title 31, U.S. Code provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress or a member or employee of a State legislature in connection with any of the following

covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. The Contractor and its subcontractors shall certify that no federal appropriated funds have been expended for the lobbying activities described in Section 1352 of Title 31, U.S. Code. The Contractor and its subcontractors 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 the covered Federal actions as described by 31 U.S.C. 1352.

CLEAN AIR REQUIREMENTS: For all contracts and subcontracts in excess of \$150,000, the Contractor and its subcontractors agree 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 and its subcontractors agree to report the use of facilities placed or likely to be placed on EPA's "List of Violating Facilities", refrain from using violating facilities and report each violation to COLTS, and COLTS, will, in turn, report each violation as required resulting from any project implementation activity of a contractor or itself to FTA and appropriate U.S. EPA Regional Office as provided in Section 114 of the Clean Air Act, as amended, 42 U.S.C. ¶ 7414, and other applicable provisions of the Clean Air Act, as amended, 42 U.S.C. ¶¶ 7401 *et seq.*

CLEAN WATER REQUIREMENTS: For all contracts and subcontracts in excess of \$150,000, the Contractor and its subcontractors agree 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 and its subcontractors agree to report the use of facilities placed or likely to be placed on EPA's "List of Violating Facilities", refrain from using violating facilities and report each violation to COLTS, and COLTS, will, in turn, report each violation as required resulting from any project implementation activity of a contractor or itself to FTA and appropriate U.S. EPA Regional Office as provided for in Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. ¶ 7414, and other applicable provisions of the Clean Air Act, as amended, 42 U.S.C. ¶¶ 7401 *et seq.*

NOTICE OF FEDERAL PARTICIPATION: The Contractor agrees to specify the amount of federal assistance in any subcontract having an aggregate value of \$500,000 or more for goods and services, including construction services, and to express the amount of federal assistance as a percentage of the total cost of that subcontract.

DISCRIMINATION ON THE BASIS OF DISABILITY: The Contractor agrees to comply with all applicable requirements of the following federal laws and federal regulations pertaining to discrimination against seniors or individuals with disabilities. The federal laws include American with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 *et seq.*; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination; and the Architectural Barriers Act of 1968, as amended, 42 U.S.C. ¶¶ 4151 *et seq.*

The federal regulations include:

- (A) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- (B) U.S. DOT regulation, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- (C) U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. Part 39.
- (D) Joint U.S. Architectural and Transportation Barriers Compliance Board/U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- (E) U.S. Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (F) DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. part 26;
- (G) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the American with Disabilities Act," 29 C.F.R. Part 1630;
- (H) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F;
- (I) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 CFR Part 1194; and
- (J) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609.

CARGO PREFERENCE: The Contractor and its subcontractors agree: a) to use privately owned United States-Flag Commercial Vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract to the extent such vessels are available at fair and reasonable rates for United States-Flag Commercial Vessels; b) to furnish within twenty (20) working days following the date of loading for shipments originating within the United States or within thirty (30) working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington DC 20590- and to the COLTS; and c) to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

LIQUIDATED DAMAGES: Liquidated Damages in the amount of \$50 dollars (\$ 50) per calendar day will be assessed against the responsible Contractor for each day after the scheduled completion date the Project is not completed as specified in the contract documents. The

Liquidated Damages shall be assessed because the Contractor's failure to perform its specified scope of work will result in added costs or a loss of revenue to COLTS. The Contractor shall not be liable if performance failures arise out of causes beyond its control and without the fault or negligence of the Contractor.

ASSIGNABILITY CLAUSE. A public agency shall have the option of participating in any award made for the purchase of goods and services (hereinafter including vehicles), as a result of this solicitation at the same prices, terms and conditions. COLTS, reserves the right to assign all or any portion of the goods and services awarded under this contract including option quantities. This assignment, should it occur, shall be agreed to by COLTS, and the Contractor. Once assigned, the public agency will enter into its own contract and be solely responsible to the Contractor for obligations related to the goods and services assigned. COLTS, right of assignment will remain in force over the contract term as defined in the contract or until completion of the contract to include options, whichever occurs first. COLTS, shall incur no financial responsibility in connection with the contract issued by the public agency. The public agency shall accept sole responsibility for placing orders or making payments to the Contractor.

Authorized Official

Date