

LCTA Request for Proposals – BRT Feasibility Study

RFP #25-09-001



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1. LEGAL NOTICE

Thursday, September 18, 2025

Request for Proposals

RFP – BRT Feasibility Study

RFP #25-09-001

1.1 Summary

The Luzerne County Transportation Authority (LCTA) is seeking a consulting firm to conduct a Bus Rapid Transit Feasibility Study to further develop a safe, accessible, and efficient transportation system in the Lackawanna-Luzerne region. The study will consider current transit usage, land use, and future growth to create a scaled, implementable plan for ease of travel by public transit (bus) through the region. Interested firms must submit five (5) hardbound copies, and one flash drive of their proposal containing the proposal and project details, to the LCTA by November 7, 2025, at 2:00 PM EST. The detailed RFP Package can be obtained from the LCTA website, www.lctabus.com or the APA website, www.apa.org technical questions can be directed to Kathleen Bednarek at (570) 288-9356 ext. 203 or kbednarek@lctabus.com.

All proposals must be sealed with label attached and returned to the attention of Kristene Kelly, kkelly@lctabus.com Procurement Manager, Luzerne County Transportation Authority (LCTA) located at 300 S. Pennsylvania Avenue, Wilkes-Barre, PA 18701 by **Friday, November 7, 2025 at 2:00 PM EST.**

1.2 Background About the Lackawanna-Luzerne MPO and Public Transportation:

Using features of the high-level bus rapid transit model outlined in the Lackawanna-Luzerne MPO's Long Range Transportation Plan (LRTP), and considering as stated in the LRTP, "...the next step to advancing BRT in the region is to **perform a study to assess the feasibility of implementing the proposed BRT routes, further refine route alignments, prepare cost estimates, and develop an implementation plan.**" Note: for purposes of this study, the LRTP specified BRT routes may be considered an example and re-evaluated and updated.

Therefore, the project consultant will conduct a study devoting the majority of plan content to aspects of technical and economic feasibility of a BRT system working amongst the transit systems of Luzerne County Transportation Authority (LCTA) www.lctabus.com County of Lackawanna Transit System (COLTS) www.coltsbus.com and City of Hazleton (HPT) <https://www.ridehpt.com>

The goal of this study is to prepare the three (3) regional transit providers for next steps in implementing a correctly scaled BRT system or Express type route for the Scranton-Wilkes-Barre UZA with considerations for future growth. This study can also assess possible impacts to the public transportation network related to restoration of Amtrak service from Scranton, PA to Hoboken, NJ which is currently under consideration. The Lackawanna-Luzerne region is proposed to link direct train service to the New York City metropolitan area starting in 2030 with three roundtrips per day, operating 365 days a year. Background studies including the recently completed LCTA transit development plan will be provided to the selected consultant.

1.3 Timeline

RFP issued: Wednesday, 9/18/25

Deadline for questions and clarifications: Wednesday, 10/15/25 by 2:00pm

Deadline for responses to questions/clarifications: Friday, 10/24/25 by 2:00pm

Proposals due: Friday, 11/7/25 by 2:00pm

Contract Award: December LCTA board meeting

2. INSTRUCTIONS TO PROPOSERS

2.1. Purpose

This solicitation seeks bidders for: RFP - BRT Feasibility Study Consultant. The Contract shall be awarded for one (1) year, commencing in 2026. Bidders must specify a fixed cost for each line item on the **Section 9. Pricing Sheet** herein.

LCTA follows a procurement process that ensures free and open competition and requires that prices be verified as fair and reasonable.

2.2. Terminology

- **Proposal** or **Bid** refers to the document drafted and submitted by the Proposer(s) in response to the Request for Proposal (RFP).
- **Proposer** (also referred to as **Contractor**) refers to the entity submitting the Proposal.
- **LCTA** or **Agency** is the government entity soliciting proposals with this RFP.
- **Request for Proposals** (or **RFP**) refers to the document prepared by LCTA which outlines the scope of work of the Contractor's project and is used to solicit proposals for the project.

2.3. Solicitation Monitoring

Only Proposers who follow the solicitation will receive copies of questions, answers, addenda, and notices.

2.4. Proposal Submission

All proposals are due NO LATER THAN 2:00 pm on Friday, November 7, 2025. Proposals received after the scheduled due date and time for submission will not be accepted. Proposers must submit five hardbound copies of their proposal, and one flash drive. The scheduled due date and time for submission will be scrupulously observed.

LCTA will not be responsible for untimely submissions due to personal or company internet or hardware limitations, settings or restrictions, internet speed, power outage, network connection, or use of a malfunctioning electronic device, or the like. Proposers shall be solely responsible for ensuring the capability of their computer system while responding to this RFP, and for the stability of their internet service. Uploading large documents may take significant time depending on the size of the file(s) and the Internet connection speed that the Proposer is using to submit a response. Failure of the Proposer to successfully submit an electronic Proposal before the deadline indicated herein shall be at the Proposer's sole risk, and no relief will be given for late and/or improperly submitted Proposals.

2.5. Proposal Requirements

Proposals shall be prepared in a clear, concise, and economical manner according to the requirements in the **Proposal Submission (Vendor Forms & Attachments)** section. As Pricing is submitted in a separate section (**Section 9. Pricing Sheet**), pricing information must not be included in the body of the submission. Proposal pages, if applicable, shall be numbered sequentially and include a table of contents with headings that reference relevant page numbers. Any information the Proposer submits is expected to be concise and relevant to the RFP.

Proposals that do not adhere to the requirements of Proposal Submission, are difficult to read or are deemed otherwise illegible by LCTA may be rejected.

2.6. Postponement or Cancellation of Request for Proposals

LCTA reserves the right to cancel, amend, or re-issue this RFP at any time, or change the date and time for submitting proposals, by announcing same prior to the date and time established for Proposal submittal. This Announcement will be made via Notice or Addenda.

2.7. Questions and Requests for Clarification

No oral interpretations as to the meaning of the RFP will be made to any Proposer. Any explanation desired by a Proposer regarding the meaning or interpretation of the RFP or its

contents, questions about the process, and any other requests for clarification of the RFP should be directed to the Procurement department at LCTA prior to the deadline for questions, clarifications, and approved equal requests mentioned above. No other method of submission will be accepted or considered.

Any interpretation or change made will be in the form of a Notice or an addendum to the RFP as appropriate and will be released as promptly as is practicable to all parties who are following the RFP **no later than Friday, October 24, 2025**. All addenda will become part of the RFP and any subsequently awarded Contract. Oral explanations, statements, or instructions given by LCTA before the award of the Contract will not be binding upon LCTA.

2.8. Addenda

Receipt and review of Addenda by each Proposer must be acknowledged in writing to Kristene Kelly, LCTA Procurement Manager.

2.9. Examination of RFP and Contract Documents - Services

Proposers are expected to examine the scope of services required, schedules, and additional instructions, if any. Failure to do so will be at the Proposer's risk. It is the intent of these specifications to provide services of first quality, and the workmanship must be the best obtainable in the various trades. The services, which the vendor proposes to provide, must be high quality in all respects. No advantage will be taken by Contractor or vendor in the omission of any part or detail, which goes to make the services complete. It is the sole responsibility of Contractor to read the scope requirements and understand them.

The submission of a Proposal shall constitute an acknowledgment upon which LCTA may rely that the Proposer has thoroughly examined and is familiar with the solicitation, including any work site identified in the RFP, and has reviewed and inspected all applicable statutes, regulations, ordinances, and resolutions addressing or relating to the services to be provided hereunder. The failure or neglect of a Proposer to receive or examine such documents, work sites, statutes, regulations, ordinances, or resolutions shall in no way relieve the Proposer from any obligations with respect to its Proposal or to any Contract awarded pursuant to this RFP. No claim for additional compensation will be allowed which is based on lack of knowledge or misunderstanding of this RFP, work sites, statutes, regulations, ordinances, or resolutions.

2.10. Cost of Proposals

LCTA is not liable for any costs incurred by Proposers in the preparation, presentation, testing, or negotiation of Proposals submitted in response to this solicitation.

3. QUALIFICATIONS AND SCOPE OF WORK

3.1 Consultant Qualifications

The selected consultant should provide a multidisciplinary team with experience in developing BRT Feasibility Plans, led by a Project Manager with a planning background and experience working with government agencies in Pennsylvania. The team should include experts in transit planning, GIS, engineering, public participation, and outreach, as well as professionals familiar with Title VI and ADA and virtual meeting facilitation. The team should be able to collect and incorporate input from diverse stakeholders in Lackawanna and Luzerne Counties to develop a plan geared towards the region's unique needs.

3.2 Evaluation of Proposals and Selection Process

The selection process will commence following the **proposal submission deadline date of Friday, November 7, 2025**. The PPC will review all submissions and produce a short list of prospective consultants. A Selection Committee (SC) may consist of representatives from each county's planning commission. The SC will review the recommended proposals made by the PPC and make the final proposal selection. The prospective consultants may be invited to a hybrid in-person/virtual interview as part of this process.

The contract and Scope of Work for the selected consultant team will be finalized through negotiation with LCTA. The final contract will mirror the parameters and details contained in the RFP. **The project timeline is expected to be a base of 12 months, from January 1, 2026, to December 31, 2026.** Proposers must submit one (1) original, five (5) hardbound copies, and one flash drive of their proposal, with a minimum of 12-point font and 1-inch margins. Proposals can be up to 30 pages not including an appendix (firm and staff resumes as part of experience and qualifications are excluded from this page maximum) and must include the following:

1. Cover Letter: The cover letter shall provide a description of the consulting firm, its planning team, and the location of the offices/workspace(s) in which the work on the plan will be conducted. The letter shall briefly state the consultant understands the services to be provided and verify the ability of the firm to undertake and complete the plan. The letter shall name the individual(s) who will serve as the primary contact(s) for matters relating to the proposal and shall be signed by the individual authorized to commit the firm to the project.
2. Project Understanding: A written Statement of Project Understanding must be submitted to clearly demonstrate that the consultant understands the scope and intent of the project

and has a solid grasp of the IJJA provisions, and all other applicable State and Federal rules and regulations.

3. Experience and Qualifications: A discussion of the experience and qualifications of the consultant and any subcontractor(s) needed to complete the project will be provided.

4. Project Personnel: A list of key project personnel for the consultant and any subcontractor(s) will be provided. It should also include a description of each person's experience and qualifications to perform the tasks to which they will be assigned. An organizational chart showing team members, their responsibilities, and line of communication shall also be included in this section.

Resumes for key personnel shall be included as an appendix.

