



## REQUEST FOR PROPOSAL

2025-10

Sealed proposals will be received at the offices of the Bay Metropolitan Transportation Authority (BMTA) at 1510 N. Johnson Street, Bay City, MI, until 2:00 PM, Local Time, on Thursday, April 3, 2025, at which time and place said proposals shall be opened for the following item:

Removal and Replacement of Garage Lighting  
Location: 1510 N. Johnson St., Bay City, MI.

All offerers must use the proposal forms provided in the procurement package, which may be acquired from the Purchasing department at the above address.

BMTA reserves the right to reject any or all proposals for sound documented business reasons, waive any defects or irregularities, and to accept the proposal which is most advantageous to Bay Metro Transit.

Minority owned and Female owned firms are encouraged to respond to this Proposal solicitation.

## STATEMENT OF NO BID

NOTE: if you do not intend to make a bid on this item, please detach and return this form immediately.

Purchasing Department, BMTA  
1510 N. Johnson Street  
Bay City, MI 48708

We, the undersigned, have declined to make a proposal on your bid .(BID 2025-10),  
(Garage Lighting Upgrade) for the following reason(s):

\_\_\_\_\_ Specifications too restrictive, i.e., geared toward one brand or manufacturer only  
(explain below) Insufficient time to respond to the Request Date Received:\_\_\_\_\_

\_\_\_\_\_ We do not offer this product or service

\_\_\_\_\_ Our schedule would not permit us to perform

\_\_\_\_\_ Unable to meet specifications

\_\_\_\_\_ Unable to meet bond requirement

\_\_\_\_\_ Specifications unclear (explain below)

\_\_\_\_\_ Unable to meet insurance requirements

\_\_\_\_\_ Remove us from your Vendor list altogether

\_\_\_\_\_ Other (specify below)

REMARKS:\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Business Name:\_\_\_\_\_

Signature: \_\_\_\_\_

Telephone: \_\_\_\_\_

Date: \_\_\_\_\_

INSTRUCTIONS AND CONDITIONS FOR PROPOSAL SUBMITTAL

PROPOSAL NUMBER 2025-10

PROPOSAL SUBMITTAL AND DUE DATE

All envelopes must be sealed and marked  
"Request for Proposal – "Lighting Project"

The B.M.T.A. is not responsible for any proposal not marked as such.

Return proposal to

Bay Metropolitan Transportation Authority  
1510 North Johnson Street  
Bay City, MI 48708

The deadline for submitting proposal is 2:00 PM Local Time, on Thursday, April 3, 2025, at which time proposals will be opened. *Under Federal Transit Administration regulations, the opening is not open to the public.* Proposals received after that time will not be considered for award or opened.

FAXED PROPOSALS ARE NOT ACCEPTABLE.

Procurement Schedule  
2025-10

The following schedule represents B.M.T.A.'s commitment to expedite this procurement.

<u>Friday, February 28</u> _____, 2025	RFPs notice mailed to potential offerers. RFP Advertised on BMT website.
<u>Thursday, March 13</u> _____, 2025	Pre Proposal Meeting and site walk through 10.00 AM.
<u>Up to 3 days after receipt</u> _____,	Deadline for B.M.T.A.'s response to request for Approved Equals and Clarification of Specifications.
<u>Thursday, April 3</u> _____, 2025	Proposals Due ( <i>Not open to the public</i> )-2:00PM.
<u>Wednesday, April 16</u> _____, 2025	Recommendation for contract award presented to B.M.T.A.'s Board of Directors for approval or disapproval.
<u>Thursday April 17</u> _____, 2025	Winner notified.

The BMTA and the successful offeror shall mutually agree when it is necessary to make changes in, additions to, or deductions from the work performed or the material to be furnished, pursuant to the provisions of the contract documents.



## NO CONDITIONAL BIDS

This Request for Proposals calls for proposals that are responsive to the specifications, which are attached hereto and incorporated herein as Exhibit “A”. Conditional bids, or those which take exception to the specifications, will be considered non-responsive and will be rejected unless specific approval from BMTA is requested in writing by at least 10 days prior to bid due date. All other eligible bidders or offerors are to be notified of any approved exceptions to the specifications.

## APPROVED EQUALS AND DEVIATIONS FROM SPECIFICATIONS:

If the offeror or bidder proposes to submit a bid containing “approved equals” or “deviations” from the specific requirements of these specifications, the offeror or bidder must obtain such approval, confirmed in writing, prior to the date of bid opening.

Requests for “approved equals” and clarification must be received by the BMTA in writing no less than 10 days before date of bid opening. Any request for approved equal must be fully supported with technical data, test results or other pertinent information as evidence that the substitute offered is equal to, or better than, the specification requirements. Any unapproved deviations, exceptions, substitutions, alternates, or conditional qualifications contained in a bid may be cause for its rejection.

The BMTA reserves the right to postpone the proposal opening or receipt of bids for its own convenience.

Changes to the specifications will be made by addendum only and issued by the BMTA’s Purchasing Agent in writing.

Prime Contractors and subcontractors may make appointments to discuss project specifications. This, however, does not relieve them from providing written documented requests.

Request for approved equal (if required) or clarification of specifications by a bidder or offeror must be received in writing by the BMTA’s Purchasing Agent not less than ten (10) working days before the date of the scheduled bid opening or closing date for receipt of bids. All requests for approved equals or clarification of specifications should be addressed to:

ATT’N: Purchasing Agent  
Bay Metropolitan Transportation Authority  
1510 N. Johnson Street  
Bay City, MI 48708

The BMTA’s Purchasing Agent shall reply to all requests for approved equals or clarification of specifications within eight (8) days after receipt of the request. A copy of the response shall be sent to the requestor and all contractors and subcontractors who requested a copy of the original solicitation.

## PROTEST PROCEDURE

Protest of restrictive specifications or improprieties in the solicitation, by an interested party, must be received by BMTA's General Manager in writing not less than ten (10) working days before the date of the scheduled bid opening or closing date for receipt of bids. [An "interested party" is defined as any bidder or offeror, or subcontractor or supplier, provided they have a substantial economic interest in a portion of the RFB or RFP in question.] All protests should be hand-delivered, or sent via registered or express mail, to:

ATTN: General Manager  
Bay Metropolitan Transportation Authority  
1510 N. Johnson Street  
Bay City, MI 48708

Any protest of the specifications shall state the name of the submitter/protestor, a description of the project or solicitation number, and a statement of grounds for the protest. If any of the information is omitted or incomplete, BMTA will notify the protestor immediately in writing that the specified information must be submitted within a specified time period if the protest is to be further considered.

