



REQUEST FOR PROPOSAL

RFP# 032726

AUDITING SERVICES FOR UNION AND NON-UNION EMPLOYEES
RETIREMENT PENSION PLAN

FOR THE

ERIE METROPOLITAN TRANSIT AUTHORITY

Legal Notice
Erie Metropolitan Transit
Authority Request for Proposal
No. 032726

AUDITING SERVICES

The Erie Metropolitan Transit Authority ("the Authority") is soliciting proposals to audit the pension plan for the plan year ending April 30, 2026. The plan is to be audited annually. The proposal should be for five (5) year agreement with each year being subject to an annual renewal.

To receive a copy of the proposal document, contact Dani Duran, Grants/Planning Manager at 814-454-4012, ext. 129; or by e-mail: dduran@ride-the-e.com.

Proposals must be received by 4:00 p.m., prevailing time, April 27, 2026, at the Authority's office, 127 East 14th Street, Erie, PA, 16503.

The resulting contract may be subject to financial assistance grants between the Authority, the U.S. Department of Transportation and the Pennsylvania Department of Transportation. The negotiation process and the performance of requested services will be in accordance with the guidelines and regulations of the Federal Transit Administration (FTA) "Third Party Contracting Guidelines" FTA Circular 4220.IG, the Authority's Procurement Procedures and all other applicable federal, state and local laws and regulations.

The Authority hereby notifies all potential proposers that it will affirmatively ensure that certified disadvantaged business enterprises will be afforded full opportunity to submit proposals in response to this RFP and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

The Erie Metropolitan Transit Authority reserves the right to reject any and all proposals.

1. GENERAL INFORMATION

1.1. Introduction

The Erie Metropolitan Transit Authority (the "Authority") intends to enter into an agreement for Auditing Services for EMTA's Union and Non-Union Employees' Retirement Plan

See Part 2, Proposal Requirements, for a description of the services required. These services are expected to proceed immediately after selection and award of the contract to the successful proposer.

Proposals are being solicited from proposers to provide auditing services for EMTA's employees' retirement plan. Separate contracts for auditing services for the employees Union and Non-Unions plans may be awarded. However proposers may submit proposals to provide both services with the understanding the contracts for the services may be awarded separately.

This RFP, including supporting documents, contains the information necessary to prepare and submit a proposal for Auditing services. Proposers are advised to completely review this RFP and supporting documentation and to follow the instructions outlined regarding proposal submission.

1.2. Definitions

Throughout this RFP, the following definitions shall apply:

"Contract" means the negotiated contract between the Authority and Contractor to perform the Contract Services.

"Contractor" means the Proposer selected by the Authority to provide the Contract Services.

"Authority" means the Erie Metropolitan Transit Authority, 127 East Fourteenth Street, Erie, PA 16503-1062.

"Contract Services" means the scope of services as described in this RFP and as finalized, through negotiations, and incorporated into the Contract.

"DBE" means Disadvantaged Business Enterprise as defined in 49 CFR, Part 26.

"FTA" means Federal Transit Administration.

"Procurement Procedures" means the Authority's procurement procedures as set forth in Part III of the Authority's Procurement Handbook.

"Proposer" means a person, partnership, limited liability company, corporation, or other entity, which submits a proposal to the Authority, in response to this RFP, seeking to be selected as the Contractor. The term "Proposer" shall have the same meaning as the term "Offerer" in the Procurement Procedures.

"RFP" means this Request for Proposals.

1.3. Regulations

This project may be funded by a combination of sources including the U.S. Department of Transportation Federal Transit Administration, the Pennsylvania Department of Transportation, local sources, and the Authority. As such, the Contract and resulting services and documents developed pursuant to this RFP shall be subject to all regulations and any review requirements by those respective agencies.

1.4. Proposal Submission Schedule

Proposals shall be submitted as indicated in Section 1.5, below, and must be received by the time and date stipulated for receipt of proposals. Proposals not received by the time and date stipulated shall not be considered by the Authority and shall be returned unopened to the Proposer. A Solicitation Schedule is provided in Section 1.5, below.

This RFP and any subsequent written addenda will serve as the sole basis upon which Proposers may submit proposals.