5. Project References: Project summaries of up to 10 projects currently underway and those successfully completed by the consultant and any subcontractor(s) within the last ten (10) years will be provided. Each project reference shall identify the project by name and include the client's name, point of contact, and telephone number. It will describe the services provided and include the estimated or actual date of completion. These projects should be cross referenced to the key staff that are being proposed for this project.

6. Technical Proposal: The consultant shall provide a written work program that presents the consultant's technical approach to the project requirements and the techniques and methodologies to be used to complete the Scope of Work.

3.3. Scope of Work (Project Tasks & Deliverables)

- **Project Schedule**

The consultant shall provide a detailed project schedule identifying the anticipated duration and relationship of tasks identified in the Scope of Work, highlighting interim and project completion milestones.

Cost Proposal

- The firm shall provide a detailed budget breakdown of costs by project task, and a summary of non-labor costs and reimbursable expenses in addition to the summary pricing sheet.
- The consultant shall provide an hourly rate of all personnel involved in the preparation of the project and shall bill at actual cost with an itemized listing up to the total budget that the consultant proposes. The consultant must guarantee this price for at least 90 days from the date of proposal submission. **This cost proposal/pricing sheet must be in a separately sealed envelope and clearly identified as the cost proposal.** There can be NO REFERENCE to cost in the technical proposal. Failure to follow this requirement will result in automatic disqualification.

- The pricing sheet should also include expenses regarding preparation and copying for the following work products:
 - Five (5) bound copies of the BRT Feasibility Study & one (1) flash drive.
 - PDF printable format on flash drive.
 - PowerPoint presentation on flash drive.

Technical Proposal

Background:

LCTA recently completed a transit development plan and is in the process of implementing that plan. Consultants should use and build on the data collected and analyzed during the development of the transit development plan project.

Task 1: Assessment of Conditions

Existing conditions and Future Considerations

- Existing transit network analysis (frequency, spans, ridership, productivity, etc.)
- Land use characteristics (markets for transit) and zoning
- Review of existing MPO plans and transit plans – Long Range Plan(s) and Comprehensive Plan
- Review of BRT best practices for similar communities
- Review of emerging BRT technologies
- Review of Amtrak service planned for Scranton

Task 2: Community Assessment Strategy and Methodology

- Stakeholder workshop on goals, vision, and proposed BRT service standards
- Community engagement through online content, in-person public meetings and survey. The consultant is expected to propose a methodology for community engagement to achieve meaningful input from the community and key stakeholders.

Administration and Meeting Schedule:

Vision Goal and Objectives: Connecting to Communities

LCTA suggests a committee type structure to advise the BRT feasibility study development and to promote collaborative stakeholder input.

Stakeholder Committee

- Transit Providers: LCTA, COLTS, and HPT
- Lackawanna-Luzerne MPO
- Luzerne County Planning Commission
- Lackawanna County Regional Planning Commission
- PennDOT District 4-0
- PennDOT Bureau of Public Transportation (BPT)
- Cities of Hazleton, Scranton, and Wilkes-Barre
- Other municipal staff and elected officials
- Chambers of Commerce
- Major employers
- Housing authorities
- Senior services
- Workforce development organizations
- Community/neighborhood organizations

The Stakeholder Committee will meet four (4) times throughout the plan preparation. Stakeholders will meet periodically at the request of the planners. Meetings for the general public will be held in both Counties. The meetings may be in person or virtual or some combination of the two. The consultant should propose their approach to holding these meetings and maximizing input. It is envisioned that these meetings will be held to gather input in the development/rating of alternatives.

Task 3: Development of Alternatives.

Proposers must develop alternatives for BRT and Express bus connecting the City of Scranton, Wilkes-Barre and Hazleton. It is suggested that three (3) alternatives be developed including Alignment, level of service, stations or stops, amenities and connections to local bus services. The alternatives should include planning level cost estimates.

Task 4: Assessment: Technical Criteria and Rating of Corridors

Proposers must work with the committee to rate the alternatives. This task involves screening corridors based on high-level criteria that align with the community's vision and goals for BRT service, using scoring criteria that reflect the community's transit goals.

For the BRT feasibility study, we suggest the following technical criteria be considered when evaluating transit propensity for potential BRT corridors and in scoring corridors:

- Existing transit ridership
- Trip generators
- Demographics
- Affordable housing
- Planned growth
- Roadway Network Compatibility
 - Linearity

- Continuity
- Mixed uses
- Right-of-way
- Connection to other modes
- Other criteria identified by the consultant or the committee

The consultant will work with the Committee to review and recommend a preferred alternative for further consideration.

Task 5: Next Steps and Implementation/Funding Plan

The consultant should prepare a draft action plan to implement the preferred alternative including steps to implement it as well as a funding strategy.

Deliverables

- Feasibility Study and Financial Evaluation
- Map of Regional BRT or Commuter Route

4. PROPOSAL EVALUATION AND CONTRACT AWARD

4.1. General

LCTA shall employ the Scored Criteria-Based Selection in a Negotiated Purchase Method in making the award for this procurement. See the Evaluation Criteria section for information that will be evaluated. Proposers will be required to submit supporting documentation on the technical aspects and cost. The Evaluation Committee may elect to interview proposers to clarify their proposals and/or for the Proposers to make oral presentations. If interviews, presentations, or negotiations are held, the evaluation team may reevaluate the proposals of those firms interviewed. LCTA expects all offerors to fully cooperate with its evaluation process. The contract will be awarded to the responsive and responsible bidder with the highest score that is in the best interest of LCTA.

LCTA may ask providers to do a virtual interview instead of in-person. All correspondence will come from LCTA's Procurement Manager for interview scheduling.

4.2. Eligibility for Award

For a Proposer to be eligible for award, Proposers must be deemed both responsive and responsible.

- Responsive Proposals are those complying in all material aspects of the solicitation, both as to the method and timeliness of submission and as to the substance of the provided submission. Proposals that do not comply with all the terms and conditions of the solicitation may be rejected as non-responsive.
- Responsible Proposers are those prospective Proposers who, at a minimum according to 49 U.S.C. Section 5325, must:
 - Have adequate financial resources, as required during performance of the Contract.
 - Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing business commitments.
 - Have a satisfactory record of past performance.
 - Have necessary technical capability to perform.
 - Certify that they are not on the U.S. Comptroller General's list of ineligible Proposers.
 - Are qualified as a manufacturer or regular provider of the equipment being offered.
 - Are otherwise qualified and eligible to receive an award under applicable laws and regulations.

4.3. Single Proposal Response

LCTA may award a contract to a single Proposer provided that an analysis can be completed which documents the price is fair and reasonable. Price analysis will be used when price reasonableness cannot be established based on catalog or market price of a commercial product sold in quantity or set by law or regulation. A cost analysis is required in all other cases of single Proposal evaluation.

FTA Circular 4220.1F specifies that single Proposals must be considered as non-competitive negotiations and negotiated procurement procedures must be followed.

4.4. Cost or Price Analysis

LCTA reserves the right to conduct a cost or price analysis for any purchase. LCTA may be required to perform a cost analysis when competition is lacking for any purchase. Sole source procurements which result in a single Proposal being received will be subject to a

cost analysis which will include the appropriate verification of cost data, the evaluation of specific elements of costs and the projection of data to determine the effect on Proposal prices. LCTA may require a Pre-Award Audit and potential Proposers shall be prepared to submit data relevant to the proposed work which will allow LCTA to sufficiently determine that the proposed price is fair, reasonable, and in accordance with Federal, state, and local regulations. Procurements resulting in a single Proposal will be treated as a negotiated procurement and LCTA reserves the right to negotiate with the single Bidder to achieve a fair and reasonable price. If a negotiated price cannot be agreed upon by both parties, LCTA reserves the right to reject the single Proposal. Contract change orders or modifications will be subject to a cost analysis.

4.5. Award and Proposal Approval

The proposals will be evaluated by a Selection Committee established by LCTA. Award will then be made to the responsive, responsible Proposer whose proposal best meets the requirements of the RFP, and will be the most advantageous to LCTA with respect to the criteria listed above, as evaluated by LCTA's Selection Committee.

LCTA reserves the right to reject any or all proposals, to accept other than the lowest price proposal, to negotiate separately with any source whatsoever, and to accept the proposal considered to be most advantageous to LCTA. LCTA reserves the right to select the contractor based on proposals received without seeking further information or clarification from proposers.

Upon review of the proposals, the staff will designate the most qualified proposers as finalists. These finalists may be invited to make an oral/visual presentation and participate in a question-and-answer session to clarify their proposal with the LCTA Selection Committee members. **If interviews or presentations are held, each of the proposers in the competitive range will be afforded the opportunity to amend their proposal and the Selection Committee members may choose to re-evaluate their scores.** The Selection Committee may also request that all finalists submit their best and final offer. The best and final offers will then be evaluated using the same criteria as for the initial proposals, and

the rankings adjusted. If there is one (1) proposal that is the most advantageous offer for LCTA, then an award may be made to that proposer. If not, LCTA reserves the right to request another best and final offer.

Once the Selection Committee determines the Proposal which is most advantageous to LCTA, the proposal, including pricing, specifications and term of Contract, would then be presented to LCTA's Executive Committee for approval.

4.6. Contract Negotiation and Finalization

Once approval has been obtained by the Selection Committee, LCTA's Procurement Manager, Executive Director and LCTA's Solicitor will begin gathering any remaining documentation and begin Contract negotiations. The award is considered pending during Contract negotiations and will not be formally announced until negotiations have ceased and the document signed.

If the LCTA staff is unable to negotiate a satisfactory contract with the first-ranked proposer at a fair and reasonable price, negotiations will be formally terminated. Negotiations would be undertaken with the second-ranked proposer, and so on, until a satisfactory contract could be negotiated.

Formal Contract award will occur when LCTA signs the Contract and issues a Purchase Order. No other act of LCTA shall constitute Contract award.

4.7. Notice to Proceed

The Contract will serve as the formal Contract award, will establish the Contract value and incorporate the terms of this document but will not be the authorization for Contractor to proceed. When LCTA's Procurement Manager provides copies of the signed Contract to all parties, and finalizes the award to notify all vendors publicly, this will constitute a Notice to Proceed to Contractor.

5. EVALUATION CRITERIA

The Evaluation Committee will evaluate the proposals in accordance with the criteria set forth below. The total evaluation points, as separately determined by each team member, will be added and each proposer will be ranked in numerical sequence, from the highest to the lowest score. LCTA may then select the proposal that is considered the most advantageous.

1. Total Contract Price (Pricing sheet is separate document from Technical Proposal)

For transparency on the lump sum total, complete the "Pricing Sheet" with all requested prices as stated in the table (failure to include everything requested will deem your submission non-responsive and your proposal may not be evaluated).