Upon receipt of a written protest BMTA shall immediately determine if the date for the bid opening or closing date for receipt of bids should be postponed. If the bid opening or bid closing date is postponed, BMTA will contact all contractors and subcontractors who were furnished a copy of the specifications by BMTA that an appeal has been filed and that the bid opening or receipt of bids is postponed until a decision has been issued. Notice of the postponement will be made in writing by addendum.

Representatives of the BMTA and the protestor shall meet within twenty-four (24) hours after BMTA's receipt of the protest, or at a mutually agreed-upon time, to discuss all substantive issues raised in the protest. Upon completion of discussions between the BMTA and the protestor, the BMTA's General Manager will transmit a final decision in writing to the protestor within five (5) working days. The final decision will address, in detail, each substantive issue raised in the protest. If the written decision cannot be issued within this time period, the protestor will be notified in writing of the time extension. Upon issuance of the written decision, the BMTA will then issue appropriate addenda to cover any changes to the RFP or RFB or extension of bid due date, if required.

Protests by any adversely affected person for reasons other than for restrictive specifications or alleged improprieties in the solicitation must be made in writing and received by BMTA's General Manager not more than seventy-two (72) hours after announcement of award to the participating bidders or offerors. Upon receipt of a protest after contract award, the BMTA shall immediately determine if work on the protested project should be suspended until such time as the protest is resolved.

Representatives of BMTA and the protestor shall meet within twenty-four (24) hours after receipt of the protest, or at such time as mutually agreed to by both parties to discuss the protest. Upon completion of discussions between BMTA representatives and the protestor, BMTA will issue a written decision to the protestor within five (5) working days. If the written decision cannot be issued within this time period, the protestor will be notified in writing of the time extension.

Except as noted below, BMTA will not open bids, receive bids or award a contract if a formal written protest has been received and no final decision in response to it has been issued by BMTA's General Manager. After the issuance of a final decision, BMTA will wait a minimum of five (5) working days before opening bids or before awarding a contract for a project.

BMTA may open bids, receive bids, or award a contract for a project while a protest is pending final disposition if BMTA's General Manager determines that:

- (1) The items to be procured are urgently required;
- (2) Delivery or performance will be unduly delayed by failure to make an award promptly; or
- (3) Failure to make a prompt award will otherwise cause undue harm to the BMTA or the Federal Government

A protestor may request reconsideration after a final decision has been issued by BMTA's General Manager, if new data or information becomes available that was not previously known, or there has been an error of law or regulation.

### ***REFERENCE TO 4220 HAS BEEN REMOVED FROM THIS SECTION***

Violations of Federal law or regulation will be handled by the complaint process stated within that law or regulation. Violations of State or local law or regulations are under the jurisdiction of State or local authorities.

Any appeal or protest may be withdrawn at any time.

### **WITHDRAWAL OF PROPOSALS**

Proposals may be withdrawn upon written request received by BMTA prior to the time fixed for proposal due date. No bid may be withdrawn for a period of ninety (90) days after the time set herein for due date.

### **PROPOSAL ACCEPTANCE OR REJECTION:**

BMTA reserves the right to accept any proposals, or to reject any or all proposals or postpone due date or to contract on such basis as BMTA deems to be in its best interest.

### **BASIS OF AWARD:**

The successful bidder shall be the most responsible contractor possessing the ability to perform successfully under the terms and conditions of a proposed agreement. Consideration shall be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

Proposals shall be evaluated and prioritized as follows: First – qualifications of the firm; second – technical proposal; and third – value. Only proposals deemed acceptable under the first step will be evaluated in the second step. Only those proposals deemed acceptable under the first and second steps will be evaluated for value.

#### SINGLE BID

In the event a single bid or proposal is received, BMTA will conduct a price and/or cost analysis of the bid. A price analysis is the process of examining the bid and evaluating the separate cost elements. It should be recognized that a price analysis, through comparison with other similar procurements, must be based on an established or competitive price of the elements used in the comparison.

The comparison must be made to a purchase of similar quantity and quality, involving similar specifications. Where a difference exists, a detailed analysis must be made of this difference and costs attached thereto.

Where it is impossible to obtain a valid price analysis, it may be necessary for BMTA to conduct a cost analysis of the price.

#### LIMITATIONS:

This Request for Proposals (“RFP”) does not commit BMTA to award a contract, to pay any cost incurred in the preparation of a bid to this RFP, to negotiate with all qualified bidders or offerors, or to preclude BMTA from canceling, in part or in its entirety, this RFP if it is in the best interest of BMTA.

#### WRITTEN AGREEMENT:

Upon acceptance by BMTA of a bid, a contract will be awarded for furnishing the items described in the bid in strict conformity with the specifications, these instructions, and the contract bid. **After the execution of the written agreement**, a “Notice to Proceed” will be issued by BMTA for the services.

#### CONTRACT DOCUMENTS:

The successful bidder will execute a written agreement, a sample of which is attached hereto and incorporated herein as Exhibit “B”.

**Bay Metro Transit Prohibits and will not enter into “Cost plus Contracts”**

BID AS CONTRACT:

Each bid will be submitted with the understanding that acceptance in writing by BMTA of the offer to furnish the equipment or services described therein shall constitute a contract between the successful bidder or offeror and BMTA, which shall bind the bidder or offeror to furnish and deliver the equipment or services at the bid price in accordance with the bid specifications, general conditions and general requirements detailed in the bid specification package or subsequently added or made a part thereof.

BID DISCLOSURE:

All information on a submitter's bid, except proprietary financial information and responsibility, is subject to disclosure under the provisions of Public Act NO. 442 of 1976 known as the "Freedom of Information Act". This act also provides for the complete disclosure of contracts and attachments thereto.

Bids may be inspected at the office of the Purchasing Agent after award is completed. Inspections will be during office hours and within specified time limits as directed by the Purchasing Agent.

Information available for inspection shall include the tabulated price bids and copies of the bid documents subject to the exceptions listed above and proprietary legal constraints.