1.5. Solicitation Schedule

Advertisement for Proposals	March 27, 2026
Last Day for Written Questions	April 10, 2026
Response to Questions	April 17, 2026
Proposals Due to the Authority	April 27, 2026
Anticipated Contract Award	May 18, 2026
Anticipated Notice to Proceed	May 29, 2026

The Authority may unilaterally change this schedule.

1.6. RFP As Exclusive Basis for Proposal

This RFP represents the most comprehensive and definitive statement that the Authority is able to make at this time as to the requirements, terms and conditions for the Contract Services. Any information or understandings, verbal or written, which are not contained either in this RFP, or in subsequent written addenda to this RFP, will not be considered in evaluating proposals.

All questions relating to clarifications of this RFP must be in writing or via e-mail. No telephone questions or inquiries will be accepted. If any question submitted makes necessary the issuance of a written addendum, the addendum will be furnished to all parties who have requested a copy of the RFP from the Authority. All questions relating to this RFP must be addressed to:

Danielle Duran, Grants/Planning Manager
Erie Metropolitan Transit Authority
127 East 14th Street
Erie, PA 16503
Phone: 814-454-4012, ext. 129
dduran@ride-the-e.com

The Authority will not respond to questions received after 4:00 p.m. on **April 10, 2026**.

1.7. Invitation to Propose; Clarifications; Irregularities

Any party able to meet the requirements of this RFP is invited to respond to this RFP.

Proposers will be bound by the provisions contained in this RFP, unless the Authority formally issues a written waiver or deviation via written addendum.

As part of the process leading to the selection of the Contractor, the Authority may request additions or clarifications to a proposal. It is the intent of the Authority not to renegotiate substantive portions of a Proposer's proposal and to rely on the information submitted in the proposals in awarding the Contract.

The Authority reserves the right to waive any minor irregularities in any proposal submitted in response to this RFP and to reject any or all proposals, at the Authority's option.

1.8. Withdrawal of Proposals

Prior to the due date for Proposals set forth in Section 1.5, above, a Proposer may withdraw a proposal already received by the Authority by submitting, in the same manner as the original proposal to the Authority, a written request for withdrawal from an individual legally authorized to bind the Proposer. By submitting a proposal, and not properly withdrawing it prior to the due date for proposals, a Proposer agrees that it shall keep its proposal open and shall not withdraw its proposal for the period prescribed in this RFP or any agreed upon extension thereof.

This provision may not be utilized by a Proposer as means to submit a later proposal, and does not alter the Authority's right to reject a proposal.

1.9. Form of Contract

The Authority's standard contract terms are contained in the EMTA Procurement Policy. The Contractor shall be expected to execute formal documentation establishing the entirety of the terms and conditions of the Contract before any notice to proceed is issued.

1.10. Costs of Proposer

The Authority shall not be liable for any cost incurred by a Proposer in preparing, submitting and/or negotiating a Proposal.

1.11. Adverse interest Law

This RFP is subject to the Commonwealth of Pennsylvania Adverse Interest Law, 71 P.S. §776.1 et. seq. It is the obligation of potential Proposers to perform their own determinations on this matter prior to submitting a proposal.

1.12. Interested Parties

No member or delegate of the United States Congress, Pennsylvania General Assembly, Erie County, local governments, member, officer, or employee of the United States Department of Transportation and Pennsylvania Department of Transportation or the Erie Metropolitan Transit Authority shall have any benefit or interest, direct or indirect, arising from the Contract developed pursuant to this RFP.

1.13. Proposal Ownership and Disclosure

All proposals submitted shall become the property of the Authority. Except as may otherwise be required by law, cost and price information will not be disclosed except for the successful proposal, which shall be publicly available after a Contract is negotiated and before award by the Authority's Board of Directors.

1.14. RFP Availability

Copies of this RFP shall be made available to any interested party.

1.15. Proposer Qualifications

All Proposers will be required to demonstrate that they are a responsible Proposer by submitting a complete proposal as required by this RFP and by submitting evidence and information sufficient for the Authority to determine if the Proposer has the qualifications, experience, and financial resources to provide the Contract Services.

1.16. Firm Commitment

All proposals must remain valid for ninety (90) days from the final submission date specified in Section 1.5, above.

