

## **REQUEST FOR PROPOSALS**

### **TIRE LEASE PROGRAM**

The County of Lackawanna Transit System (COLTS), the public transportation provider in Scranton and Lackawanna County, is requesting proposals from qualified suppliers to furnish COLTS with tires for use on its fleet of transit buses. The tires shall be provided in sufficient quantities to keep all buses fully equipped and to provide a reserve supply to be mounted on rims and kept at COLTS' garage, 800 North South Road, Scranton, PA 18504, for use in case of emergency. It is COLTS' intent to award a five-year agreement beginning on July 1, 2025 and ending on June 30, 2030.

All proposals and related documents will be subject to the financial assistance contract between the Federal Transit Administration (FTA), the Pennsylvania Department of Transportation (PennDOT), and Lackawanna County. 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.

Copies of the RFP package can be requested by e-mail to [gczyzyk@coltsbus.com](mailto:gczyzyk@coltsbus.com) or by telephone 570.346.2061 Ext 1201. All questions regarding the RFP are to be directed to Greg Czyzyk, either in writing to the address below or by e-mail to the address above.

Three (3) copies of the proposal must be submitted in the format outlined and marked "Tire Lease Program." Completed proposals are due at the offices of COLTS no later than noon (12:00 P.M. EST) on Friday, June 13, 2025. Proposals should be addressed to:

Greg Czyzyk  
Special Project Coordinator  
County of Lackawanna Transit System  
800 North South Road  
Scranton, PA 18504

Proposals received later than noon (12:00 P.M. EST) on Friday, June 13, 2025, shall be rejected. The County of Lackawanna Transit System reserves the right to reject any and all proposals.

## **1.1 Submission Instructions**

### **1.1.1 Quantity**

The proposer shall submit three (3) copies of its proposal along with three (3) copies of its cost proposal. Any attachments or backup material will only require a single copy.

### **1.1.2 Due Date**

In order to be considered, proposals must be received at the offices of COLTS by noon (12:00 P.M. EST) on Friday, June 13, 2025. 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 "Tire Lease Program" and delivered to:

Greg Czyzyk  
County of Lackawanna Transit System  
800 North South Road  
Scranton, PA 18504

### **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**

Appendix A of this solicitation contains 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 Errors and Omissions**

The supplier will not be allowed to take advantage of any errors or omissions in the specifications contained in this RFP. Full instructions to correct errors or omissions will be given to the supplier should they be called to the attention of COLTS.

#### **1.1.6 Availability of Electronic Version of this Document**

The Request for Proposals and all related forms contained herein are available electronically in Word and Excel formats. Interested parties who desire an electronic copy of this document should contact Greg Czyzyk (gczyzyk@coltsbus.com). A PDF version will also be available at [www.coltsbus.com](http://www.coltsbus.com). 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.

### **1.2 Questions Concerning the Project**

#### **1.2.1 Verbal and Written Questions**

Prospective proposers are encouraged to submit substantive questions, comments, and concerns in writing. Written questions must be received no later than 3:00 P.M. EST on June 6, 2025 and will be answered in writing and distributed via addendum to all listed on the RFP distribution list. Questions should be addressed to Greg Czyzyk of COLTS at 800 North South Road, Scranton, PA 18504. E-mailed questions to Greg Czyzyk will be considered as written; however, no telephone solicitations will be honored.

### **1.3 Specifications**

#### **1.3.1 General**

The supplier will furnish COLTS tires for use on its buses under the terms and conditions set forth in these specifications. COLTS agrees to use exclusively tires furnished by the supplier on 35-foot buses owned and operated by COLTS. It is to be understood that the tires to be furnished will be radial ply tubeless-type tires. The sizes of the tires to be supplied shall be B315/80R22.5, Load L. COLTS has no intention to use regrooved or recapped tires.

The number of tires to be furnished pursuant to the agreement shall be sufficient to keep all buses fully equipped and to provide a reserve supply to be mounted on rims and kept in COLTS' garage for use in case of an emergency. Buses operating under this agreement shall be equipped with the sizes and types of rims of sufficient strength to permit inflation necessary for the load-carrying capacity required, and spaced to conform to the approved standards of the Tire and Rim Association of America, Inc. The chosen manufacturer will supply all tire equipment, tire change machine, safety cage, jet ring, valves, caps, and stems.