NOTE: proprietary pricing sheets may be submitted for clarification ONLY and will not be evaluated as part of the formal proposal.

Scoring Method: Points Based

Weight (Points): 34 (34% of Total)

2. Project Understanding and Competency

Proposer must provide brief narrative presentations of their understanding of evaluating BRT or route planning projects for other transit agencies of LCTA's size, their direct knowledge and understanding (or demonstration of an ability to learn) the most beneficial strategies for LCTA specifically, and their ability and competency to implement those strategies in the future.

Scoring Method: Points Based

Weight (Points): 28 (28% of Total)

3. Proposed Solution

Ability of the respondent to complete the tasks outlined in the scope.

Scoring Method: Points Based

Weight (Points): 26 (26% of Total)

4. Technical Capacity

Proposer must provide an overview and description of the team that will be working with LCTA, including resumes for each Key Team Member. Proposer must also provide a brief narrative explanation as to proposer's availability to take on LCTA as an ongoing client for the desired term of the contract.

Scoring Method: Points Based

Weight (Points): 12 (12% of Total)

6. GENERAL TERMS AND CONDITIONS

This study is funded in part by a Pennsylvania Department of Transportation (PennDOT) Technical Assistance grant. Project signs: all reports, maps, and other documents completed as part of the project other than documents prepared exclusively for the grantees' internal use, and all project signs must contain an appropriate notice of financial assistance provided by PennDOT.

7. PROPOSAL SUBMISSION (VENDOR FORMS & ATTACHMENTS)

Failure to Submit Any of the Following Documents May Render Your Proposal Non-Responsive Proposal Submission: Complete the following checklist indicating that the documents required for this proposal are enclosed.

1. Company Authorized Representative*

Please enter the full name of Authorized Company Representative submitting this proposal.

*Response required

2. What is the FEI/FIN Number?*

Please enter your FEI/FIN Number.

*Response required

3. Is the Company a Disadvantaged Business Enterprise?

If so, attach your certificate.

4. Technical Proposal*

Include the following:

1. Proposer Experience and Key Staff Resumes
2. Project Plan/SOW
3. Timeline
4. References

*Response required

5. Notice of Exception*

LCTA intends to award a Contract based on the terms, conditions, and attachments contained in this RFP. Bidders are strongly advised not to take any exceptions. Bidders shall

submit Proposals which respond to the requirements of the RFP. An exception is not a response to an RFP requirement. If an exception is taken, a "Notice of Exception" must be submitted in this field. The "Notice of Exception" must identify the specific point or points of exception and provide an alternative.

Proposers are cautioned that exceptions to the terms, conditions, and attachments may result in rejection of the Proposal.

If Proposer is not requesting any exceptions to this RFP, type "N/A" in this field.

*Response required

6. Evidence of Insurability *

Evidence of the following coverage

1. Bureau of Worker's Compensation Certificate
2. Employer Liability Insurance Certificate
3. Commercial General Liability Insurance Certificate
4. Commercial Auto Liability Insurance Certificate
5. Proposer's Warranty Information (as required)

*Response required

7. References

Please provide three (3) references that we are permitted to contact in the event your proposal is selected.

9.1. Reference 1*

Name:

Company/Project:

Phone Number:

Email Address:

*Response required

9.2. Reference 2*

Name:

Company/Project:

Phone Number:

Email Address:

*Response required

9.3. Reference 3*

Name:

Company/Project:

Phone Number:

Email Address:

*Response required

9.4. Additional Documents

Please upload any additional documents here.

8. VENDOR FORMS & ATTACHMENTS

THE UNDERSIGNED ACKNOWLEDGES **RECEIPT** OF THE FOLLOWING ATTACHMENTS TO THE RFP:

Attachment A: Price Proposal Form

Attachment B: Americans with Disabilities Act Compliance

Attachment C: Affidavit of Non-Collusion

Attachment D: Contractor Integrity

Attachment E: Affidavit of Disadvantaged Business Enterprises (DBE)

Attachment F: Debarment Certification

Attachment G: Federal Lobbying Certification

Attachment H: Federal Nondiscrimination & Equal Opportunity

Attachment I: Proposer's Requests, Questions & Clarifications Form

ATTACHMENT A

9.PRICING SHEET

LCTA BRT FEASIBILITY STUDY PRICING SHEET			[INSERT YOUR FIRM'S NAME]
LINE ITEM	DESCRIPTION	UNIT TYPE	UNIT COST SUBMITTED BY FIRM
1	FEES – OFFEROR'S COST MUST BE A FIXED PRICE FEE AND INCLUDE ALL SERVICES AND DELIVERABLES	TOTAL	
2	AVERAGE HOURLY RATE USED BY FIRM'S PERSONNEL USED TO DETERMINE FEES	HOURLY RATE	
3	TRAVEL EXPENSES	TOTAL	
4	MISCELLANEOUS EXPENSES NOT APPLICABLE TO ABOVE PRICING CATEGORIES	TOTAL	
TOTAL			

This cost proposal/pricing sheet must be in a separately sealed envelope and clearly identified as the cost proposal. There can be NO REFERENCE to cost in the technical proposal. Failure to follow this requirement will result in automatic disqualification.

ATTACHMENT B: AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

- 1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- 2) U.S. DOT regulations, "Nondiscrimination on the basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- 3) U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 49 C.F.R. Part 38;
- 4) Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and
- 5) Local Government Services," 28 C.F.R. Part 35;
- 6) DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- 7) General Services Administration regulations, "Installation and Alteration of Public Buildings,"
- 8) "Accommodations for the Physically Handicapped," 41 C.F.R. Part 101-19;
- 9) Equal Employment Opportunity Commission (EEOC) "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- 10) Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F;
- 11) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194; and
- 12) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609.

DATE: _____ FIRM NAME: _____

BY

SIGNATURE & TITLE: _____

ATTACHMENT : AFFIDAVIT OF NON-COLLUSION

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

1. That I am the Proposer (if the Proposer is an individual), a partner in the proposing (if the Proposer is a partnership) or an officer or employee of the proposing corporation having authority to sign on its behalf (if the Proposer is a corporation);
2. That the attached Proposal or Proposals have been arrived at by the Proposer independently and have been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the Request for Proposal designed to limit independent Proposing or competition;
3. That the contents of the Proposal or Proposals have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer or its surety on any bond furnished with the Proposal or Proposals and will not be communicated to any such person prior to the official opening of the Proposal or Proposals; and
4. That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Signed: _____

Company Name: _____

Subscribed and sworn before me

This _____ day of _____ 20____.

Notary Public

My commission expires: _____

Proposer's E. I. Number: _____
(Employer's Quarterly Federal Tax Return No.)

ATTACHMENT : CONTRACTOR INTEGRITY

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

1. Contractor shall maintain the highest standards of integrity during the performance of this agreement and shall take no action in violation of state or federal laws or regulations, or other requirements applicable to the Contractor or that govern contracting with the Commonwealth of Pennsylvania ("Commonwealth") and/or LCTA.
2. Contractor, its affiliates, agents and employees shall not influence, or attempt to influence, any LCTA or Commonwealth employee to breach the standards of ethical conduct for employees or to breach any other state or federal law or regulation.
3. Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a LCTA or Commonwealth official or employee or to any other person at the direction or request of any LCTA or Commonwealth official or employee.
4. Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a LCTA or Commonwealth official or employee, the acceptance of which would violate the applicable code of conduct or any statute, regulation, statement of policy, management directive or any other published standard of LCTA or the Commonwealth.
5. Contractor, its affiliates, agents and employees shall not, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any official or employee of LCTA or the Commonwealth.
6. Contractor, its affiliates, agents, employees or anyone in privity with him or her shall not accept or agree to accept from any person, any gratuity in connection with the performance of work under the contract, except as provided in the contract.
7. Contractor shall not have financial interest in any other contractor, subcontractor or supplier providing services, labor, or material on this project, unless the financial interest is disclosed to LCTA in writing at the time of bid or proposal submission and LCTA consents to the Contractor's financial interest prior to LCTA execution of the contract.
8. Contractor, its affiliates, agents and employees shall not disclose to others any information, documents, reports, data, or records provided to, or prepared by, Contractor under this contract, or secured by Contractor from a third party in connection with the performance of this contract, without the prior approval of LCTA, except as required by the Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104; necessary for purposes of Contractor's internal assessment and review; or otherwise required by law.
9. Contractor certifies that neither it nor any of its officers, directors, associates, partners, limited partners or individual owners has not been officially notified of, charged with, or convicted of the commission of embezzlement, theft, forgery, bribery or destruction of public records; commission of fraud or other improper conduct associated with obtaining,

attempting to obtain or performing a public contract; violation of any federal or state law regulating campaign contributions; violation of any federal or state environmental law; violation of any federal or state law regulating hours of labor, minimum wage standards or prevailing wage standards, discrimination in wage, or child labor violations; violation of any federal or state law prohibiting discrimination in employment; debarment by any agency or department of the federal government or by any other state. Contractor acknowledges that LCTA may, at its sole discretion, terminate the contract for cause upon such notification or when LCTA otherwise learns that contractor has been officially notified, charged or convicted.

10. Contractor shall comply with requirements of the Lobbying Disclosure Act, 65 Pa.C.S. § 13A01 et seq., and the regulations promulgated pursuant to that law.
11. When Contractor has reason to believe that any breach of ethical standards as set forth in law or in these provisions has occurred or may occur, Contractor shall immediately notify the LCTA contracting officer in writing.
12. Contractor, by submission of its bid or proposal and/or execution of this agreement and by the submission of any bills or invoices for payment pursuant to the contract, certifies and represents that it has not violated any of these contractor integrity provisions with the submission of the bid or proposal, during any contract negotiations or during the term of the contract.
13. Contractor shall cooperate with the Luzerne County Controller or the Office of State Inspector General in its investigation of any alleged LCTA or Commonwealth employee breach of ethical standards and any alleged Contractor non-compliance with these provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the request of the Controller or the Inspector General, shall provide or make promptly available for inspection and copying, any information of any type or form deemed relevant by the Controller or the Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refers to or concern this contract.
14. For violation of any of the above provisions, LCTA (or Commonwealth, if applicable) may terminate this and any other agreement with the Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all additional costs and expenses incurred to debar and suspend the Contractor from doing business with LCTA or Commonwealth. These rights and remedies are cumulative, and the use or no-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those LCTA and the Commonwealth or LCTA may have under law, statute or regulations.
15. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this paragraph:
 - a. "Confidential information" means information that is not already in the public domain; is not available to the public upon request; is not or does not become generally known

to the Contractor from a third party without an obligation to maintain its confidentiality; has not become generally known to the public through an act or omission of the Contractor; or has not been independently developed by Contractor without the use of confidential information of the Commonwealth of Pennsylvania or LCTA.