1.17. Contractor Responsibility

The Contractor shall be responsible for management, direction, integration, scheduling, control, review and approval of all subcontractor work and services, if any. Moreover, the Contractor shall be responsible for assuring that all subcontract work is in conformance with the Authority's policies, standards and criteria. All subcontracts will be subject to the review and approval of the Authority. Subcontracts shall include all relevant provisions identified in the Contract.

1.18. Protests

Protests with respect to any aspect of this procurement proceeding must be submitted in accordance with the Authority's Procurement Policy.

1.19. Disadvantaged Business Enterprises (DBE) Requirements

DBE requirements are included in the Authority's Procurement Policy. Additional information on the Authority's DBE program can be obtained by contacting:

Dave Robinson, DBE Officer
Erie Metropolitan Transit Authority
East 14th Street Erie, PA 16503
Telephone: (814) 454-4012
Email: drobinson@ride-the-e.com

1.20. Insurance Requirements

1.20.1. General: Contractor shall procure, before the Contract Services are commenced hereunder, and maintain at its own cost and expense, during the entire period of the performance under the Contract, the following types and amounts of insurance listed with insurance companies authorized to operate in Pennsylvania and which are acceptable to the Authority.

1.20.2. Workers Compensation:
Workers' Compensation -Statutory Limits

Note: Coverage shall be provided in accordance with the laws of the commonwealth of Pennsylvania and the laws of such other jurisdictions as may apply.

1.20.3. Commercial General Liability

In an amount not less than:

- \$1,000,000 General Aggregate
- \$1,000,000 Personal and Advertising Injury
- \$1,000,000 Each Occurrence

1.20.4. Business Automotive Liability:

With a Combined Single Limit not less than:

- \$1,000,000 Each Accident

Note: Policy shall cover the use of all owned, hired and non-owned vehicles. Policy shall include as "Insured" anyone liable for the conduct of the Contractor.

1.20.5. Professional Liability In an amount not less than:

- \$1,000,000 Each Claim
- \$1,000,000 Aggregate

Note:

- (i) Policy shall provide coverage for liability for damages caused by an error, omission or negligent act in the performance of professional services.
- (ii) Policy date shall be effective prior to the date of the Contract and the extended reporting period or policy renewal must provide that the policy will respond to claims made for at least 24 months after completion of the Contract Services.

1.20.6. Valuable Papers: Coverage in an amount sufficient to assure restoration of any plans, drawings, field notes, records, or other similar data relating to work covered by this Agreement in the event of their loss or destruction

2. PROPOSAL REQUIREMENTS

Proposals should include the following three major components:

2.1. Letter of Transmittal

One original and an electronic copy of the proposal. The letter of transmittal shall contain the following:

- a. Legal name of the Proposer.
- b. The location of the office which will have responsibility for providing the Contract Services.
- c. The name, address, email address, telephone and facsimile number of the firm's representative who is knowledgeable about the proposal and who may negotiate and bind the Proposer.
- d. Statement that the proposal shall remain in effect for 90 days after

the date due to the Authority.

- e. Statement acknowledging receipt of this RFP and each addendum that the Authority may issue with respect to this RFP.

2.2. Proposal

The proposal should be a comprehensive, accurate and effective presentation. Once original and one electronic copy should be submitted. The proposal shall include an appendix, which shall be at the end of the proposal document. The appendix shall only contain material, which is explicitly requested to be included in the appendix. The proposal should be spiral bound along the left long side and organized in the following fashion using tabbed, numbered separators for each section:

- a. Cover: Containing RFP title and Proposer's name.
- b. Letter of Transmittal: Copy of the letter previously described.
- c. Contents:
 - Section 1 Overview of the Proposer
 - Section 2 Experience of the Proposer
 - Section 3 Work Plan
 - Section 4 Organization and Management Plan
 - Section 5 References
 - Section 6 Summary of Pricing

2.3. Section I - Overview of the Proposer

This section shall contain the following information:

A concise description of the Proposer including organizational structure, subsidiary companies, identification of principals, office locations and size and overall number of personnel by discipline.

A statement of the Proposer's personnel and operations policies relative to classifications of personnel normally billed to client including wage ranges by discipline.

Proposer shall submit the Debarment Certification. Proposer shall include the required certification in the appendix of the proposal.