POINT OF CONTACT:

All communications, contracted items, contracts, documentation submittals, and correspondence shall take place between the bidder or offeror and:

Purchasing Agent  
Bay Metropolitan Transportation Authority  
1510 North Johnson Street, Bay City, MI 48708.  
FAX (989) 894-2621.

Telephone contact with the BMTA's Purchasing Agent can be made at (989) 922-3710 Monday through Friday, between the hours of 7:00 a.m. and 4:00 PM. Email inquiries can be sent to BMTA's Purchasing Agent at [tdominowski@baymetro.com](mailto:tdominowski@baymetro.com)

The following pages contain the Federal Clauses for construction of less than \$250,000 as provided by the Michigan Department of Transportation and apply to this procurement.

**All pages requiring a signature must be filled out and returned with your proposal**

## ACCESS TO RECORDS AND REPORTS

1. **Record Retention.** The Contractor will retain and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other Third-party Contracts of any type, and supporting materials related to those records.
2. **Retention Period.** The Contractor agrees to comply with the record retention requirements in accordance with 2 CFR § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
3. **Access to Records.** The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract in accordance with 2 CFR § 200.337.
4. **Access to the Sites of Performance.** The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

## AMERICANS WITH DISABILITIES ACT (ADA)

The contractor agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

## BUY AMERICA REQUIREMENTS

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR part 661 and 2 CFR § 200.322 Domestic preferences for procurements, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR § 661.7.

Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 11758, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget, the U.S. Department of Transportation, and FTA. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C), 49 U.S.C. § 5323(u) and 49 CFR § 661.11. Domestic preferences for procurements.

The bidder or offeror must submit to the Agency the appropriate Buy America certification. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive. For more information, please see the FTA's Buy America webpage at: <https://www.transit.dot.gov/buyamerica>.

## RESTRICTIONS ON LOBBYING

Conditions on use of funds.

- a) 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, or an employee of a Member of Congress 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.
- b) Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification, that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.
- c) Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.
- d) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, whether that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.
- e) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form if that person has made or has agreed to make any payment to influence or attempt to influence an

officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.

**Certification and disclosure.**

- a) Each person shall file a certification, and a disclosure form, if required, with each submission that initiates agency consideration of such person for:
  - 1. Award of a Federal contract, grant, or cooperative agreement exceeding \$100,000; or
  - 2. An award of a federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000.
- b) Each person shall file a certification, and a disclosure form, if required, upon receipt by such person of:
  - 1. A Federal contract, grant, or cooperative agreement exceeding \$100,000; or
  - 2. A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000,

Unless such person previously filed a certification, and a disclosure form, if required, under paragraph (a) of this section.

- c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraphs (a) or (b) of this section. An event that materially affects the accuracy of the information reported includes:
  - 1. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
  - 2. A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
  - 3. A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.
- d) Any person who requests or receives from a person referred to in paragraphs (a) or (b) of this section:
  - 1. A subcontract exceeding \$100,000 at any tier under a Federal contract;
  - 2. A subgrant, contract, or subcontract exceeding \$100,000 at any tier under a Federal grant;
  - 3. A contract or subcontract exceeding \$100,000 at any tier under a federal loan exceeding \$150,000; or,
  - 4. A contract or subcontract exceeding \$100,000 at any tier under a federal cooperative agreement. Shall file a certification, and a disclosure form, if required, to the next tier above.
- e) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (a) or (b) of this section. That person shall forward all disclosure forms to the agency.
- f) Any certification or disclosure form filed under paragraph (e) of this section shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31, U.S. Code.
- g) For awards and commitments in process prior to December 23, 1989, but not made before that date, certifications shall be required at award or commitment, covering activities occurring between December 23, 1989, and the date of award or commitment. However, for awards and commitments in process prior to the December 23, 1989, effective date of these provisions, but not made before December 23, 1989, disclosure forms shall not be required at time of award or commitment but shall be filed within 30 days.
- h) No reporting is required for an activity paid for with appropriated funds if that activity is allowable under either subpart (b) or (c).

## **CARGO PREFERENCE REQUIREMENTS**

The contractor agrees:

- 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 the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- b) to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "onboard" 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 FTA Recipient (through the contractor in the case of a subcontractor's bill-of-lading); 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.

## **CIVIL RIGHTS LAWS AND REGULATIONS**

The following Federal Civil Rights laws and regulations apply to all contracts.

### **1. Federal Equal Employment Opportunity (EEO) Requirements.** These include, but are not limited to:

- a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.



- b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity", September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.
- 2. **Nondiscrimination on the Basis of Sex.** Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance", 49 CFR part 25 prohibit discrimination on the basis of sex.
- 3. **Nondiscrimination on the Basis of Age.** The "Age Discrimination Act of 1975", as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance", 45 CFR part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR part 1625, also prohibit employment discrimination against individuals aged 40 and over on the basis of age.
- 4. **Federal Protections for Individuals with Disabilities.** The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third-party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

#### Civil Rights and Equal Opportunity

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

- 1. **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor", 41 CFR chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment", September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- 3. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act", 29 CFR part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance", 45 CFR part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA may issue.
- 4. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- 5. **Promoting Free Speech and Religious Liberty.** The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

## CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards pursuant to 23 CFR § 940. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

## DEBARMENT AND SUSPENSION

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment", 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)", 2 CFR part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any

tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

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

## DISADVANTAGED BUSINESS ENTERPRISE (DBE)

*(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)*

It is the policy of the Agency and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 CFR part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

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 Agency deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the contractor from future bidding as non-responsible. 49 CFR § 26.13(b).

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 CFR § 26.29(a).

Finally, for contracts with defined DBE contract goals, each FTA Recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency's written consent; and that, unless the Agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 CFR § 26.53(f) (1).

## ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

## EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or

charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## NOTICE TO THIRD-PARTY PARTICIPANTS

Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and

Applicable changes to those federal requirements will apply to each Third-party Agreement and parties thereto at any tier.

## FLY AMERICA

- a) Definitions. As used in this clause -
  - 1) "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. 2) "United States" means the 50 States, the District of Columbia, and outlying areas. 3) "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.
- b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencies, and others use U.S.-flag air carriers for U.S. Government financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.
- c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.
- d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:  
Statement of Unavailability of U.S.-Flag Air Carriers  
 International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:
- e) Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

## FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

1. The contractor certifies that it:
  - a) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
  - b) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third-party Agreement with the Third-party Participant without FTA's written approval.