- b. "Consent" means written permission signed by a duly authorized officer or employee of the Commonwealth or LCTA, provided that where the material facts have been disclosed, in writing, by pre-qualification, bid, proposal or contractual terms, LCTA shall be deemed to have consented by virtue of execution of this contract.
- c. "Contractor" means the individual or entity that has entered into this agreement with LCTA, including those directors, officers, partners, managers and owners having more than five percent (5%) interest in the Contractor.
- d. "Financial Interest" means:
 - (1) Ownership of more than five (5%) percent interest in any business; or
 - (2) Holding a position as an officer, director, trustee, partner, employee or holding any position of management.
- e. "Gratuity" means tendering, giving or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment or contracts of any kind.
- f. "Immediate family" means a spouse and any unemancipated child.
- g. "Political contribution" means any payment, gift, subscription, assessment, contract, payment for services, dues, loan, forbearance, advance or deposit of money or any valuable thing, to a candidate for public office or to a political committee, including but not limited to a political action committee, made for the purpose of influencing any election in the Commonwealth of Pennsylvania or for paying debts incurred by or for a candidate or committee before or after any election.

CONTRACTOR: _____

BY: _____
Signature

Print Name

Date

ATTACHMENT : AFFIDAVIT OF DISADVANTAGED BUSINESS ENTERPRISES (DBE)

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

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

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

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

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

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

AFFIANT: _____

DATE: _____

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

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

(Notary Public)

My Commission Expires _____ (SEAL)

STATE OF: _____

COUNTY/CITY OF: _____

ATTACHMENT : DEBARMENT CERTIFICATION

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

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by the Commonwealth, the Federal Government or other states. Reference 49 CFR Part 29, Executive Order 12549.

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

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

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

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

Signature: _____ Date: _____

Title: _____

Firm: _____

ATTACHMENT : FEDERAL LOBBYING CERTIFICATION

The undersigned certifies to the best of his/her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of ANY federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) 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 Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By: _____
(Signature of Company Official)

(Date)

(Official's Title)

**ATTACHMENT H: FEDERAL NONDISCRIMINATION AND EQUAL
EMPLOYMENT OPPORTUNITY CLAUSES**

1. **Selection of Labor:** During the performance of this contract, the Contractor shall not discriminate against labor from any other State, possession, or territory of the United States.
2. **Employment Practices:** The Contractor agrees as follows:
 - a. 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 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 employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the State highway department setting forth the provisions of this nondiscrimination clause.
 - b. 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.
 - c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement, contract or understanding, a notice advising said labor union or workers' representative of its commitments under Section 202 of Executive Order 11246 of September 24, 1965 and agrees to post copies of the notice in conspicuous places available to employees and applicants for employment.
 - d. The Contractor and its subcontractors will comply with all applicable EEO requirements of U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 *et seq.*, (implementing Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC 2000 (e), and any Federal statutes, executive orders, regulations, and policies affecting construction undertaken as part of the project.
 - e. For construction contracts, or modifications to such contracts, in excess of \$10,000, to be performed in geographical areas designated by the Office of Federal Contract Compliance Programs, and in construction subcontracts in excess of \$10,000 necessary in whole or in part to the performance of non-construction contracts and subcontracts covered by EO11245, standard Federal Equal Employment Opportunity construction contract specifications shall be incorporated into the contract by LCTA or by the Contractor into its subcontracts, as applicable.
 - f. The Contractor will furnish all information and reports required by EO 11246, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records and accounts by the FTA and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
 - g. In event of noncompliance with nondiscrimination clauses of this Contract or with any other such provisions, the Contract may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Federally-assisted contracts, and any other such sanctions may be imposed or remedies invoked as provided by EO 11246, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
 - h. The Contractor will include the provisions of Appendix A, Section 2 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor 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 Secretary of Labor or the FTA may direct to enforce such provisions, including sanctions for noncompliance. However, in the event a 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.

3. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment** - The Contractor agrees as follows:
- a. The Contractor shall comply with Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49, CFR Part 21, as amended from time to time (hereinafter referred to as the "Regulations") which are herein incorporated by reference and made a part of this contract.
 - b. The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex or national origin in the selection and retention of subcontractors including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in discrimination prohibited by section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in the Regulations.
 - c. All solicitations by the Contractor, either by competitive bidding or negotiation, for work to be performed under a subcontract, including procurement of materials or lease of equipment, shall include notice to each potential subcontractor or supplier of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex or national origin.
 - d. The Contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Secretary of Labor or the FTA to be pertinent to ascertain compliance with such Regulations or directives. If any information required of the Contractor is in exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the Secretary of Labor, or the FTA as appropriate, and shall set forth what efforts it has made to obtain the information.
 - e. In the event of the Contractor's noncompliance with the nondiscrimination provisions of the Contract, the Secretary of Labor or the FTA shall impose such contract sanctions as appropriate including, but not limited to withholding of payments to the Contractor under the Contract until the Contractor complies and/or cancellation, termination or suspension of the Contract, in whole or in part.
 - f. The Contractor shall include the provisions of Appendix A, Section 3 in every subcontract, including those for procurement of materials and lease of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontractor procurement as directed by the Secretary of Labor or the FTA as a means of enforcing such provisions, including sanctions for noncompliance. In the event the Contractor becomes involved in, or is threatened by a subcontractor or supplier with, litigation as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

"Contractor," wherever used above, shall also include: engineer, consultant, researcher, governmental, corporate or other entity, its successors and/or assignees, as may be appropriate and permissible hereunder.

I hereby agree to comply with all provisions of Federal nondiscrimination and EEO laws and regulations.

Bidder Authorized Representative

Date

ATTACHMENT I: PROPOSER'S REQUESTS, QUESTIONS AND CLARIFICATIONS FORM

Information Technology

All requests, questions and clarifications must be submitted in writing and received on or before 2 p.m., October 15, 2025. Proposers shall use the following form:

Name of Company/Individual: _____

Nature of Company (partnership, corporation, etc.): _____

Contact Person: _____

Phone #: _____ E-mail: _____

Company's Mailing Address: _____

REQUESTS/COMMENTS/QUESTIONS/CLARIFICATIONS (attach additional sheets as necessary):

I certify that neither I, nor my company, are on the Comptroller General's list of ineligible bidders; and that we have not been prohibited from doing business with the Commonwealth of Pennsylvania or its agencies/subdivisions.

Owner/Partner/Officer _____ Date _____

Submit this completed form by 2 p.m., October 15, 2025 to: kkelly@LCTAbus.com



ATTACHMENT

Name of Bidder

Contract/Invitation/Request Number: _____

CERTIFICATION TO FEDERAL GOVERNMENT REQUIRED CLAUSES (FTA)

AFFIRMATION OF THE BIDDER'S AUTHORIZED REPRESENTATIVE

Name of Bidder: _____

Name and Relationship of Authorized Representative: _____

BY SIGNING BELOW, on behalf of the Bidder, I declare that the Bidder has duly authorized me to make this certification and bind the Bidder's compliance. Thus, the Bidder agrees to comply with all Federal statutes and regulations, and follow applicable Federal directives, and comply with the requirements of these clauses as indicated on the ensuing pages, Federal Government Required Clauses (FTA).

The Bidder affirms the truthfulness of this certification it has made, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31 apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. 1001 apply to any certification, assurance, or submission made in connection with a Federal public transportation program authorized in 49 U.S.C. Chapter 53 or any other statute.

In signing this document, I declare that the foregoing certification and any other statements made by me on behalf of the Bidder are true and correct.

Signature: _____ Date: _____

Name (print) _____
Authorized Representative of Applicant



FTA Required Clauses

1. No Federal Government Obligations to Third Parties
2. Program Fraud and False or Fraudulent Statements or Related Acts
3. Access to Records and Reports
4. Federal Changed
5. Termination
6. Civil Rights (title VI, ADA, EEO except special DOL EEO clause for construction projects)
7. Special DOL EEO Clause for Construction Projects
8. Veteran Employment Preference
9. Disadvantaged Business Enterprise (DBE's)/Prompt Payment
10. Incorporation of Federal Transit Administration (FTA) Terms
11. Government-wide Debarment and Suspension
12. Buy America
13. Breaches and Dispute Resolution
14. Lobbying
15. Environmental Standards and Practices
16. Energy Conservation
17. Cargo Preference
18. Fly America Requirements
19. Davis-Bacon Act and Copeland Anti-Kickback Act
20. Contract Work Hours and Safety Standards Act
21. Bonding Requirements
22. Seismic Safety
23. Transit Employee Protective Arrangements
24. Charter Service/School Bus Operations
25. Drug and Alcohol Abuse Testing
26. Patent and Rights Data
27. Conformance with ITS National Architecture
28. Access Requirements for Persons with Disabilities
29. Safe Operation of Motor Vehicles
30. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

FTA REQUIRED CLAUSES FOR THIRD PARTY CONTRACTORS AND SUB-AGREEMENTS

In order for LCTA to use FTA financial assistance to purchase/conduct capital projects LCTA, and the third party contractor(s) qualified to perform these projects, must comply with all applicable Federal requirements. FTA's Master Agreement contains a current description of statutory and regulatory requirements that may affect LCTA's procurement. Appendix D of FTA Circular 4220.1F contains matrices of the list of clauses and their appropriate uses in different procurement types. These clauses are not required for micro purchases, except for construction related contracts over \$2000 where Davis-Bacon is a requirement.

1. No Federal Government Obligation to Third Parties

(Applicable to ALL Contracts, except micro-purchases)

(1) Acknowledgment of Limited Federal Role: 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, the contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) Flow-Down Requirement: The contractor agrees to include the above clause in each subcontract financed in whole or in part with FTA assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

2. Program Fraud and False or Fraudulent Statements or Related Acts (Applicable to ALL Contracts, except micro-purchases)

(1) Civil Fraud: 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.

(2) Certification of Truthfulness: Upon execution of the underlying contract, the Contractor certifies and 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 FTA-assisted project for which this contract work is being performed.

(3) Penalties for False Information: In addition to other penalties that may be applicable, the Contractor acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the U.S. Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on the Contractor to the extent the U.S. Government deems appropriate.

(4) Criminal Fraud: If the Contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the U.S. Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the U.S. Government deems appropriate.