Should COLTS decide to replace the current type tires with those of another design or construction type or should buses be procured during this contract require tires of another size or type, rate adjustments will be mutually agreed upon with the lessor.

#### **1.3.2 Previous Tire Run-out**

COLTS has executed a tire run-out option with its present lessor. Under said options, COLTS will continue to use tires in its possession on June 30, 2025, and until such time as those tires are rendered unfit for further service.

#### **1.3.3 Tire Testing**

COLTS shall have the privilege of installing tires of other makes or design for test purposes at any time of the contract. Testing of tires will be limited to 5% of total tires in service not to include spare stock.

#### **1.3.4 Title to Tires**

Title to tires furnished shall remain at all times with the supplier, and upon purchase by COLTS shall continue to remain in the supplier's name until they have received full payment of all sums owed to it by COLTS under the terms of the signed contract.

#### **1.3.5 Delivery Location and Times**

COLTS will accept deliveries Monday through Friday, excluding holidays, between the hours of 8am and 5pm (EST). Other delivery arrangements may be made to address special circumstances, on an individual delivery basis. All deliveries are to be made to COLTS' Administrative and Maintenance Facility located at 800 North South Road, Scranton, PA 18504. Delivery is at the supplier's expense.

At COLTS' 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 COLTS' request.

#### **1.3.6 Rejection of Materials**

Failure of any of the materials or of a sample thereof, to satisfactorily meet inspection will be cause for rejection of the material furnished.

#### **1.3.7 Service**

COLTS agrees to install on, remove from, and remount on rims or wheels, tires furnished, and to perform all other tire service, including regrooving and repair of flat tires, as required to keep them in proper operating condition. Supplier will provide necessary repair materials, valves and hardware. COLTS will install and maintain in its garage suitable facilities for the inflation of tires and will keep said tires inflated to conform to the approved standards of the Tire and Rim Association of America, Inc. COLTS will determine at all times when tires are to be removed from vehicles. Supplier shall have the right to make the determination as to the fitness for return to

service of a particular tire or tires provided. However, COLTS shall not be obligated to use tires which, because of their condition, interfere unreasonably with the use and operation of the buses. All tires determined by the supplier to be permanently unfit for further service shall be returned to the supplier promptly by COLTS.

If COLTS sells certain buses from its fleet, the tire supplier will allow the use of scrapped tires for the purposes of vehicle sale, or sell tires to COLTS at a price agreeable, based on remaining tread rubber, or prediction of residual mileage remaining, based on average tire mileage.

#### **1.3.8 Use, Care, and Storage of Tires**

COLTS agrees to provide a safe and suitable place for the storage of spare tires and tires unfit for further service so that such tires shall not be subject to damage by the elements. In addition, COLTS agrees to either keep each bus equipped with at least one properly inflated spare tire or provide adequate road service for its fleet.

#### **1.3.9 Run-out Clause**

Proposers shall provide a "Run-out Clause" of 36 months for the purpose of wearing out all remaining stock on property at the expiration of this agreement, which is non-renewable.

#### **1.3.10 Determination of Tire Value**

In determining the amount of any loss, the value of tires shall be determined by subtracting the number of 32nds left on the tire.

#### **1.3.11 Purchase Vehicles**

If, during the term of the contract, buses are purchased without tires, the supplier shall be notified thirty (30) days prior to delivery of new buses so that the supplier may specify and supply the size and type of tire to be placed on the buses. Supplier shall deliver to the continental U.S. bus manufacturer, the new tires required. Any tires lost, stolen, or damaged while in the possession of the bus manufacturer, dealer, or seller, or while the bus is being delivered, shall be paid for by the supplier. If any OE buses equipped with leased tires shall be driven overland instead of being shipped, lessee shall pay contractor the following month for use of such tires at the billing rate in effect.

A separate rate per tire mile for other buses which may be acquired by the lessee shall be determined in line with billing rate or rates then in effect, taking into consideration the weight of buses, carrying capacities, sizes and types of tires, and all other pertinent facts, and such additional billing rate shall be included in this agreement by a mutually-agreed amendment.

### **1.3.12 Modifications**

Any additional terms and conditions incorporated into the contract will be mutually-agreed upon by both parties. Any modifications to this contract must be in writing and duly signed by both parties.