2. Flow-Down. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

## **INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

## **NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, 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.

## **NOTIFICATION TO FTA**

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third-party Agreements and must require each Third-party Participant to include an equivalent provision in its sub agreements at every tier, for any agreement that is a "covered transaction" according to 2 CFR §§ 180.220 and 1200.220.

1. 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.
2. 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.
3. The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient 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, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third-party Participant of the Recipient. 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 Recipient.

## **SOLID WASTES**

A Recipient that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

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 CFR part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on 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.

## **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
  2. Extend or renew a contract to procure or obtain; or
  3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
    - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
    - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
    - iii. Telecommunications or video surveillance equipment or services procured or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- b) In implementing the prohibition under Public Law 115232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- c) See Public Law 115-232, section 889 for additional information.
- d) See also § 200.471.

## **PROMPT PAYMENT**

*(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)*

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

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

## **SAFE OPERATION OF MOTOR VEHICLES**

### **Seat Belt Use**

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Agency.

### **Distracted Driving**

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

## SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

Applies to States -

- a) To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:
  1. The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;
  2. The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and
  3. The amount of federal assistance FTA has provided for a State Program or Project.
- b) Documents - The State agrees to provide the information required under this provision in the following documents: (1) applications for federal assistance, (2) requests for proposals or solicitations, (3) forms, (4) notifications, (5) press releases, and (6) other publications.

## SEVERABILITY

The Contractor agrees that if any provision of this agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect.

## TERMINATION

### Termination for Convenience (General Provision)

The Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Agency's best interest. The Contractor shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Agency to be paid the Contractor. If the Contractor has any property in its possession belonging to Agency, the Contractor will account for the same, and dispose of it in the manner Agency directs.

### Termination for Default [Breach or Cause] (General Provision)

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, the Agency may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only 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 the Agency that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Agency, 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.

### Opportunity to Cure (General Provision)

The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately 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 Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

### Waiver of Remedies for any Breach

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

### Termination for Convenience (Professional or Transit Service Contracts)

The Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Agency's interest. If this contract is terminated, the Agency shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

### Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

### Termination for Default (Transportation Services)

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Agency or its agent. The Contractor and Agency shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Agency may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Agency resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Agency in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if: 1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and 2. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract. 3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Architect and Engineering)

The Agency may terminate this contract in whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Agency's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Cost-Type Contracts)

The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Agency or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Agency and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of Agency, the Contractor shall be paid its contract closeout costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a Notice of Termination for Default, the Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

**TRAFFICKING IN PERSONS**

The contractor agrees that it and its employees that participate in the Recipient's Award, may not:

- a) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;
- b) Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or
- c) Use forced labor in the performance of the Recipient's Award or subagreements thereunder.

**DAVIS BACON ACT AND COPELAND ANTI-KICKBACK ACT**

For all prime construction, alteration or repair contracts in excess of \$2,000 awarded by FTA, the Contractor shall comply with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 31413144, and 3146-3148 as supplemented by DOL regulations at 29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week. The Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States." The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

**SEISMIC SAFETY**

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation (DOT) Seismic Safety Regulations 49 CFR part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract, including work performed by a



subcontractor, is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.

## **SPECIAL DOL EEO CLAUSE**

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:  
  
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

## **VETERANS HIRING PREFERENCE**

Veterans Employment - Recipients and subrecipients of Federal financial assistance shall ensure that contractors working on a capital project funded using such assistance give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.



## Federal Certifications

### CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, \_\_\_\_\_ hereby certify \_\_\_\_\_  
(Name and Title of official)

On behalf of \_\_\_\_\_ that:  
(Name of Bidder/Company Name)

- 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 any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the 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.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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. 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.

NAME OF BIDDER/COMPANY NAME	
TYPE OR PRINT NAME	
SIGNATURE OF AUTHORIZED REPRESENTATIVE	DATE

## GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Recipients, contractors, and subcontractors that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract, or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person (found below); or (c) adding a clause or condition to the contract or subcontract.

**Instructions for Certification:** By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

1. It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment", 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)", 2 CFR part 180,
2. To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
  - a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
    1. Debarred,
    2. Suspended,
    3. Proposed for debarment,
    4. Declared ineligible,
    5. Voluntarily excluded, or
    6. Disqualified,
  - b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
    1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
    2. Violation of any Federal or State antitrust statute, or,
    3. Commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making any false statement, or receiving stolen property,
  - c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,
  - d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
3. If, at a later time, it receives any information that contradicts the statements of subsections 2.a - 2.d above, it will promptly provide that information to FTA,
  - a. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
    1. Equals or exceeds \$25,000,
    2. Is for audit services, or,
    3. Requires the consent of a federal official, and
  - b. It will require that each covered lower tier contractor and subcontractor:
    1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
    2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
      - a. Debarred from participation in its federally funded Project,
      - b. Suspended from participation in its federally funded Project,
      - c. Proposed for debarment from participation in its federally funded Project,
      - d. Declared ineligible to participate in its federally funded Project,
      - e. Voluntarily excluded from participation in its federally funded Project, or
      - f. Disqualified from participation in its federally funded Project, and
4. It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

### CERTIFICATION

CONTRACTOR	
SIGNATURE OF AUTHORIZED OFFICIAL	DATE
NAME AND TITLE OF CONTRACTOR'S AUTHORIZED OFFICIAL	

**BUY AMERICA CERTIFICATION  
STEEL OR MANUFACTURED PRODUCTS**

If steel, iron, or manufactured products (as defined in 49 CFR 661.3 and 661.5) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder or offeror in accordance with the requirement contained in 49 CFR 661.13(b).

**Certificate of Compliance with Buy America Requirements**

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

COMPANY		
NAME	TITLE	
SIGNATURE		DATE

**Certificate of Non-Compliance with Buy America Steel or Manufactured Products Requirements**

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 C.F.R. 661.7.