(5) Flow-Down Requirement: The Contractor shall include the above clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

3. Access to Records and Reports (Applicable to ALL Contracts, except micro-purchases)

1. **Record Maintenance:** The contractor agrees to maintain satisfactory records of each project and activities related in whole or in part to its award, the accompanying underlying agreement, and any amendments thereto to the extent FTA requires, including, but not limited to:

- Financial records, including records of assets received that implement the award, costs incurred that implement the award, and program income.
 - Other records needed for reports related to the award.
 - Formats for records, including electronic records, that are satisfactory to FTA.
 - Availability of records related to the award, ensuring accessibility for review and separation from other records not related to the award to the extent feasible.
2. **Access to Records:** The contractor agrees to provide, and assures that each subrecipient will agree to provide, sufficient access to inspect and audit records and information, including such records and information the contractor or its subrecipients may regard as confidential or proprietary, related to its award, the accompanying underlying agreement, and any amendments thereto to the U.S. Secretary of Transportation or the Secretary's duly authorized representatives, to the Comptroller General of the United States, and the Comptroller General's duly authorized representatives, and to the contractor and each of its subrecipients.
 3. **Access to Sites of Performance:** The contractor agrees to permit, and to require its subrecipients to permit, FTA to have access to the sites of performance of its award, the accompanying underlying agreement, and any amendments thereto, and to make site visits as needed in compliance with the U.S. DOT Common Rules.
 4. **Closeout:** Closeout of the award does not alter the record retention or access requirements of this section of this Master Agreement.

4. Federal Changes (Applicable to ALL Contracts, except micro-purchases)

- (1) **Compliance with Federal Requirements:** The recipient agrees to comply with all applicable federal laws, regulations, and requirements, including those listed in the Master Agreement and any amendments thereto.
- (2) **Incorporation of Federal Requirements:** The recipient agrees to incorporate applicable federal requirements into all contracts and subcontracts financed in whole or in part with FTA assistance.
- (3) **Flow-Down Requirements:** The recipient agrees to ensure that all subrecipients and contractors comply with applicable federal requirements and that these requirements are included in all subcontracts and subagreements.

5. Termination

(All Contracts over \$10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is \$250,000)

- (1) **Termination for Convenience:** The recipient may terminate the contract, in whole or in part, at any time by written notice to the contractor when it is in the recipient's best interest. The contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination.
- (2) **Termination for Default:** If the contractor does not deliver items in accordance with the contract delivery schedule, or if the contract is for services and 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 recipient may terminate the contract for default.
- (3) **Opportunity to Cure:** The recipient, in its sole discretion, may allow the contractor an appropriately short period of time in which to cure the defect.
- (4) **Waiver of Remedies for Any Breach:** In the event that the recipient elects to waive its remedies for any breach by the contractor of any covenant, term, or condition of the contract, such waiver by the recipient shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of the contract.

6. Civil Rights Requirements (Applicable to ALL Contracts, except micro-purchases)

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

A. Compliance with Regulations

The Contractor and any subcontractors shall comply with all applicable federal civil rights laws and regulations, including but not limited to:

- Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d;
- 49 U.S.C. § 5332;
- DOT regulations, "Non-Discrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21;
- FTA Circular 4702.1B, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," and any subsequent implementing requirements issued by FTA.

These regulations are incorporated by reference and made part of this contract. Contractor shall comply with them as they may be amended from time to time.

B. Nondiscrimination

The Contractor shall not discriminate on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), age, disability, or any other protected characteristic in the selection and retention of subcontractors, the procurement of materials, equipment, or in employment practices in programs or activities funded in whole or in part by FTA. The Contractor shall not participate directly or indirectly in prohibited discriminatory practices under federal law, regulations, or FTA directives.

C. Solicitations for Subcontractors and Suppliers

In all solicitations, whether by competitive bidding or negotiation, for work performed under a subcontract, including the procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the Contractor of its obligations under this contract and the regulations concerning nondiscrimination.

D. Information and Reports

The Contractor shall provide all information and reports required by the regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, and other sources of information, and its facilities, as may be determined by the Recipient or FTA to be pertinent to ascertain compliance with such regulations, orders, and instructions. If any required information is in the exclusive possession of another party who refuses or fails to furnish it, the Contractor shall certify this to the Recipient or FTA and describe its efforts to obtain the information.

E. Sanctions for Noncompliance

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the Recipient or FTA may impose appropriate sanctions, including but not limited to:

- Withholding of payments under the contract until compliance is achieved; and/or
- Cancellation, termination, or suspension of the contract, in whole or in part.

F. Incorporation in Subcontracts

The Contractor shall include the provisions of Sections A through E in every subcontract, including procurements of materials and equipment, unless exempt by regulations or directives issued pursuant thereto. The Contractor shall take such actions with respect to any subcontract or procurement as the Recipient or FTA may direct as a means of enforcing these provisions, including sanctions for noncompliance. If litigation arises or is threatened with a subcontractor or supplier as a result of such enforcement, the Contractor may request the Recipient or the United States to enter into such litigation to protect the respective interests.

7. Special DOL EEO Clause for Construction Projects. (Applicable to ALL Construction Contracts exceeding \$10,000)

This contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations

require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status.

8. Veterans Employment Preference (Applicable to ALL Construction Contracts)

In accordance with 49 U.S.C. § 5325(k) and 5 U.S.C. § 2108, the Recipient, to the extent practicable, ensures that contractors working on capital projects funded with federal assistance:

1. **Hiring Preference for Veterans:** Grant a hiring preference to veterans—defined under 5 U.S.C. § 2108—who possess the requisite skills and abilities to perform construction work required under the contract.
2. **Non-Discrimination Assurance:** This preference shall not be construed to require an employer to favor any veteran over an equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

These provisions are mandated for all construction contracts under federal assistance and are intended to promote employment opportunities for veterans while ensuring compliance with non-discrimination policies.

9. Disadvantaged Business Enterprise (DBE) (Applicable to All Contracts Over \$10,000 Awarded on the Basis of a Bid or Proposal Offering to Use DBEs)

a. Applicability and Goals

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for DBE participation is 10%. The recipient's overall DBE participation goal is listed elsewhere. Please refer to Subpart C, Section 26.45 Overall Goals in LCTA's DBE Program document for the current goal percentage.

b. Nondiscrimination

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

c. DBE Participation Documentation

If a separate contract goal has been established, bidders/offers must document sufficient DBE participation to meet the goal, or demonstrate adequate good faith efforts as provided in 49 CFR 26.53. If no separate contract goal exists, the successful bidder/offeror must report DBE participation achieved through race-neutral means during the period of performance. The prime contractor is to report the names/addresses, telephone numbers and contact information of all firms who quote to them on subcontracts for reference for future projects. All solicitations will contain information about LCTA's DBE program and requirements as well as annual goals and specific goals as they may relate to the project/proposal at hand.

d. Prompt Payment and Retainage

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than fifteen (15) days from the receipt of each payment the prime

contract receives from LCTA. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of LCTA or its designated project manager, engineer or agent. The prime contractor agrees to return retainage payments to each subcontractor within 30 (thirty) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced period may occur only for good cause following written approval of LCTA or its project manager, engineer or agent. This clause applies to both DBE and non-DBE subcontracts.:

e. Termination or Replacement of DBE Subcontractors

The contractor must promptly notify the recipient if a DBE subcontractor is terminated or fails to complete its work and must make good faith efforts to engage another DBE to perform at least the same amount of work. The contractor may not terminate a DBE subcontractor and perform that work with its own forces or an affiliate without prior written consent from the recipient.

f. Compliance Monitoring

LCTA has established prompt payment contract clauses and reporting requirements to monitor and enforce that prompt payment and return of retainage is in fact occurring. LCTA will apply all legal and contract remedies available to it under federal, state, and local law to ensure compliance with Part 26 requirements by all participants in the DBE program.

g. Flow-Down

The contractor shall include these provisions in every subcontract, including material procurements and equipment leases, unless exempt by regulation or directives. The contractor shall take all actions necessary to enforce these provisions, including sanctions for noncompliance, as directed by the recipient or FTA.

10. Incorporation of Federal Transit Administration (FTA) Terms (Applicable to ALL Contracts)

The preceding provisions include, in part, certain Standard Terms & Conditions required by the U.S. Department of Transportation (USDOT), whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual provisions, as stated in FTA Circular 4220.1G, are hereby incorporated by reference. In the event of a conflict between any provision of this Agreement and the FTA-mandated terms, the FTA-mandated terms shall prevail. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the Recipient to be in violation of FTA terms and conditions.

11. Government-wide Debarment and Suspension (Contracts over \$25,000)

The Recipient agrees to the following:

1. Compliance with Regulations

The Recipient will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200. This includes:

- **Prohibition on Transactions with Debarred or Suspended Parties**

The Recipient will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended, except as authorized by:

- U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 C.F.R. part 1200
- U.S. OMB, "Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," 2 C.F.R. part 180, including any amendments thereto
- Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note

- **Review of SAM.gov**

The Recipient will review the U.S. GSA "System for Award Management" (SAM.gov) to verify that Third Party Participants are not debarred or suspended, as required by U.S. DOT regulations, 2 C.F.R. part 1200.

- **Flow-Down Requirements**

The Recipient will include, and require each of its Third Party Participants to include, a similar provision in each lower-tier covered transaction, ensuring that each lower-tier Third Party Participant:

- Will comply with Federal debarment and suspension requirements
- Reviews the “System for Award Management” at SAM.gov, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200

2. **Notification of Suspension or Debarment**

If the Recipient suspends, debars, or takes any similar action against a Third Party Participant or individual, the Recipient will provide immediate written notice to:

- FTA Regional Counsel for the Region in which the Recipient is located or implements the Project
- FTA Project Manager if the Project is administered by an FTA Headquarters Office
- FTA Chief Counsel

12. Buy America Requirements (Applicable to Construction Contracts and Acquisition of Goods or Rolling Stock valued at more than \$150,000)

The Contractor shall comply with 49 U.S.C. § 5323(j) and 49 C.F.R. § 661, stating that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by the FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7 and include software, microcomputer equipment, and small purchases (currently less than \$150,000) made with capital, operating, or planning funds. **Rolling Stock Requirements:**

- Rolling stock must be manufactured in the U.S. and have a minimum 60% domestic content for FY2016 and FY2017, a minimum 65% domestic content for FY2018 and FY2019, and a minimum 70% domestic content for FY2020 and beyond.
- For rolling stock purchases where the average cost of the vehicle exceeds \$300,000, the cost of steel or iron produced in the U.S. and used in the rolling stock frames or car shells may be included in the domestic content calculation, regardless of whether the frame or car shell is produced in the U.S.