### **1.3.13 Termination – Run-out Option (Federal Trade Commission Language)**

Upon receipt by CERTIFIED MAIL thirty (30) days prior to termination date of the contract, COLTS may exercise an option to continue leasing the supplier's tires for a thirty-six (36) month period based on the following conditions:

- A. The rental rate shall be the rate in effect during the twelve (12) month period immediately preceding the expiration date;
- B. COLTS shall continually use such tires, insofar as practicable, on its highest-mileage runs, until they are rendered permanently unfit for service;
- C. No additional tires, service, equipment or supplies are to be furnished by the supplier during such extension unless agreed to by both parties;
- D. Upon expiration of the agreement as so extended, operator shall pay for any mileage remaining thereon at the rental rate in effect immediately preceding the expiration date. The remaining mileage shall be prorated by determining the percentage of tread rubber remaining, multiplied by the Base Average Mileage, times the applicable current billing rate per tire mile. Any payment for tires and tubes required to be purchased by operator under this paragraph shall be made within thirty (30) days after the date of the invoice covering the purchase thereof. COLTS will acquire each such used tire as is, and supplier makes no warranties as to the condition or fitness for continued use of such tires.

In lieu of the above run-out option, COLTS will purchase any mileage remaining thereon at the rental rate in effect immediately preceding the expiration date at the terms specified in paragraph D above.

### **1.3.14 Minimum Requirements – Proposal**

At a minimum, each proposal should contain the following elements organized in the following fashion using tabbed numbered separators.

- Cover: RFP Project title and proposer's name
- Letter of Transmittal: One original signed by an authorized officer of the proposer
- Table of Contents
- Proposal: The proposal shall be a comprehensive, accurate and effective presentation. Three (3) 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.

- **Tab 1 – Implementation Plan** – Proposers should fully describe the proposed implementation plan detailing ordering timetables and delivery turnaround, as well as service training needs.
- **Tab 2 – Quality Assurance Plan** – Proposers should describe in detail their management strategies for overall quality assurance for the duration of this contract. At a minimum, proposers should address:
  - **Project management and staffing** – Describe the proposed individuals and team approach used to successfully communicate with COLTS’ management staff throughout this project. If subcontracting is used for any part of the process, it should be identified here.
  - **Quality control** – Describe the steps and techniques employed by the proposer to ensure the integrity of the tires supplied.
- **Tab 3 – Experience** – Proposers should provide a corporate profile indicating their qualifications to provide the required components and support necessary to achieve COLTS’ goal for the project. Proposers must submit five (5) references in Pennsylvania or adjacent states on which they have supplied the same tire(s) being proposed, along with a project contact, address, telephone number, and e-mail address.
- **Tab 4 – Firm Financial Statement** – Proposers shall submit the Firm’s most recent financial statement covering the past three (3) years of operation, or the most recent audited annual report.
- **Tab 5 – Appendix Section** - The proposer must indicate its compliance with certain Federal and state executive orders, laws, statutes, and regulations to be considered for award:
  - Integrity Certification
  - Access to Records
  - Commonwealth of Pennsylvania Non-discrimination Clause
  - Receipt of Addenda (submit whether or not any addenda are issued)
  - No Federal Government Obligations to Third-Parties
  - Program Fraud and False or Fraudulent Statements Related Acts
  - Buy America
  - Federal Changes
  - Civil Rights (EEO, Title VI & ADA)

- DBE Certification
- Incorporation of FTA Terms
- Suspension and Debarment
- Lobbying
- Clean Air
- Clean Water
- Energy Conservation
- Non-Collusion Affidavit
- County of Lackawanna Transit System's Protest Procedure

### **1.3.15 Cost Proposal**

Cost proposals must be submitted in the format explained herein. Three (3) copies are required.

#### **1.3.15.1 Disclosure of Cost Information**

The information requested is required to support the reasonableness of the proposed cost and distribution of expenses and is for the review of the evaluation committee only. It will not be shared with other proposers or released to the general public except in the form of total contract value. The prices and rates for personnel, overhead and profit must be binding for the life of the contract if a Notice to Proceed is issued within ninety (90) days of submission. The Grand Total must be binding for this period and may become the "Not to Exceed" Amount issued with the Notice to Proceed. COLTS is exempt from all federal, state and local taxes and taxes shall not be included in the proposal price.

