



Request for Quotes Accessible Minivans

August 13th, 2010

General Information

The Cooperative Alliance for Seacoast Transportation (COAST) is seeking proposals for the sale of one (1) ramp-accessible ADA-compliant passenger minivan with low-floor conversion in new condition, with the option for one (1) additional identical vehicle.

COAST is a public transit provider to the Seacoast New Hampshire region, operating twenty-six vehicles throughout eleven communities. Our services include fixed-route public transit operated with heavy-duty accessible buses, as well as complementary ADA-compliant paratransit using accessible ramp-vans and body-on-chassis cutaway buses with wheelchair lifts. COAST has been operating safe, reliable, and accessible transportation since 1982.

COAST is soliciting firm fixed-price quotes from dealers of specialized accessible low-floor minivan conversions with the goal of replacing existing vehicles in our fleet. COAST will select a winning bid based on responsive and responsible bids/bidders, the ability of the vehicle(s) to meet our needs, the ability of the dealer to deliver the vehicle(s) in the specified time frame, and the price.

To reference the requirements for ADA compliance, please visit the Federal Transit Administration website (below) and refer to 49 CFR 38 subpart B (Buses, vans, and systems). http://www.fta.dot.gov/civilrights/ada/civil_rights_3905.html

COAST requires delivery of this vehicle within ninety (90) days of awarding the contract.

Providing a Quote

Dealers who wish to be considered shall provide (in writing) a price quote (see form), detailed specification sheet and any other detailed information certifying that the vehicle for sale meets the criteria listed below (see forms).

Quotes will be due no later than 2:00PM on Friday, September 17th, 2010.

Quotes should be mailed, hand-delivered, or emailed to COAST:

COAST
C/O Manager of Operations & Planning
42 Sumner Drive
Dover, NH 03820

jlrose@coastbus.org

Bidder Communications & Requests

All correspondence, communication and/or contact in regard to any aspect of this solicitation or offers until the contract award shall be with the COAST Contact identified in the previous section. Prospective Offerors and their representatives shall not make any contact with or communicate with any members of COAST other than the COAST contact in regard to any aspect of this solicitation or bids.

If it should appear to a prospective bidder that the performance of the work under the contract, or any of the matters relating thereto, is not sufficiently described or explained in the solicitation, or that any conflict or discrepancy exists between different parts thereof or with any federal, state, or

local law, ordinance, rule, regulation, or other standard or requirement, then the proposer shall submit a written request for clarification to COAST.

COAST will allow proposers to submit questions or requests for clarification until September 3, 2010. COAST shall provide said questions and their responses to all interested potential bidders via electronic means within the following four business days. Interested potential bidders should make themselves known in writing to COAST by September 3, 2010 in order to receive any pertinent communications prior to the deadline for proposal submittal.

The COAST contact for this solicitation is:

Jeremy LaRose
Manager of Operations & Planning
42 Sumner Drive
Dover, NH 03820
jarose@coastbus.org
603-743-5777 extension 101

Proposal Costs

Those submitting bids do so entirely at their expense. There is no expressed or implied obligation by COAST to reimburse any individual or firm for any costs incurred in preparing or submitting bids, providing additional information when requested by COAST, or for participating in any part of this solicitation.

Bids may be modified or withdrawn by an authorized representative of the vendor or by formal written notice prior to the final due date and time specified for bid submission. Submitted bids will become the property of COAST after the bid submission deadline.

Acceptance

Submission of any bid indicates acceptance of the conditions contained in the RFQ unless clearly and specifically noted otherwise in the bid.

Terms & Conditions

COAST projects are supported by funds from the Federal Transit Administration (FTA), under the US DOT, thus the procedures for awarding this project will follow the guidelines identified in FTA Circular 4220.1F. Payment terms must be provided with the quote. COAST will have up to thirty (30) days to make final payment upon acceptance of the vehicle(s).

The final award decision is intended to be presented to the COAST Board of Directors for their vote on September 22nd, 2010.

Certifications and Clauses

Please find attached clauses which are required to be completed prior to award of the contract (see forms)

Technical Criteria

The dealer shall comply with all applicable Federal, state and local regulations. Local regulations are defined as those below the state level. These shall include, but not be limited to, Federal ADA as well as state and local accessibility, safety and security requirements.