Certification Requirements:

A bidder or offeror shall submit an appropriate Buy America certification to the recipient with all bids on FTA-funded contracts, except those subject to a general waiver. Proposals not accompanied by a completed Buy America certification shall be rejected as nonresponsive.

Applicability to Subcontractors:

This requirement does not apply to lower-tier subcontractors.

Effective Dates:

- For Federal-aid projects obligated on or after October 1, 2025, manufactured products must comply with the final assembly requirement.
- For Federal-aid projects obligated on or after October 1, 2026, manufactured products must comply with both the final assembly and 55% domestic content requirements.

13. Breaches and Dispute Resolution (All contracts over \$25,000)

a. Dispute Resolution Process

Disputes arising in the performance of this contract that are not resolved by agreement of the parties shall be decided in writing by the recipient’s authorized representative. This decision shall be final and conclusive unless, within ten days from the date of receipt of its copy, the contractor mails or otherwise furnishes a written appeal to the recipient’s CEO. In connection with such appeal, the contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the recipient’s CEO shall be binding upon the contractor, and the contractor shall abide by the decision.

b. FTA Interest

The Federal Transit Administration (FTA) has a vested interest in the settlement of any violation of federal law, including the False Claims Act (31 U.S.C. § 3729). The recipient agrees to notify the FTA of any such violations and to cooperate with the FTA in resolving them.

c. Performance During Dispute

Unless otherwise directed by the recipient, the contractor shall continue performance under this contract while matters in dispute are being resolved.

d. Claims for Damages

Should either party to the contract suffer injury or damage to person or property because of any act or omission of the other party or of any of its employees, agents, or others for whose acts it is legally liable, a claim for damages shall be made in writing to the other party within ten days after the first observance of such injury or damage.

e. Remedies and Rights

Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. No action or failure to act by the recipient or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

14. Lobbying (Applicable to Construction, Architectural & Engineering, Acquisition of Rolling Stock, Professional Service, Operational Service, and Turnkey Contracts over \$100,000)

In accordance with the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352), as amended by the Lobbying Disclosure Act of 1995 (2 U.S.C. § 1601 et seq.), the following requirements apply to all contractors and subcontractors:

1. Certification Requirement

Contractors applying for or bidding on a federal contract, grant, loan, or cooperative agreement exceeding \$100,000 must submit a certification stating that:

- No federal appropriated funds have been or will be used to influence or attempt to influence any federal agency officer or employee, a Member of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, loan, or cooperative agreement.
- If any funds have been paid or will be paid to any person for influencing or attempting to influence such officials, the contractor must complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

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 section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

2. Flow-Down Requirement

The contractor shall include the language of this certification in all subcontracts and subgrants at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and shall require all subrecipients to certify and disclose accordingly.

3. Disclosure of Lobbying Activities

Contractors and subcontractors that have made or agreed to make payments for lobbying activities with non-federal funds shall submit Standard Form LLL, "Disclosure of Lobbying Activities," to report these activities and identify the name of the individual(s) performing lobbying services. This form must be submitted as often as necessary to update information regarding lobbying activities.

15. Environmental Standards and Practices (All contracts over \$150,000)

Clean Air:

1. The contractor shall comply with all applicable standards, orders, or regulations pursuant to the Clean Air Act (42 U.S.C. § 7401 et seq.). The contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to the FTA and the appropriate Environmental Protection Agency (EPA) Regional Office.
2. The contractor shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with FTA assistance.

Recycled Products:

For contracts involving the purchase of items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the current or previous fiscal year using federal funds:

1. The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. § 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.
2. The contractor shall provide a preference for those products and services that conserve natural resources and protect the environment.

Clean Water:

1. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251 et seq.). The contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to the FTA and the appropriate EPA Regional Office.
2. The contractor shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with FTA assistance.

16. Energy Conservation (Applicable to ALL Contracts, except micro-purchases)

Contractors should ensure that they are familiar with and comply with the specific energy conservation standards and policies outlined in the state energy conservation plan applicable to their projects. Failure to adhere to these requirements can result in penalties and affect eligibility for federal assistance.

17. Cargo Preference (\$10,000 or less, except for construction contracts over \$2,000).

The "Cargo Preference" clause for contracts involving ocean transportation of equipment, materials, or commodities remains consistent with federal regulations. The requirements are outlined in the Cargo Preference Act of 1954 and are codified in 46 CFR Part 381. These regulations mandate that at least 50% of the gross tonnage of such shipments be transported on U.S.-flag commercial vessels, provided these vessels are available at fair and reasonable rates.

Key Requirements:

1. **Use of U.S.-Flag Vessels:**
 - Contractors must utilize U.S.-flag commercial vessels to ship at least 50% of the gross tonnage involved in the contract.
 - This applies to shipments of equipment, materials, or commodities transported by ocean vessels.
 - The requirement does not apply to micro-purchases.
2. **Bill of Lading Reporting:**

- Within 20 working days following the loading date of shipments originating within the U.S., or within 30 working days for shipments originating outside the U.S., contractors must provide a legible copy of a rated, "on-board" commercial bill-of-lading in English.
- This documentation must be submitted to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590, and to the recipient (through the contractor in the case of a subcontractor's bill-of-lading).

3. Flow-Down Requirements:

- Contractors must include these cargo preference requirements in all subcontracts issued under the contract when the subcontract involves the transport of equipment, material, or commodities by ocean vessel.

Additional Considerations:

• **Availability of U.S.-Flag Vessels:**

- The requirement to use U.S.-flag vessels applies only when such vessels are available at fair and reasonable rates.
- If U.S.-flag vessels are not available, contractors may use foreign-flag vessels, but they must document the unavailability and obtain approval from the Maritime Administration (MARAD).

• **Compliance Monitoring:**

- The Maritime Administration (MARAD) oversees compliance with cargo preference requirements and may impose penalties for non-compliance.
- Contractors should maintain accurate records and documentation to demonstrate compliance with these regulations.

18. Fly America Requirements (\$10,000 or less, except for construction contracts over \$2,000)

All contracts involving transportation of persons or property by air between the U.S. and/or places outside the U.S. These requirements do not apply to micro-purchases.

Contractor shall comply with 49 U.S.C. § 40118 (the "Fly America Act") in accordance with General Services Administration regulations at 41 CFR Part 301-10. Under this Act and the regulations:

1. **Use of U.S.-Flag Air Carriers** – Recipients, subrecipients, and their contractors are required to use U.S. flag air carriers for U.S. Government-financed international air travel and transportation of personal effects or property whenever such service is available.
2. **Exceptions / Foreign Carrier Use** – Travel by a foreign air carrier is only permitted when a U.S. flag air carrier is not available or when use of a U.S. flag carrier would:
 - a. Extend travel time by 24 hours or more;
 - b. Require two or more additional aircraft changes;
 - c. Double the total en route travel time for flights under three hours;
 - d. Occur as part of a service provided under a qualifying international air transportation agreement approved by the U.S. Department of Transportation; or
 - e. Result from an involuntary rerouting by a U.S. flag air carrier.
3. **Certification Requirements** – If a foreign air carrier is used, the contractor shall submit a written certification or memorandum explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier. Contractor shall provide a certificate of compliance with the Fly America requirements in all cases.
4. **Flow-Down to Subcontracts** – Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation to ensure compliance throughout all tiers of the contract.

5. **Updated Guidance** – The contractor shall comply with all updates to the General Services Administration Federal Travel Regulation (FTR), including but not limited to definitions of travel classes and inclusive, non-gendered language, as amended in April 2024.

19. Davis-Bacon and Copeland “Anti-Kickback” Act (Applicable to Construction Contracts and Subcontracts over \$2,000, including actual construction, alteration, and/or repair, including decorating and painting)

Davis-Bacon Act

The successful bidder shall comply with and ensure compliance with the requirements of 49 U.S.C. § 5333(a) (the Davis-Bacon Act), 40 U.S.C. §§ 276a through 276a-7, and implementing U.S. Department of Labor (DOL) regulations at 29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction."

1. **Minimum Wages** – The successful bidder shall pay wages to laborers and mechanics performing work under this third-party contract at rates not less than those specified in the wage determination issued by the U.S. Secretary of Labor. Wages shall be paid at least once per week.
2. **Prevailing Wage Determination** – LCTA will provide the current prevailing wage determination issued by the U.S. DOL for this project upon request. No affected third-party contract shall be awarded until the third-party contractor agrees to the required wage determination.
3. **Reporting** – LCTA shall report to the FTA any suspected or reported violations of the Davis-Bacon Act or its implementing regulations.

Copeland “Anti-Kickback” Act

The successful bidder shall comply with the Copeland “Anti-Kickback” Act, 18 U.S.C. § 874 and 40 U.S.C. § 276c, as well as U.S. DOL regulations at 29 C.F.R. 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."

1. **Prohibition of Kickbacks** – The successful bidder shall not, by any means, induce any person employed in the construction, completion, or repair of public work to give up any part of the compensation to which that employee is otherwise entitled.
2. **Reporting Violations** – LCTA shall report to FTA any suspected or reported violations of the Copeland “Anti-Kickback” Act or its federal implementing regulations.

Flow-Down to Subcontracts

The successful bidder shall include the provisions of this clause in all subcontracts exceeding \$2,000 financed in whole or in part with FTA assistance. Contractors must take all necessary steps to ensure subcontractor compliance, including monitoring and reporting as required.

20. Contract Work Hours & Safety Standards Act (Contracts over \$100,000)

1. **Overtime Requirements** – No contractor or subcontractor performing any part of this contract that involves the employment of laborers or mechanics shall require or permit any laborer or mechanic to work in excess of 40 hours in a workweek unless such laborer or mechanic is compensated at a rate not less than one and one-half times the basic rate of pay for all hours worked over 40 in that workweek.
2. **Violation; Liability for Unpaid Wages; Liquidated Damages** – In the event of any violation of the overtime requirements above, the contractor or subcontractor responsible shall be liable for the unpaid wages. In addition, the contractor or subcontractor shall be liable for liquidated damages. Such liquidated damages shall be computed with respect to each laborer or mechanic, including watchmen and guards, employed in violation of this clause, at a rate of \$10 per calendar day for each individual required or permitted to work in excess of the standard 40-hour workweek without payment of the required overtime wages.
3. **Withholding for Unpaid Wages and Liquidated Damages** – The recipient may, on its own initiative or upon written request from the U.S. Department of Labor (USDOL), withhold from any payments due under this contract, or under any other Federal contract held by the same prime contractor, or any other federally-assisted

contract subject to this Act, such sums as may be necessary to satisfy liabilities for unpaid wages and liquidated damages as provided above.