COMPANY		
NAME	TITLE	
SIGNATURE		DATE

## CERTIFICATION OF COMPLIANCE WITH FEDERAL CONTRACT CLAUSES

As required by Federal Transit Administration Circular FTA C 4220.1F Third-Party Contracting Guidance, Revision 4, March 18, 2013, and all subsequent editions, as available on FTA's website, [www.fta.dot.gov](http://www.fta.dot.gov).

To be used for all procurements over \$10,000 if the federal contract clauses are not included in a third-party contract. Not required for Requests for Quotes (a.k.a small purchases) for items purchased off-the-shelf.\* Third-party contracts are required for procurements of \$100,000 or more.

\_\_\_\_\_ acknowledges receipt of the **attached** contract clauses and  
(Vendor Name)  
certifies compliance with all federal requirements for Construction Less Than \$250,000  
(Product Description)  
being purchased by Bay Metro transit under project authorization  
(Transit Agency)  
2022-0016/P4/R2  
(Authorization Number)

VENDOR REPRESENTATIVE	TITLE	
SIGNATURE (Vendor representative)		DATE

\* "Off-the-shelf item" means an item produced and placed in stock by a contractor, or stocked by a distributor, before receiving orders or contracts for its sale, Federal Acquisition Regulation (FAR) 46.1-1, issued March 2005. Payment request letters should say when items are procured off-the-shelf. Suggested language is "These tires are off-the-shelf items purchased from Company A Tire who had the tires in stock." or "These tires are off-the-shelf items purchased from Company A Tire, who obtained them from Company B Wholesaling, who had the tires in stock."

## **ACCESS TO RECORDS AND REPORTS 49 U.S.C. 5325/18 CFR 18.36 (i)/49 CFR 633.17**

The following access to records requirements apply to this Contract: (1) Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. (2) Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$150,000 for grants executed after 12/26/14. (3) Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. (4) Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection. (5) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (6) The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11). (7) FTA does not require the inclusion of these requirements in subcontracts.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

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Signature of Contractor's Authorized Official

## PROHIBITION OF DISCRIMINATION IN FEDERAL CONTRACTS

BMTA hereby notifies its Contractors and their subcontractors of the federal equal opportunity requirements specified in Title 41 CFR Chapter 60-1.4.

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed and the employees are treated, during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive order 11246 of September 24, 1965, or by rules, regulations or orders of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that in the event the Contractor becomes involved in, or is threatened with

litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

### REPORTING REQUIREMENTS

Contractors/consultants required to file EEO Reports and other EEO information with the Federal Government are those who:

- (a) have 50 or more employees; and
- (b) are prime Contractor or subcontractor; and
- (c) have a contract, subcontract or purchase order amounting to \$50,000 or more.

If your firm meets the "Reporting Requirements," sign below stating that your firm agrees to the conditions described in "Prohibition of Discrimination in Federal Contracts."

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Authorized Signee

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Title

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Date

## **PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS**

In connection with the performance of work under this contract, the Contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.
7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of



investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.

8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.

9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

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Authorized Signee

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Title

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Date

**COMPREHENSION CERTIFICATION**

This is certification that I have read the entire bid package and understand the requirements.

\_\_\_\_\_  
Authorized Signee

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## BID CERTIFICATE STATEMENT

Please fill out entire certificate and return with your bid.

1. If the bidder or offeror is not the parent company, insert below the name and main office address of the parent company. (A parent company is one that owns at least a majority, fifty-one (51%) percent of the voting rights and/or assets in that company.)

\_\_\_\_\_  
name of parent company

\_\_\_\_\_  
main address

I, \_\_\_\_\_, \_\_\_\_\_  
(authorized official) (title)

for \_\_\_\_\_, the bidder or offeror, attest to the  
(company)

authority of \_\_\_\_\_ to submit  
(executing agent)

this bid on behalf of the bidder or offeror and the parent company if other than the bidder or offeror.

\_\_\_\_\_  
(authorized official-signature)

2. The offeror hereby certifies that they are not included on the United States Comptroller General's list of persons or firms currently debarred for violations of various public contracts incorporating labor standard provisions.
3. By submission of this bid, each bidder or offeror and each person signing on behalf of any bidder or offeror certifies, and in the case of a joint bid , each party certifies, as to its own organization, under penalty of perjury, that to the best of knowledge and behalf:
  - a) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting completion as to any other matter relating to such prices with any other bidder or offeror or with any other competitor.
  - b) Unless otherwise required by Law, the prices which have been quoted in this have not been knowingly disclosed by the bidder or offeror prior to any competitor; and,
  - c) No attempt has been made or will be made by the bidder or offeror to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.

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(authorized official)

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(title)

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(company)

**THE FOLLOWING PAGES MUST BE COMPLETED AND RETURNED**  
**WITH YOUR PROPOSAL OR YOUR PROPOSAL WILL BE REJECTED AS**  
**NON-RESPONSIVE**

Access to Records  
EEO Certificate-Federal  
EEO Certificate-State  
Comprehension Certificate  
Bid Certificate Statement

# EXHIBIT

## A

PROJECT SPECIFICATIONS  
CRITERIA

## **Evaluation of Proposals**

2025-10

All Proposals will be evaluated for responsiveness, Responsibility of Vendor and evaluation of listed Criteria. Proposals must meet the requirements of stage one in order to have criteria evaluated.

### **Vendor Responsibility / Responsiveness (stage one)**

All Proposals must include the requested information and documents as outlined in the RFP to move to the Vendor Responsibility stage.

- A. Vendor must demonstrate the ability to complete the order in a timely matter.
- B. Vendor must provide proof of appropriate financial, facility, equipment and personnel to satisfy proposal.
- C. Vendor must not be debarred or suspended on epls list (<http://www.sam.gov>).
- D. Vendor must provide three references with name and contact information for jobs of similar size and scope.

### **Proposal Criteria (stage two)**

After successfully passing stage one and stage two the Proposals will be evaluated on the following Criteria with equal weights placed on each category.

- A. Adherence to specifications
- B. Time to complete project
- C. Vendors approach to complete project
- D. Base Material

### **Value**

Price (Price will be evaluated using the following formula)  
Low price / proposed price x points given to price criteria.

## **General**

Bay Metro Transit is soliciting competitive sealed proposals for the replacement of interior lighting fixtures throughout the Maintenance garage, Storage garage, Parts room, rebuild room, Compressor room and Battery room to reduce electrical usage and maintain a bright safe comfortable working environment. Led fixtures are to be installed.