The vehicle must meet Federal Transit Administration Buy America standards and certification.

1. American-made 7-passenger mini-van chassis
2. Gasoline-powered engine
3. Automatic transmission
4. 20 gallon fuel tank
5. All other standard features for mini-van chassis including, but not limited to air conditioning, power locks, power windows, fully adjustable driver's seat.
6. Meets or exceeds all applicable Federal Motor Vehicle Safety Standards
7. Meets or exceeds Altoona test requirements. Dealer should provide a written copy of the report or a hyperlink to the report from the Altoona website database.
8. Low-floor modification including heavy-duty underlayment and vinyl slip-resistant flooring
9. Manual driver and passenger doors, manual sliding doors at midsection on both sides of vehicle.
10. ADA-compliant folding wheelchair ramp, manually operated, with a minimum weight capacity rating of 750lbs
 - a. Ramp must be located at the curb-side midsection door
 - b. Ramp must be able to rotate out of the doorway
 - c. Vehicle must include ADA-compliant interlock system when ramp is in use.
11. A minimum of two wheelchair securement positions outfitted with a complete wheelchair and passenger restraint system of the Q-Straint QRT Deluxe or comparable and approved alternative.
12. ADA-compliant entry and interior lighting
13. Removable front passenger seat
14. Fixed three-passenger rear bench seat
15. The electrical system of the vehicle shall be capable of supporting auxilliary systems to be installed after purchase, including a two-way radio and video surveillance system.

The vehicle shall carry a full warranty from the manufacturer. The vehicle shall be delivered to COAST free of defects on all components of the propulsion system, body and chassis, major subsystems, and any aftermarket modifications. Should any defects be found, the dealer will be responsible for the repair or replacement of the defective components.

COAST

Bid Forms

OFFEROR SERVICE AND PARTS SUPPORT DATA

Location of nearest Technical Service Representative to COAST

Name _____

Address _____

Telephone _____

Offeror to describe technical services readily available from said representative.

Location of nearest Parts Distribution Center to COAST

Name _____

Address _____

Telephone _____

Offeror shall describe the extent of parts available at said center.

Policy for Delivery of Parts and Components to be Purchased for Service and Maintenance

Regular Method
of Shipment _____

Cost to COAST _____

BUY AMERICA CERTIFICATION

Certificate of Compliance

The bidder hereby certifies that it will comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C), Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 C.F.R. 661.11:

Date: _____

Signature: _____

Title: _____

Company Name: _____

Certificate of Non-Compliance

The bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C) and Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirements consistent with 49 U.S.C. Sections 5323(j)(2)(B) or (j)(2)(D), Sections 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 C.F.R. 661.7.

Date: _____

Signature: _____

Title: _____

Company Name: _____

**DEBARMENT AND SUSPENSION CERTIFICATION
(LOWER TIER COVERED TRANSACTION)**

The prospective lower tier participant (Offeror) certifies, by submission of this Offer, that neither it nor its "principals" as defined at 49 C.F.R. § 29.105(p) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

If the prospective lower tier participant (Offeror) is unable to certify to the statement above, it shall attach an explanation, and indicate that it has done so, by placing an "X" in the following space _____.

THE BIDDER OR OFFEROR, _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND EXPLANATION, IF ANY. IN ADDITION, THE BIDDER OR OFFEROR UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 U.S.C. §§ 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND EXPLANATION, IF ANY.

_____ Signature of the Bidder or Offeror's Authorized Official

_____ Name and Title of the Bidder or Offeror's Authorized Official

_____ Date

LOBBYING CERTIFICATION

The Bidder or Offeror certifies, to the best its knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Federal department or agency, a Member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a Member of the U.S. Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification thereof.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions (as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.))
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

Signature of the Bidder or Offeror's Authorized
Official

Name and Title of the Bidder or Offeror's
Authorized Official

Date

DBE APPROVAL CERTIFICATION

I hereby certify that the Offeror has complied with the requirements of 49 CFR 23.67, Participation by Disadvantaged Business Enterprises in DOT Programs, and that our goals have not been disapproved by the Federal Transit Administration.