4. **Subcontracts** – The contractor or subcontractor shall include the provisions of this clause in all subcontracts and require each subcontractor to include these provisions in any lower-tier subcontracts. The prime contractor shall be responsible for ensuring compliance with these provisions by all subcontractors and lower-tier subcontractors.

21. Bonding Requirements

(Applicable to Construction or Facility Improvement Contracts or Subcontracts exceeding \$250,000)

General Bonding Policy

FTA may accept the recipient's bonding policy provided it meets the following minimum requirements for construction contracts:

a. **Bid Guarantee** – Each bidder shall provide a bid guarantee equal to five percent (5%) of the bid price.

Acceptable forms include a bid bond, certified check, or other negotiable instrument, ensuring the bidder will execute contractual documents within the time specified if awarded the contract.

b. **Performance Bond** – The contractor shall furnish a performance bond for 100% of the contract price. This bond guarantees fulfillment of all obligations under the contract.

c. **Payment Bond** – The contractor shall furnish a payment bond to assure payment of all labor and materials as required by law. Required amounts are:

1. 50% of the contract price if ≤ \$1 million
2. 40% if > \$1 million but ≤ \$5 million
3. \$2.5 million if > \$5 million

d. **Alternative Security** – Cash deposits, certified checks, other negotiable instruments, or irrevocable letters of credit may be accepted in lieu of bonds if adequate protection of FTA's interests is ensured.

2. Bid Bond Requirements

a. **Bid Security** – Must be issued by a fully qualified surety company acceptable to the recipient and listed under 31 CFR Part 223.

b. **Rights Reserved** – The recipient reserves the right to reject any or all bids. Bids may not be withdrawn within 90 days after opening without written consent. Failure to comply or provide required bonds/insurance shall result in forfeiture of bid security to the extent of the recipient's damages.

3. Performance and Payment Bonding Requirements (Construction)

a. **Performance Bonds** – Required for 100% of the original contract price, unless a lesser amount is approved by the recipient. Additional bonds may be required for contract price increases.

b. **Payment Bonds** – Required only when a performance bond is required. Penal amounts:

1. 50% of contract price if ≤ \$1 million
2. 40% if > \$1 million but ≤ \$5 million
3. \$2.5 million if > \$5 million

Additional bonds may be required for increases in contract price.

4. Performance and Payment Bonding Requirements (Non-Construction)

The recipient may require performance and payment bonds to protect its interests, including situations such as:

- Provision of recipient property or funds to the contractor
- Mergers or asset transfers
- Substantial progress payments before delivery of end items
- Dismantling, demolition, or removal of improvements

Performance and payment bonds shall be required as described above, with amounts and coverage determined by the recipient.

5. Advance Payment Bonding

If advance payments are included in the contract and no performance bond is furnished, the recipient may require an advance payment bond in an amount sufficient to protect its interests.

6. Patent Infringement Bonding

If the contractor's financial responsibility is unknown or doubtful, the recipient may require a patent indemnity bond to protect against claims of patent infringement.

7. Warranty of Work and Maintenance Bonds

- a. The contractor warrants that all materials and equipment will be new (unless specified otherwise), of the highest quality, and free from defects. All work shall meet contract standards.
- b. Workmanship must be safe, durable, and of the highest standard. The contractor guarantees the work against defective materials and workmanship for a minimum of one (1) year after final payment. Any defects discovered during this period shall be repaired or replaced at no cost to the recipient.
- c. As security for these guarantees, the contractor shall furnish a Maintenance (or Guarantee) Bond prior to final payment. The bond must be executed by the same surety that provides the performance and payment bonds and shall cover 100% of the contract sum, ensuring repair or replacement of defective work for at least one year after final payment.

22. Seismic Safety (Applicable to Construction Contracts over \$2,000, except Micro-Purchases)

This clause applies to construction of new buildings or additions to existing buildings. Contractor agrees as follows:

1. **Compliance with Seismic Safety Standards** – Any new building or addition to an existing building shall be designed and constructed in accordance with the seismic safety standards set forth in USDOT Seismic Safety Regulations, 49 CFR Part 41.
2. **Certification of Compliance** – Contractor shall certify compliance with the requirements of 49 CFR Part 41 to the extent required by the regulation.
3. **Subcontractor Compliance** – Contractor shall ensure that all work performed under this contract, including work performed by subcontractors, fully complies with the seismic safety standards of 49 CFR Part 41.
4. **Documentation** – Contractor shall maintain and provide, upon request, all documentation and certifications demonstrating compliance with the seismic safety standards for the project.

23. Transit Employee Protective Provisions (Applicable to Construction Contracts over \$2,000, except Micro-Purchases)

The Recipient acknowledges that 49 U.S.C. § 5333(b) requires employee protective arrangements as a condition of receiving FTA financial assistance for projects involving public transportation operations. Contractor agrees as follows:

1. **U.S. DOL Certification (Projects under 49 U.S.C. §§ 5307, 5309, 5312, 5337, or 5339)**
 - a. Contractor shall carry out the Project according to the U.S. DOL Certification, which sets fair and equitable terms and conditions to protect affected employees.
 - b. Contractor shall comply with 49 U.S.C. § 5333(b) and any future amendments.
 - c. Contractor shall follow U.S. DOL guidelines, *"Guidelines, Section 5333(b), Federal Transit Law,"* 29 C.F.R. Part 215, unless otherwise directed in writing by U.S. DOL.
 - d. Contractor shall comply with the terms of the U.S. DOL certification, including:
 1. Any alternative comparable arrangements specified by U.S. DOL.
 2. Any revisions specified by U.S. DOL.
 3. Both alternative arrangements and revisions.
 - e. Contractor shall adhere to the following documents incorporated by reference in the Underlying Agreement:
 4. U.S. DOL certification for the Project.
 5. Documents cited in the certification.
 6. Any alternative arrangements specified by U.S. DOL.

7. Any revisions specified by U.S. DOL.
2. **Special Warranty (Projects under 49 U.S.C. § 5311, Tribal Transit Program, or prior fiscal years)**
 - a. Contractor shall comply with Federal transit laws, specifically 49 U.S.C. § 5333(b).
 - b. Contractor shall follow U.S. DOL guidelines, 29 C.F.R. Part 215, unless directed otherwise in writing.
 - c. Contractor shall comply with the U.S. DOL Special Warranty for the Project, including:
 1. Any alternative arrangements specified by U.S. DOL.
 2. Any revisions specified by U.S. DOL.
 3. Both alternative arrangements and revisions.
 - d. Contractor shall comply with all documents incorporated by reference:
 4. U.S. DOL Special Warranty for the Project.
 5. Documents cited in the Special Warranty.
 6. Alternative arrangements specified by U.S. DOL.
 7. Any revisions specified by U.S. DOL.
3. **Special Arrangements for 49 U.S.C. § 5310 Projects (Elderly and Disabled Transportation)**
 - a. Contractor acknowledges that FTA has determined that 49 U.S.C. § 5333(b) generally does not apply to 49 U.S.C. § 5310 Subrecipients.
 - b. FTA reserves the right to determine on a case-by-case basis whether 49 U.S.C. § 5333(b) applies to transfers of Title 23 funds (flex funds) or other projects, and may make additional exceptions as deemed appropriate.

24. Charter Bus Requirements/School Bus Operational Service Contracts. (Applicable to contracts over \$10,000, except micro-purchases and construction contracts over \$2,000)

Charter Bus Service

Contractor shall comply with 49 U.S.C. § 5323(d) and (g) and 49 C.F.R. Part 604. Recipients and subrecipients of FTA assistance may provide charter services using equipment or facilities acquired with Federal assistance under the Federal Transit Laws, or under 23 U.S.C. 133 or 142, only in compliance with the law and FTA regulations. The FTA regulations, “*Charter Service*,” 49 C.F.R. Part 604, including all terms and conditions therein, are incorporated herein by reference.

School Bus Requirements

Pursuant to 49 U.S.C. § 5323(f) or (g), as amended by MAP-21, 23 U.S.C. 133, 23 U.S.C. 142, and 49 C.F.R. Part 605, recipients and subrecipients of FTA assistance shall not operate school bus services exclusively for transporting students or school personnel in competition with private school bus operators, unless operating under a specific allowable exemption. When operating under such an exemption, recipients and subrecipients shall not use federally funded vehicles, equipment, or facilities.

Violations

If a Recipient or any Third-Party Participant operates school bus service in violation of FTA’s school bus laws and regulations, FTA may:

1. Require the Recipient or Third-Party Participant to take remedial measures as deemed appropriate by FTA; or
2. Bar the Recipient or Third-Party Participant from receiving Federal transit funds.

25. Drug & Alcohol Abuse and Testing Operational service contracts except micro-purchases (Applicable to operational service contracts over \$10,000, except micro-purchases and construction contracts over \$2,000)

The Contractor agrees to comply with all applicable Federal regulations regarding drug and alcohol testing as follows:

a. Drug-Free Workplace

Contractor shall comply with U.S. DOT regulations, “*Drug-Free Workplace Requirements (Grants)*,” 49 C.F.R. Part

32, implementing the Drug-Free Workplace Act of 1988, as amended (41 U.S.C. §§ 8103 et seq.), and 2 C.F.R. Part 182.

b. Alcohol Misuse and Prohibited Drug Use

Contractor shall comply with FTA regulations, *“Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations,”* 49 U.S.C. § 5331, as amended by MAP-21, 49 C.F.R. Part 40, 49 U.S.C. Chapter 53, and 49 C.F.R. Part 655, to the extent applicable.

Contractor shall ensure that all employees performing safety-sensitive functions under this contract are trained, tested, and monitored in accordance with the above regulations.

26. Patent and Rights Data Contracts involving experimental, developmental, or

research work (Applicable to contracts involving experimental, developmental, or research work over \$10,000, except micro-purchases and construction contracts over \$2,000)

Patent Rights

A. General

The Recipient agrees that:

1. Depending on the nature of the Project, the Federal Government may acquire patent rights when the Recipient or any Third Party Participant produces a patented or patentable:
 - a. Invention, b. Improvement, or, c. Discovery.
2. Federal rights arise when the patent or patentable information is:
 - a. Conceived under the Project, or, b. Reduced to practice under the Project.
3. When a patent is issued or patentable information becomes available, the Recipient shall:
 - a. Notify FTA immediately, and, b. Provide a detailed report satisfactory to FTA.