Proposer shall submit the "Certification Regarding Lobbying", for proposals exceeding \$100,000. Proposer shall include the required certification in the appendix of the proposal.

Proposer shall submit the Commonwealth of Pennsylvania Non-

discrimination/Sexual Harassment Clause form. Proposer shall include the required certification in the appendix of the proposal.

Proposer shall submit the DBE Assurance Form. Proposer shall include the required form in the appendix of the proposal.

Proposer shall submit the Non-Collusion Affidavit. Proposer shall include the required affidavit in the appendix of the proposal

Proposer's corporate Affirmative Action and Equal Opportunity policy statement must be provided. Proposer shall state the date of adoption of this policy statement. Proposer shall include the required policy statement in the appendix of the proposal.

A statement that the required insurance coverage can be obtained and will be carried without reservation or exclusion should the Proposer be awarded the Contract according to this RFP. The required insurance coverage is included in Section 1.20 of this RFP.

A statement indicating the Proposer's anticipated use of subcontractors, if any.

2.4. Section 2 - Experience of the Proposer

This section of the proposal shall contain complete, concise and accurate descriptions of the Proposer's experience in providing services similar to those outlined in Part 4, below, Scope of Services.

Particular emphasis should be placed on those projects performed by the Proposer's offices and staff to be assigned to this project. The Proposer's qualifications and ability to perform all of the identified Contract Services should be clearly defined.

Section 2 should include the following:

- a. A statement about the overall qualifications and experience citing regional and/or national experience of the firm in auditing services.
- b. A statement about the overall depth of staff and commitment of the firm to assure the timely completion of the work within the price range and schedule established by the Contract.
- c. If certain services must be provided through subcontractors or special consultants, this must be documented by providing the name, qualifications and experience of the subcontractor or special consultant.
- d. Include a list of audits with specific experience with public authorities and local

governments, and its knowledge of FTA and State Department of Transportation requirements.

2.5. Section 3 - Work Plan

This section of the proposal shall identify the Proposer's work plan for the performance of the tasks identified under Part 4, below, Scope of Services.

The work plan shall include a detailed description of the methodology for accomplishing the required tasks and their interrelationships. Any substantive and/or procedural innovations used by the Proposer on similar projects that are applicable or can be tailored to the Contract Services should also be identified.

The work plan shall specify all documentation and deliverables that will be provided to the Authority in conformance with the desired Contract Services as outlined in Part 4, below, Scope of Services.

A staffing table for the work plan shall be furnished for the required work. The staffing table shall be keyed to the required tasks and consistent with the organization and management plan, staff chart and work plan. The staffing table shall indicate total staff hours for the Proposer and its subcontractors anticipated for each task, consistent with the staff chart. Those work tasks to be wholly or partially performed by subcontractors, and in particular DBEs, should be identified.

2.6. Section 4 - Organization and Management Plan

This section shall contain the following information:

A detailed description of the Proposer's organization and management plan which shall be established to perform the Contract Services outlined in this RFP. The organization and management plan shall clearly identify the project manager and key personnel associated with each work task and for the entire period covered by the Contract. The plan shall also describe the involvement of DBE subcontractors in the project, if any.

A staff chart shall be furnished which graphically depicts the above organization and management plan. All key personnel identified on the staff chart shall be identified further with resumes.

A letter signed by the Proposer's Partner or Chief Executive Officer guaranteeing that the project manager and key personnel identified on the Staff Chart of the proposal shall be assigned to this work, unless their employment is terminated. Proposer shall include the required letter in the appendix of the proposal.

During the project period, personnel not previously identified in the Contractor's staff chart may only be substituted for another person or added to the project team when approved in writing by the Authority.

2.7. Section 5 -References

The Proposer shall give the name of five (5) references that are in similar size to the Authority and include any public authorities or local governments currently doing business with the proposer. The Authority may contact these references to verify past performance.

2.8. Section 6 - Summary of Pricing

This section should set forth the Proposer's proposed pricing for the Contract Services. The Proposer shall list the cost to perform the audit for FY 2025-26 for the Authority and each additional fiscal year. The proposer shall include a description of the method of billing, hourly rates for services, estimated hours by principal persons involved and by classification for support personnel. The Authority has provided a chart to enter the pricing for the auditing services which can be found at the end of this proposal. Please provide pricing for each (regular and supplemental) on the separate sheets provided.