_____ Signature of the Offeror's Authorized Official

_____ Name and Title of the Offeror's Authorized
Official

_____ Date

CERTIFICATE OF COMPLIANCE WITH BUS TESTING REQUIREMENT

The undersigned certifies that the vehicles offered in this procurement comply and will, when delivered, comply with 49 U.S.C. § 5323(c) and FTA's implementing regulation at 49 CFR Part 665 according to the indicated one of the following three alternatives.

(mark one and only one of the three blank spaces with an "x")

1. ____ The buses offered herewith have been tested in accordance with 49 CFR Part 665 on _____(date). The vehicles being sold should have the identical configuration and major components as the vehicle in the test report, which must be submitted with this Offer. If the configuration or components are not identical, the manufacturer shall provide with its Offer a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.

2. ____ The manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), and submits with this Offer the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

3. ____ The vehicle is a new model and will be tested and the results will be submitted to COAST prior to acceptance of the first bus.

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

Date: _____

Signature: _____

Company Name: _____

Title: _____

PRICING SCHEDULE

By execution below, Offeror hereby offers to furnish equipment and services as indicated herein and in accordance with all the provisions in COAST's RFQ for this vehicle(s).

ITEM DESCRIPTION

NET COST

One (1) new ramp-accessible ADA-compliant passenger minivan with low-floor conversion

\$ _____

With option for second

\$ _____

Signature: _____

Name/Title: _____

Company Name: _____

Address: _____

Phone: _____

Date: _____

COAST

Federal Third Party Contract Clauses

ENERGY CONSERVATION REQUIREMENTS

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

ACCESS TO RECORDS

Offeror agrees to provide COAST, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

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

Offeror agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Offeror agrees to maintain same until COAST, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

FEDERAL CHANGES

Offeror shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the agreement between COAST and FTA that funds any part of this Contract, as they may be amended or promulgated from time to time during the term of this Contract. Offeror's failure to so comply shall constitute a material breach of this Contract.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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

**PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS
AND RELATED ACTS**

1. Offeror acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Accordingly, by signing the underlying Contract, Offeror certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, Offeror also 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 Offeror to the extent the Federal Government deems appropriate.
2. Offeror 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 awarded by FTA under the authority of 49 U.S.C. § 5301 et seq., the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5301 et seq. on Offeror, to the extent the Federal Government deems appropriate.
3. Offeror 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.

TERMINATION

TERMINATION FOR CONVENIENCE - The performance of work under this Contract may be terminated by COAST in accordance with this clause in whole, or from time to time in part, whenever the Contracting Officer shall determine that such termination is in the best interest of COAST. Any such termination shall be effected by delivery to Offeror of a notice of termination specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

After receipt of a notice of termination, and except as otherwise directed by the Contracting Officer, Offeror shall: stop work under the Contract on the date and to the extent specified in the notice of termination; place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under the Contract as is not terminated; terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination; assign to COAST in the manner, at the times, and to the extent directed by the Contracting Officer, all of the right, title, and interest of Offeror under the orders and subcontracts so terminated, in which case COAST shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts; settle all outstanding liabilities and all claims arising out of such

termination of orders and subcontracts, with the approval or ratification of the Contracting Officer, to the extent he may require, which approval or ratification shall be final for all the purposes of this clause; transfer title to COAST and deliver in the manner, at the times, and to the extent, if any, directed by Contracting Officer the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as part of, or acquired in connection with the performance of the work terminated, and the completed or partially completed plans, drawings, information and other property which, if the Contract had been completed, would have been required to be furnished to COAST; use its best efforts to sell, in the manner, at the times, to the extent, and at the price(s) directed or authorized by the Contracting Officer, any property of the types referred to above, provided, however, that Offeror shall not be required to extend credit to any purchaser, and may acquire any such property under the conditions prescribed by and at a price(s) approved by the Contracting Officer, and provided further, that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by COAST to Offeror under this Contract or shall otherwise be credited to the price or cost of the work covered by this Contract or paid in such other manner as the Contracting Officer may direct; complete performance of such part of the work as shall not have been terminated by the notice of termination; and take such action as may be necessary, or as the Contracting Officer may direct, for the protection or preservation of the property related to this Contract which is in the possession of Offeror and in which COAST has or may acquire an interest.