B. Federal Rights

1. The rights and responsibilities of the Recipient and any Third Party Participants regarding federally funded inventions, improvements, or discoveries will be determined according to applicable Federal laws, regulations, and guidance, including any waivers.
2. Unless FTA determines otherwise in writing, the Recipient shall transmit the Federal Government’s patent rights to FTA as specified in:
 - a. 35 U.S.C. § 200 et seq., and
 - b. U.S. Department of Commerce regulations, *“Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,”* 37 C.F.R. Part 401.

C. License Fees and Royalties

1. As permitted by 49 C.F.R. Parts 18 and 19, license fees and royalties for patents, patent applications, and inventions derived from the Project are considered program income.
2. The Recipient has no obligation to the Federal Government regarding these fees or royalties, except:
 - a. For compliance with 35 U.S.C. § 200 et seq., and, b. As FTA determines otherwise in writing.

Rights in Data and Copyrights

A. Definition of “Subject Data”

Recorded information:

1. Whether copyrighted or not, and
2. That is delivered or specified to be delivered under the Underlying Agreement.

B. Examples of “Subject Data”

1. Includes, but is not limited to:
 - a. Computer software, b. Standards, c. Specifications, d. Engineering drawings and associated lists, e. Process sheets, f. Manuals, g. Technical reports, h. Catalog item identifications, and i. Related information.

2. Does not include:
 - a. Financial reports, b. Cost analyses, or c. Other similar information used for Project administration.

C. General Federal Restrictions

1. Prohibitions: The Recipient may not:
 - a. Publish or reproduce any subject data in whole or in part, or, b. Permit others to do so.
2. Exceptions: The above prohibitions do not apply to:
 - a. Internal use by the Recipient, b. Institutions of higher learning, c. Data previously released or approved for public release by the Federal Government, or d. Data with prior written consent of the Federal Government.

D. Federal Rights in Data and Copyrights

1. License Rights: The Recipient must provide a royalty-free, non-exclusive, and irrevocable license to the Federal Government.
2. Uses: The Federal Government may:
 - a. Reproduce, b. Publish, c. Otherwise use, and d. Permit others to use subject data for Federal Government purposes.

E. Special Federal Rights for R&D, Demonstration, Deployment, and Special Studies Projects

1. Publicly Available Report: Upon Project completion, a report must be provided that FTA may publish or make available online.
2. Other Reports: Provide other reports as requested by FTA.
3. Availability of Subject Data: FTA may share subject data or copyright licenses with other FTA recipients or participants unless otherwise directed.
4. Confidential Information: Clearly identify any confidential, privileged, or proprietary information submitted to FTA.
5. Incomplete Projects: All data developed becomes subject data and must be delivered as directed by FTA if the Project is not completed.
6. Exception: Rights provisions do not apply to automatic data processing equipment or programs acquired for the Recipient's use with FTA capital funding.

F. License Fees and Royalties

1. License fees and royalties for copyrighted material or trademarks derived from the Project are program income.
2. The Recipient has no obligation to the Federal Government regarding these fees, except for compliance with 35 U.S.C. § 200 et seq., or as otherwise determined in writing by FTA.

G. Hold Harmless

1. Violation by Recipient: If the Recipient willfully or intentionally violates proprietary rights, copyrights, or privacy rights through publication, translation, reproduction, delivery, use, or disposition of Project data, it shall indemnify and hold harmless Federal officers, employees, and agents acting within the scope of their duties.
2. Exceptions: The Recipient is not required to indemnify the Federal Government for violations caused by Federal officers, employees, or agents, or where State law limits indemnification.

H. Restrictions on Access to Patent Rights

Nothing in this clause grants a license to the Federal Government under any patent or affects existing patent licenses or rights.

I. Data Developed Without Federal Funding

1. Sections A–D generally do not apply to data developed without Federal funding.
2. Clearly mark any proprietary or confidential data developed without Federal funding to protect against unauthorized disclosure.

J. Requirements to Release Data

The Recipient understands that FTA may be required to release Project data under:

1. The Freedom of Information Act (5 U.S.C. § 552),
2. Other applicable Federal laws, or
3. U.S. DOT regulations, 49 C.F.R. § 19.36(d), or other applicable Federal regulations and guidance.

27. Conformance with ITS National Architecture (Applicable to all contracts where Intelligent Transportation Systems (ITS) or related technologies are involved)

1. General Requirement

The Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Systems (ITS) Architecture and Standards, as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 note.

2. FTA Policy Compliance

Contractor shall follow the provisions of FTA Notice, *"FTA National Architecture Policy on Transit Projects,"* 66 Fed. Reg. 1455 et seq., January 8, 2001, and any subsequent directives, guidance, or updates issued by FTA.

3. Exceptions

Deviations from the ITS National Architecture requirements are only permitted to the extent FTA provides written authorization. Contractor shall obtain such authorization in advance if any design, implementation, or integration of ITS components cannot fully conform to the National Architecture.

4. Subcontracts

Contractor shall include these requirements in all applicable subcontracts, ensuring that any subcontractor performing work on ITS systems or components also complies with the National Architecture requirements.

5. Documentation and Reporting

Contractor shall provide documentation demonstrating conformance to the ITS National Architecture, including system design, interfaces, and testing reports, and shall make such documentation available to the Recipient and FTA upon request.

28. Access Requirements for Persons with Disabilities (Applicable to ALL Contracts)

(1)Federal Policy Compliance

Contractor shall comply with 49 U.S.C. § 5301(d), which establishes the Federal policy that elderly individuals and persons with disabilities must have the same rights as other individuals to use mass transportation services and facilities. Special efforts shall be made in planning, designing, constructing, operating, and maintaining transportation services and facilities to implement this policy.

(2)Rehabilitation Act Compliance

Contractor shall 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 disability in programs or activities receiving Federal financial assistance.

(3)Americans with Disabilities Act (ADA) Compliance

Contractor shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), as amended, and implementing regulations, ensuring that accessible facilities, services, and programs are provided to persons with disabilities. This includes compliance with any subsequent amendments, updates, or regulations issued under ADA.

(4)Subcontracts

Contractor shall include these requirements in all subcontracts and ensure that any subcontractor performing work under this contract also complies with the access requirements for persons with disabilities.

(5)Documentation and Reporting

Contractor shall maintain documentation demonstrating compliance with applicable Federal accessibility laws and make such documentation available to the Recipient and FTA upon request.

29. Safe Operation of Motor Vehicles (Applicable to ALL Contracts)

a. Seat Belt Use

The Recipient shall implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997 (23 U.S.C. § 402 note; 62 Fed. Reg. 19217), by:

1. Adopting and promoting on-the-job seat belt use policies and programs for all employees and other personnel who operate:
 - Company-owned vehicles, Company-rented vehicles, or Personally owned vehicles while performing official work on behalf of the Award.
2. Including a "Seat Belt Use" provision in each third-party agreement related to this Award, ensuring that all subcontractors and subrecipients follow seat belt safety policies.

b. Distracted Driving, Including Text Messaging While Driving

The Recipient shall comply with the following federal requirements:

1. Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009 (23 U.S.C. § 402 note; 74 Fed. Reg. 51225),
2. U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, and
3. U.S. DOT Special Provisions on Distracted Driving, including:

a. **Safety Policies** – The Recipient shall adopt and enforce workplace safety policies to reduce crashes caused by distracted driving, including prohibiting text messaging while using any electronic device supplied by an employer, or while operating vehicles:

- Owned, leased, or rented by the Recipient,
- Privately owned vehicles while on official business in connection with the Award.

b. **Recipient Size Considerations** – The Recipient shall implement workplace safety initiatives appropriate to its size, including establishing new rules, re-evaluating existing programs, and providing education and awareness to employees on the safety risks of texting while driving.

c. **Extension to Subrecipients and Third Parties** – The Recipient shall include the Special Provision on Distracted Driving in all third-party agreements and encourage Third-Party Participants at all tiers to comply with these safety requirements.

c. Documentation and Compliance

The Recipient shall maintain records demonstrating implementation of seat belt and distracted driving policies and make such records available to FTA upon request.

30. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (Applicable to ALL Contracts)

The VENDOR hereby acknowledges that the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232, § 889 (Aug. 13, 2018) (the "Act"), prohibits the Agency from procuring certain "covered telecommunications equipment or services," as defined in the Act, in federally assisted procurements. The parties agree that this Contract is a federally assisted procurement subject to that prohibition.

VENDOR Representations and Warranties:

1. The VENDOR has performed due diligence on its supply chain to ensure compliance with the Act.
2. The VENDOR represents and warrants that no "covered telecommunications equipment or services" as defined by the Act will be supplied under this Contract in a manner that would cause the Agency to violate the Act.
3. The VENDOR shall include this certification as a flow-down clause in all subcontracts or agreements related to this Contract to ensure compliance by all subcontractors and suppliers.

Compliance Requirement:

Failure to comply with this certification may be treated as a material breach of this Contract and may result in

termination, withholding of payments, or other remedies available to the Agency under federal law or the terms of this Contract.

A. SUPPLEMENTAL INFORMATION

LLTS MPO Plans

LRTP : https://www.lltsmpo.com/wp-content/uploads/2021/02/FINAL-Lackawanna-Luzerne-LRTP_02-16-21.pdf

LRTP (2016) Page 2 in the link provides the conceptual BRT routes:

<https://www.lltsmpo.com/wp-content/uploads/2016/08/Regional-Plan-Poster.pdf>

UPWP: <https://www.lltsmpo.com/wp-content/uploads/2024/02/2024-2025-UPWP-Passed-1-9-24.pdf>

Coordinated Human Services Transportation Plan: https://www.lltsmpo.com/wp-content/uploads/2024/04/LLTS-Coordinated-Human-Services-Transit-Plan_FINAL.pdf

Title VI: https://www.lltsmpo.com/wp-content/uploads/2024/02/LLTS-Title-VI-Plan_FINAL.pdf

Amtrak Analysis of Options for Scranton – New York Passenger Rail Service

<https://www.amtrak.com/content/dam/projects/dotcom/english/public/documents/corporate/reports/Analysis-of-Options-Scranton-New-York-Amtrak-Passenger-Rail-Service.pdf>

LCTA TDP - Final Draft

https://lctabus.com/docs/2024/LCTA-TDP-Draft_Digital.pdf

FFY23 NTD Transit Agency Profiles

LCTA:

https://www.transit.dot.gov/sites/fta.dot.gov/files/transit_agency_profile_doc/2023/30015.pdf

COLTS:

https://www.transit.dot.gov/sites/fta.dot.gov/files/transit_agency_profile_doc/2023/30025.pdf

HPT:

https://www.transit.dot.gov/sites/fta.dot.gov/files/transit_agency_profile_doc/2023/30093.pdf