The Contractor will be required to perform a minimum of 55% of the required work with its own forces. Therefore, a maximum of 45% of the work may be subcontracted by the Contractor. The Proposer shall provide, in its proposal, as well as the summary of pricing, a statement as to the percentage of work that will be performed by the Proposer.

The Proposer shall identify all of its proposed subcontractors in its proposal and must identify the task each will perform, the percentage this work comprises of the total, their qualifications to perform the work, and the reasons the tasks are to be subcontracted.

The Contractor shall be responsible for management, direction, integration, scheduling, control, review and approval of all subcontract work and services.

3. PROPOSAL SELECTION PROCESS

The selection process and award shall be in accordance with FTA requirements and the Authority's Procurement Policy.

Evaluation Criteria

An Evaluation Committee consisting of selected personnel will be established to evaluate the proposals and to recommend the apparent successful Offeror. There will be separate evaluation committees for the Union Employees plan and the Non-Union plans. The following evaluation criteria have been established by EMTA for this procurement. The criteria are presented to allow EMTA to analyze proposals received on an equal basis and to afford all Offerors the opportunity to know the basis upon which their proposals will be evaluated.

Award will be made to the Offeror whose final offer is most beneficial to EMTA after evaluation in accordance with these criteria.

EVALUATION CRITERIA	MAXIMUM POINTS
QUALIFICATION AND EXPERIENCE	20
This factor will look mainly at the capability and reputation of the firm as presented in the proposal or as is determined by review of information available from references or other resources. The evaluation may look at the firm's overall organizational and financial capabilities and consider key components such as organizational structure.	
PRICING	50
This factor will look primarily to the cost information provided by the Offeror for our annual audit. We will also look at the hourly rates the firm charges, since there could be time throughout the year that we could require additional accounting services from the firm. The weight assigned to annual audit will be 90% and 10% toward the hourly rates.	
WORK PLAN	15
This factor will give us the opportunity to review with current clients the firm's ability to meet deadlines and the quality of the final report.	
MANAGEMENT PLAN AND REFERENCES	15
Since this is a five-year contract, we will review how long the firm has been in business, staffing including how large the staff is along with their experience. We may also gather additional information available from references.	
TOTAL POSSIBLE POINTS	100

Presentations/Interviews/Written Responses

Proposers that have been determined to be responsive may be scheduled for a presentation and interview with the Pension Committee prior to final selection. In this case, selected Proposers will be informed as to the exact date and time of the interview. This presentation shall be at the Proposer's own expense

4. SCOPE OF SERVICES

4.1. BACKGROUND

4.1.1. The Erie Metropolitan Transit Authority Employees' Retirement Plan is seeking auditing services from a qualified auditing firm to perform audits for the pension plans. Separate contracts for the Union Employees and Non-Union Employees will be awarded. However, proposers may submit proposals to provide both services with the understanding that contracts for the services will be awarded separately.

4.1.2. The Erie Metropolitan Transit Authority is a municipal authority formed by Erie County and the City of Erie under the Municipality Authorities Act of 1945. EMTA was incorporated in 1967. The Plans are defined benefit plan with both employee and employer contributions.

4.1.3. Benefits are paid by PNC Bank to retirees based upon formulas prescribed by the plan, calculated and provided to the PNC Bank by the Authority.

4.1.4. The Erie Metropolitan Transit Authority Employee's Retirement Plans are Defined Benefit Pension Plan. The Actuarial Value of Plan Assets for the union plan as of May 1, 2025 is \$14,801,438. The 2025 Valuation reflects 94 retiree participants, beneficiaries and disabled; 123 active plan members, and 2 vested terminations. The assets of the plan are managed and invested by PNC Bank. Actuarial services are provided by Definiti. The Actuarial Value of Plan Assets for the non-union plan as of May 1, 2025 is \$2,508,178. The 2025 Valuation reflects 10 retiree participants, beneficiaries and disabled; 5 active plan members, 0 vested terminations. The assets of the plan are managed and invested by PNC Bank. Actuarial services are provided by Definiti.