## **Project Description**

For the purpose of this project, the proposer should assume that all existing electrical infrastructure (conductors, electrical panels, breakers, etc.) are in good working order, and only fixture replacement is required. The proposer shall be responsible for any modifications necessary for the new fixtures. Fixtures alongside the paint booth will need to be moved to distribute even lighting across the floor area.

## **Work Schedule**

The anticipated timeframe to have the project complete is within 60 days of awarding the contract. The Facility will remain in operation throughout the duration of this project. Installation can be completed during normal business hours of 7am to 4pm Monday – Friday. All work will be coordinated with Bay Metro Representatives so all work can flow in a smooth manner without delay.

## **Scope of Work**

Remove all existing fixtures and replace them with new LED fixtures.

All quantities provided are approximate. Fixture counts and matching sizes are to be verified by Proposer

All lighting must be equivalent or greater than existing lighting output

Proposer to verify quantity of fixtures in the work areas listed below, quantities provided are approximate.

**Bus Storage Garage** Qty. (58) 55 ,6 lamp fixtures, 1, 4 lamp fixture, and 2 wall fixtures

**Bus Wash** (2) 6 lamp wet location fixtures

**Compressor Room** (3) 4 bulb fixtures

**Battery Room** (1), 4 bulb fixture

**Maintenance Shop** (42), 6 lamp fixtures



**Parts Room** (1), 6 lamp, (24), 2 lamp fixtures

**Rebuild Room** (12), 2 lamp fixtures

**Tool Storage area** (1), 6 lamp fixture

**Receiving area** (1), 6 lamp fixture

The contractor will be responsible for any permits required for the project and a copy of the permits will be left with Bay Metro for the project file, prior to any work being started.

The contractor will be responsible for disposal of all removed fixtures.

The contractor will be responsible for all clean up and trash disposal from their own work at the end of each workday as well at the end of the project.

The contractor will provide all supervision, labor, tools, equipment, and materials to complete the job.

The contractor will perform all freight, unloading, loading, distribution and hoisting of materials.

### **Miscellaneous**

The contractor will initiate and assist Bay Metro with the processing of paperwork for any energy rebates available on this project.

Responding contractors must provide copy of licenses necessary for this project.

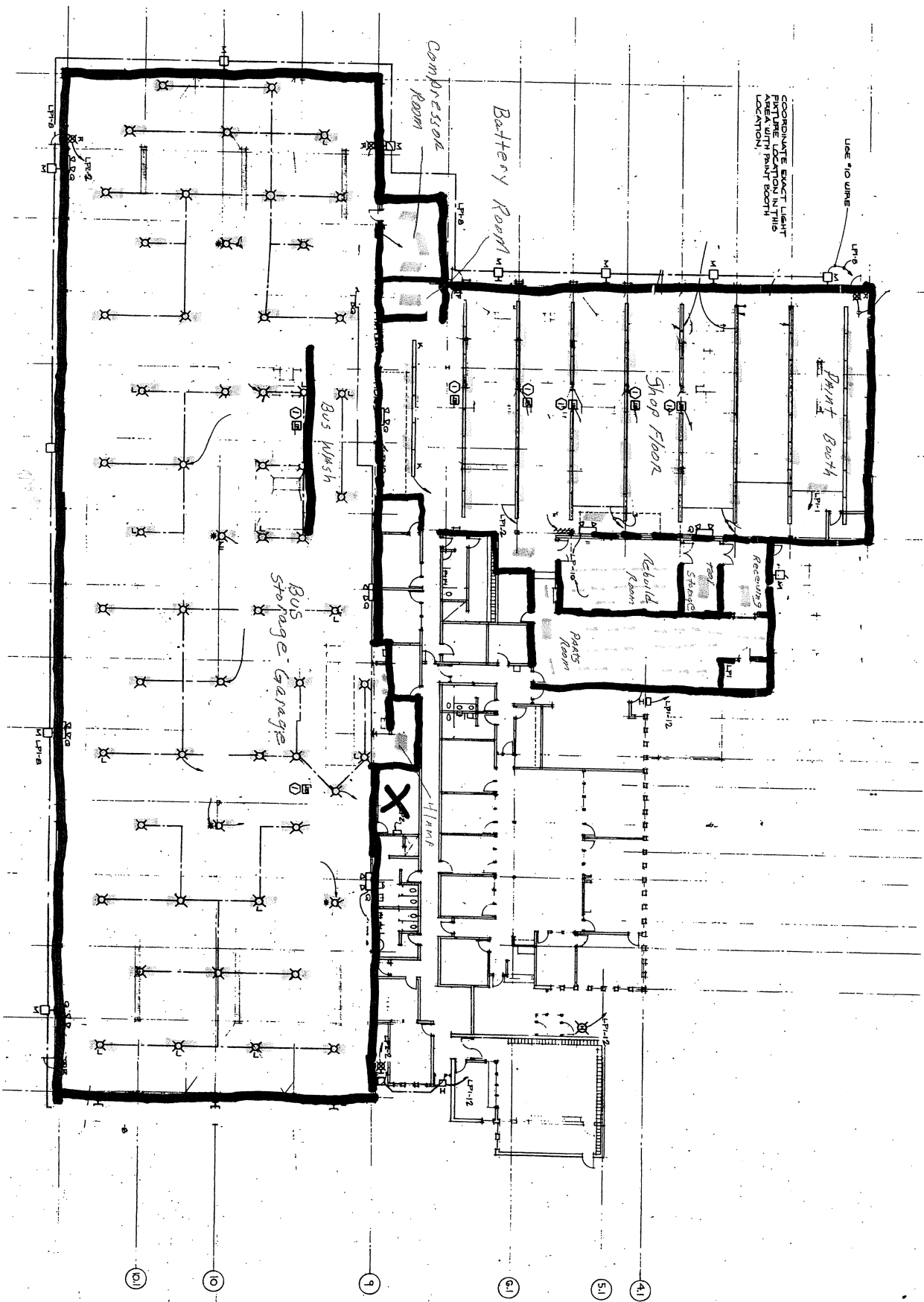
Bay Metro must be provided with a copy of the contractor's liability and workers compensation insurance prior to any work starting.

The responding contractor must include a list of any subcontractors that may be involved with the project.