Offeror shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. Offeror shall promptly submit its termination claim to COAST to be paid Offeror. Settlement of claims by Offeror under this termination for convenience clause shall be in accordance with the provisions set forth in Part 49 of the Federal Acquisition Regulations (48 CFR 49) except that wherever the word "Government" appears it shall be deleted and the word "COAST" shall be substituted in lieu thereof.

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

In the event that COAST elects to waive its remedies for any breach by Offeror of any covenant, term or condition of this Contract, such waiver by COAST shall not limit COAST's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

If the Contract is terminated in whole or in part for default, COAST may procure, upon such terms and in such manner as the Contracting Officer may deem appropriate, supplies or services similar to those so terminated. Offeror shall be liable to COAST for any excess costs for such similar supplies or services, and shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.

Except with respect to defaults of subcontractors, Offeror shall not be liable for any excess costs if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of Offeror. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Offeror and subcontractor, and without the fault or negligence of either of them, Offeror shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Offeror to meet the required delivery schedule.

Payment for completed supplies delivered to and accepted by COAST shall be at the Contract price. COAST may withhold from amounts otherwise due Offeror for such completed supplies such sum as the Contracting Officer determines to be necessary to protect COAST against loss because of outstanding liens or claims of former lien holders.

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

The rights and remedies of COAST provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

CIVIL RIGHTS REQUIREMENTS

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

EQUAL EMPLOYMENT OPPORTUNITY - The following equal employment opportunity requirements apply to the underlying Contract:

1. **Race, Color, Creed, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, Offeror agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in

the future affect construction activities undertaken in the course of the Project. Offeror agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Offeror agrees to comply with any implementing requirements FTA may issue;

2. Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, Offeror agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Offeror agrees to comply with any implementing requirements FTA may issue.
3. Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, Offeror agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, Offeror agrees to comply with any implementing requirements FTA may issue.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

It is the policy of the Department of Transportation that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of Contracts financed in whole or in part with Federal Funds under this agreement. Consequently the DBE requirements of 49 CFR Part 26 applies to this agreement.

Offeror agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of Contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT assisted contracts.

Failure of Offeror to comply with this section or to include it in any subcontract of any tier will constitute a breach of Contract and, after notification of DOT, may result in termination of the Contract by COAST or such remedy as COAST deems appropriate.

STATE AND LOCAL LAW DISCLAIMER

The FTA clauses included in this contract may not all be solely governed by Federal law, but may be significantly affected by state and local law.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated April 14, 2009, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Offeror shall not perform any act, fail to perform any act, or refuse to comply with any COAST requests, which would cause COAST to be in violation of the FTA terms and conditions.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

49 CFR Part 29

Executive Order 12549

1. **By signing and submitting this contract, Offeror is providing the signed certification set out below.**
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, COAST may pursue available remedies, including suspension and/or debarment.
3. Offeror shall provide immediate written notice to COAST if at any time Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact COAST for assistance in obtaining a copy of those regulations.
5. Offeror agrees by signing this contract that, should the covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by COAST.
6. Offeror further agrees by signing this contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a proposed participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not

required to, check the Nonprocurement List issued by U.S. General Service Administration.

8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, COAST may pursue available remedies including suspension and/or debarment.

CONTRACT WORK HOURS AND SAFETY STANDARDS

- (1) **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) **Withholding for unpaid wages and liquidated damages** - The COAST shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or

lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

RESOLUTION OF DISPUTES, BREACHES, OR OTHER LITIGATION

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of COAST's Executive Director. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the 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 Executive Director shall be binding upon the Contractor and the Contractor shall abide by the decision.

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

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

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

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the COAST or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing

CLEAN AIR

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

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

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
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BUY AMERICA

The contractor agrees to comply with 49 U.S.C. 5323(j) 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, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. 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.