## **1.4 Disadvantaged Business Enterprise**

Please identify any participation in the project by a disadvantaged business enterprise. No goal has been placed on this project. A listing of all certified DBE firms in the Commonwealth of Pennsylvania can be viewed at [www.paucp.com](http://www.paucp.com).

## **1.5 Contract**

### **1.5.1 Award of Contract**

COLTS anticipates award of a contract at its regularly scheduled Board meeting on June 25, 2025. A Notice to Proceed is anticipated, following receipt of necessary documentation, such as insurance certificates from the selected vendor.

### **1.5.2 Contract Type**

COLTS will enter into a firm, fixed tire mileage rate for each tire type and for each contract year with the selected vendor.



### 1.5.3 Time for Completion

COLTS will negotiate with the highest ranked proposer to establish a five-year contract. The projected date of initiation is July 1, 2025 and shall continue through June 30, 2030.

## 1.6 Evaluation Methodology

### 1.6.1 Evaluation Criteria

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

- **Understanding of COLTS' Requirements – 10%.** This category includes the supplier's understanding of COLTS' operating environment, delivery requirements, inventory levels and storage capabilities, fleet composition, etc. In summary, the supplier must show an understanding of the nature and scope of the services to be supplied.
- **Supplier Qualifications – 15%.** This category includes the ability of the supplier to meet the terms of the RFP, especially the delivery constraints and the quality requirements. As part of this submission's requirements, the supplier shall provide a listing of five (5) current users in Pennsylvania or adjacent states. This listing shall be for comparable operating agencies which utilize the tire(s) being proposed. The listing shall identify an agency contact person and include up to date contact information.
- **Availability – 25%.** This category includes the supplier's ability to respond to COLTS' needs. This should include a specification regarding ordering timetables and delivery turnaround.
- **Professional Personnel – 25%.** This category includes the competence of the supplier's personnel who would be assigned to the job. This area is of particular importance in evaluating whether or not the Authority will achieve maximum usability and, therefore, reduce costs over the long run.
- **Cost – 25%.** This category includes factors such as costs that are comparative to the other proposals for each element in the Cost Proposal Form (See Appendix B); unit prices that are comparable to similar unit prices in the industry; and inclusion of extraneous elements. The supplier is required to submit its cost proposal on the spreadsheet provided in Appendix B. The cost shall be a fixed tire mileage rate for each tire type and for each contract year.

### **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.

Each committee member will review all proposals individually and complete an evaluation form. Once all forms are completed and tabulated, the committee will convene to recommend a vendor for the project to the COLTS Board of Directors. Interviews between the committee and finalists may or may not be necessary.

## **1.7 Proposal Summary**

### **1.7.1 Procurement Schedule (Tentative)**

Advertisement of Request for Proposal	May 16, 2025
Release Date for RFP	May 16, 2025
Deadline for written questions	June 6, 2025
Proposals due	June 13, 2025
Interviews (if necessary)	Week of June 16, 2025
Contract Award	June 25, 2025

\*Dates subject to change.

## **2.1 Project Goals**

### **2.1.1 General Goals**

COLTS is seeking to sign a five-year tire lease contract for thirty-three (33) to thirty-five (35) heavy duty transit buses with the supplier who provides the best value to the Authority. The effective cost of each company's proposal, based on the Authority's actual experience, will be considered.

## **3.1 Project Management**

### **3.1.1 General**

The Proposer shall prepare all deliverables in both Microsoft Office and Adobe PDF formats, with COLTS granted full rights to reprint as needed.

### **3.1.2 Invoicing**

The supplier shall submit billing by the 25<sup>th</sup> of each month for the mileage run on the tires in the previous month. COLTS will make every effort to provide payment within thirty (30) days, but in no case longer than forty-five (45) days. The purchaser is exempt from payment of all federal, state and local taxes. The purchaser will provide the necessary tax-exempt certificates to the manufacturer.

## 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](http://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.

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Authorized Official

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Date



## BUY AMERICA REQUIREMENTS

49 U.S.C. 5323(j)(1)

49 CFR Part 661

The contractor agrees to comply with 49 U.S.C. 5323(j)(1) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

### Sign applicable certification below – sign only one

#### *Certificate of Compliance with 49 U.S.C. 5323(j)(1)*

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.7.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

#### *Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)*

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A).

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_