The contractor shall note in their proposal of any special site preparation or storage requirements for equipment or supplies.

The contractor must provide detailed descriptions of fixtures proposed within their proposal.

All warranties must be listed in the submitted proposal.



# EXHIBIT

## B

3<sup>RD</sup> PARTY CONTRACT

EXAMPLE

## **AGREEMENT**

*THIS AGREEMENT* dated xxx xx, 2025, by and between BAY METROPOLITAN TRANSPORTATION AUTHORITY (“BMTA”), a Michigan statutory authority, with offices at 1510 North Johnson Street, Bay City, Michigan and xxxxx of xxxx xxxxx Street, xxxxxxxx, Michigan  
*NOW THEREFORE*, BMTA and Contractor agree:

**1. BMTA RFP No. 2025-10.** The full and complete terms and conditions as outlined in BMTA RFP No. 2025-10 and incorporated into this Agreement by reference herein.

**2. Description of Work.** The Contractor shall supply the materials and labor more fully described in detail in the “specifications”, which are attached hereto and incorporated herein as Exhibit “A”. This work shall be generally described as the “Lighting upgrade Project”.

**3. Davis-Bacon.** Prevailing Wages which are attached hereto apply and are incorporated herein as Exhibit “B”.

**4. Price and Terms.** BMTA agrees to pay the Contractor \$ xxxxxxx (hereinafter the “contract price”) in the following manner: (1) BMTA shall pay Contractor the contract price within a net thirty (30) days after completion and acceptance by a Bay Metro representative. To allow time for processing of payment, invoice should be received by Bay Metro Transit at least ten (10) days before payment is due.

**5. Commencement and Completion.** Contractor shall commence the project on or before xxxxx xx, 2025 and shall complete the project no later than xxxxx xx, 2025

**6. Warranty.** Contractor shall conduct all work in a reasonable and workmanlike manner, and shall provide BMTA with all warranties. Contractor shall indemnify BMTA for any and all costs associated with enforcing warranties.

**7. Notices.** Until endorsed on this contract to the contrary, each of the parties agrees that notices required in this Contract may be sent to:

BMTA: 1510 North Johnson Street, Bay City, MI 48708;

XXXXXXXXXX: xx.

and when mailed first class, postage prepaid, to the address, shall be binding and conclusively presumed to be served upon said parties. The parties further agree that this clause specifically applies to any action required to enforce this Agreement, including service required under MCR 2.105, unless endorsed on this Agreement to the contrary.

**8. Default.** In the event that a party defaults in the performance of this Agreement, the other party may elect to specifically enforce the obligations herein or take other such action as may be permitted by law.

**9. Attorney's Fees.** Contractor agrees to pay the attorney's fees and costs incurred by BMTA in enforcing any provision of this Agreement.

**10. Enforcement of Agreement.** The failure by BMTA to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision or of the right of BMTA thereafter to enforce each and every provision.

**11. Entire Agreement.** This Agreement contains the entire understanding between the parties hereto and supersedes all prior oral or written agreements, commitments, or understandings. The parties acknowledge and agree that none of them has made any representations with respect to the subject matter of this Agreement except such representations as are specifically set forth herein. No amendment or modification of this Agreement shall be valid or binding unless set forth in writing duly executed by all parties.

**12. Successor.** Subject to the terms and conditions hereof, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, executors, administrators, successors and assigns.

**13. Severability.** The terms of this Agreement are severable so that if any term or condition is invalid or unenforceable, that term will be modified to make it valid and enforceable, or deleted if incapable of being modified, and the rest of this Agreement will remain in full force and effect.

**14. Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Michigan, the rules and regulations of the Federal Transportation Administration and the rules and regulations of the Michigan Department of Transportation.

**15. Forum.** Except as otherwise herein provided, the parties agree that any action brought by either party shall be brought exclusively in the Bay County Circuit or District Court or the United States District Court for the Eastern District of Michigan (in such division serving Bay County, Michigan), if jurisdiction exists in such courts. The parties consent to the jurisdiction of such courts and waive all questions of jurisdiction or venue. Each party specifically waives the right to a jury trial.

**16. Period of Limitation.** Contractor agrees that any action or suit against the BMTA arising out of this Agreement must be brought within One Hundred Eighty (180) days of the event giving rise to the claims or be forever barred. Contractor specifically waives any limitation periods to the contrary.

**17. Third Party Disclaimer.** The parties to this Agreement are undertaking this Agreement solely for the benefit of the parties, and neither party intends to directly benefit any third party, whether specific or potential, nor any class of third parties, whether specific or potential. Any and all third party liability is expressly disclaimed by the parties.

**18. Notification of Current of prospective legal matters that may affect the Federal Government.** The Contractor acknowledges that the provisions of the FTA Master Agreement, Section 39(b), apply to its actions pertaining to this project. Upon execution of the underlying contract, the Contractor certifies or

affirms that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor must notify the Bay Metropolitan Transportation Authority. (1) 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. (2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interest 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.

**The Contractor agrees to include the above clause or similar clause in each subcontract financed in whole or in part with Federal assistance provided by FTA.**

**19. Conflict.** In the event of a conflict between the terms and conditions of the subcontract and the prime contract (xxxxxxxxxxxx), the prime contract prevails

**20. Captions.** The captions contained herein are for convenience only, and shall not be used to define, explain, modify or aid in the interpretation or construction of the contents hereof.

**21. Counterparts.** This Agreement may be executed in counter-parts, each of which shall be treated as an original, but all of which, collectively, shall constitute a single instrument. Facsimile and/or electronic signatures shall be effective as original signatures.

IN WITNESS WHEREOF, the parties do hereby declare and acknowledge that they have carefully read this Agreement, understand its contents, and have signed same as their free act of will.

Dated: \_\_\_\_\_

BAY METROPOLITAN TRANSPORTATION  
AUTHORITY ("BMTA")

By: \_\_\_\_\_  
XXXXXXXXXXXXXX

Its: Board Chairman

By: \_\_\_\_\_  
XXXXXXXXXXXXXX

Its: Board Secretary

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Eric Sprague, General Manager

CONTRACTOR

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Its:

**EXHIBIT**

**C**

**PREVAILING WAGE**



NOTIFICATION OF DAVIS / BACON

PREVAILING WAGE

This project is funded with Federal dollars and is subject to prevailing wages.

In order to keep compliant with the Federal wages Bay Metro Transit will use the services of Michigan Fair Contracting to monitor projects for compliance.

All vendors and agents of vendors or subcontractors must assist and provide all requested information to verify compliance as requested. Failure to comply will result in the cancellation of the project.

Certified payrolls must be furnished prior to Bay Metro Transit paying any invoices for the project.

The most recent published rates as of 2/21/2025 are attached as Exhibit C.

"General Decision Number: MI20250077 02/21/2025

Superseded General Decision Number: MI20240077

State: Michigan

Construction Type: Building

County: Bay County in Michigan.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.</li> </ul>
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.</li> </ul>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/03/2025
1	01/24/2025

02/21/2025

ASBE0047-002 07/01/2024

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 38.00	21.60

BOIL0169-001 01/01/2024

	Rates	Fringes
BOILERMAKER.....	\$ 39.65	35.68

BRMI0009-030 08/01/2024

	Rates	Fringes
BRICKLAYER.....	\$ 35.83	22.18
TILE FINISHER.....	\$ 26.24	21.13
TILE SETTER.....	\$ 31.43	21.13

## FOOTNOTE:

Paid Holiday: Fourth of July, if the worker is employed by the contractor in any period of seven working days before said holiday within the current calendar year.

CARP0706-002 06/01/2024

	Rates	Fringes
CARPENTER, Includes Acoustical Ceiling Installation, Drywall Hanging, Form Work, and Metal Stud Installation.....	\$ 33.11	23.64

CARP1045-003 06/01/2013

	Rates	Fringes
LATHER.....	\$ 24.29	13.66

ELEC0692-001 06/01/2024

	Rates	Fringes
ELECTRICIAN Excludes Low Voltage Wiring.	\$ 37.25	42.29%+10.18

ENGI0324-001 06/01/2024

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 47.28	25.25
GROUP 2.....	\$ 43.93	25.25
GROUP 3.....	\$ 42.25	25.25
GROUP 4.....	\$ 39.57	25.25
GROUP 5.....	\$ 39.57	25.25
GROUP 6.....	\$ 33.37	25.25
GROUP 7.....	\$ 31.23	25.25

## FOOTNOTES:

Crane operator with main boom and jib 300' or longer: \$1.50 per hour above the group 1 rate. Crane operator with main boom and jib 400' or longer: \$3.00 per hour above the group 1 rate.

PAID HOLIDAYS: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

## POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Crane operator with main boom and jib 400', 300', or 220' or longer.

GROUP 2: Crane operator with main boom and jib 140' or longer, tower crane, gantry crane, whirley derrick

GROUP 3: Bulldozer; Concrete Pump; Crane; Grader/Blade; Highlift; Hoist; Roller; Scraper; Stiff Leg derrick; Trencher

GROUP 4: Bobcat/Skid Loader; Broom/Sweeper; Fork Truck (over 20' lift)

GROUP 5: Boom Truck (non-swinging)

GROUP 6: Fork Truck (20' lift and under for masonry work)

GROUP 7: Oiler

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IRON0025-019 06/01/2024

	Rates	Fringes
IRONWORKER		
REINFORCING.....	\$ 33.43	37.15
STRUCTURAL.....	\$ 35.55	35.83

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LAB00334-010 06/01/2024

	Rates	Fringes
LABORER: Landscape and Irrigation		
GROUP 1.....	\$ 28.60	11.60
GROUP 2.....	\$ 26.34	11.60

## CLASSIFICATIONS

GROUP 1: Landscape specialist, including air, gas and diesel equipment operator, lawn sprinkler installer and skidsteer (or equivalent)

GROUP 2: Landscape laborer: small power tool operator, material mover, truck driver and lawn sprinkler installer tender

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LAB01098-009 07/01/2024

Rates	Fringes
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## LABORER

Common or General; Grade  
Checker; Mason Tender -  
Brick/Cement/Concrete;

Pipelayer.....	\$ 26.20	13.45
Sandblaster.....	\$ 27.33	13.45

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PAIN1803-001 06/01/2024

	Rates	Fringes
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PAINTER: Brush, Roller and Spray.....	\$ 27.78	19.05
PAINTER: Drywall Finishing/Taping.....	\$ 28.77	21.77

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PLAS0016-012 04/01/2014

	Rates	Fringes
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CEMENT MASON/CONCRETE FINISHER...	\$ 25.47	12.38
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PLUM0085-003 05/01/2024

	Rates	Fringes
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PIPEFITTER, Includes HVAC Pipe and Unit Installation.....	\$ 45.50	21.75
PLUMBER, Excludes HVAC Pipe and Unit Installation.....	\$ 45.50	21.75

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ROOF0149-003 06/01/2024

	Rates	Fringes
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ROOFER.....	\$ 30.38	19.87
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\* SFMI0669-001 01/01/2025

	Rates	Fringes
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SPRINKLER FITTER (Fire Sprinklers).....	\$ 41.34	27.39
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SHEE0007-009 05/01/2018

	Rates	Fringes
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SHEET METAL WORKER (Including HVAC Duct Installation; Excluding HVAC System Installation).....	\$ 26.83	23.78
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\* SUMI2011-002 02/01/2011

	Rates	Fringes
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ELECTRICIAN (Low Voltage Wiring).....	\$ 17.47 **	3.10
IRONWORKER, ORNAMENTAL.....	\$ 18.48	7.93
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 18.57	6.40

OPERATOR: Tractor.....\$ 19.10	8.48
OPERATOR: Loader.....\$ 15.93 **	8.10
TRUCK DRIVER, Includes Dump and Tandem Truck.....\$ 12.00 **	0.00
TRUCK DRIVER: Tractor Haul Truck.....\$ 13.57 **	1.18

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

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The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

#### Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was

prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

#### Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

#### Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

#### State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which

the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

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#### WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to [davisbaconinfo@dol.gov](mailto:davisbaconinfo@dol.gov) or by mail to:

Branch of Wage Surveys  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to [BCWD-Office@dol.gov](mailto:BCWD-Office@dol.gov) or by mail to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to [dba.reconsideration@dol.gov](mailto:dba.reconsideration@dol.gov) or by mail to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.



Washington, DC 20210.

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END OF GENERAL DECISION"