4.2. SERVICES TO BE PROVIDED:

- A. Perform audit of plan by testing accounting records of the plan, reviewing procedures of implementing plan and a review of internal controls.
- B. Prepare annual audit report by testing plan documents, which include accrued liabilities, investments and employee/employer contributions.
- C. Provide a written report to the Pension Committee.
- D. Make annual presentation to the Pension Committee regarding the status of the pension plan.

- E. Advise Pension Committee of any fraud or illegal acts pertaining to the plan.
- F. Provide an itemized invoice listing the billable task performed, hourly rate, and the total cost for the task.

Audits must be completed no later than 30 days after receiving the actuarial report.

In addition to the audit as outlined above, EMTA may require assistance throughout the year to address matters of financial control. Such services are generally requested on an as needed and limited basis and shall be itemized when invoiced.

COST PROPOSAL #1
ERIE METROPOLITAN TRANSIT AUTHORITY RFP #032726 – AUDITING SERVICES

The costs/prices included in the cost/price proposal shall be “all inclusive.” The cost/price proposal must be fair and reasonable and should include all items of labor, materials, and other costs necessary to perform the contract.

DESCRIPTION	ANNUAL COSTS				
	INITIAL CONTRACT TERMS				
	04-30-2026	04-30-2027	04-30-2028	04-30-2029	04-30-2030
Full Scope Audit	\$	\$	\$	\$	\$
Hourly Rate for Personnel Names	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
TOTAL ANNUAL COST	\$	\$	\$	\$	\$

The undersigned, acting as an authorized agent or officer for the Offeror, does hereby agree to the following:

1. The offer submitted is complete and accurate, including all forms required for submission in accordance with the terms and conditions listed in this Request for Proposals and any subsequent Addenda. The offeror shall immediately notify the EMTA in the event of any change.
2. We hereby agree to provide the services on which prices are listed above and in accordance with the terms and conditions listed in the EMTA RFP.

Company Name (Type/Print) _____ Date _____

Authorized Signature _____ Title _____ Email _____

COST PROPOSAL #2
ERIE METROPOLITAN TRANSIT AUTHORITY RFP #032726 – AUDITING SERVICES

The costs/prices included in the cost/price proposal shall be “all inclusive.” The cost/price proposal must be fair and reasonable and should include all items of labor, materials, and other costs necessary to perform the contract.

DESCRIPTION	ANNUAL COSTS				
	INITIAL CONTRACT TERMS				
	04-30-2026	04-30-2027	04-30-2028	04-30-2029	04-30-2030
Full Scope Audit	\$	\$	\$	\$	\$
Hourly Rate for Personnel Names	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
TOTAL ANNUAL COST	\$	\$	\$	\$	\$

The undersigned, acting as an authorized agent or officer for the Offeror, does hereby agree to the following:

1. The offer submitted is complete and accurate, including all forms required for submission in accordance with the terms and conditions listed in this Request for Proposals and any subsequent Addenda. The offeror shall immediately notify the EMTA in the event of any change.
2. We hereby agree to provide the services on which prices are listed above and in accordance with the terms and conditions listed in the EMTA RFP.

Company Name (Type/Print) _____ Date _____

Authorized Signature _____ Title _____ Email _____

5. Federal Transit Administration and Commonwealth of Pennsylvania Third Party Contract Provisions

SOLID WASTES (RECOVERED MATERIALS)

(a) A Recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(b) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

ACCESS TO RECORDS AND REPORTS

1. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records.

2. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

3. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information, including such records and information the contractor or its subcontractors may regard as confidential or proprietary, related to performance of this contract in accordance with 2 CFR § 200.337.

4. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

CHANGES TO FEDERAL REQUIREMENTS

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

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

CIVIL RIGHTS LAWS AND REGULATIONS

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

The Contractor and any subcontractor agree to comply with all the requirements prohibiting discrimination on the basis of race, color, or national origin of the Title VI of the Civil Rights Act of 1964, as amended 52 U.S.C 2000d, and U.S. DOT regulation "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of the Title VI of the Civil rights Act," 49 C.F. R. Part 21 and any implementing requirement FTA may issue.

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

- a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation), disability, or age, and prohibits discrimination in employment or business opportunity.
- b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, Title VI of the Civil Rights Act of 1964," 49 CFR Part 21, and 49 U.S.C. § 5332, prohibits discrimination in employment on the basis of race, color, religion, sex, or national origin.

2 Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et

seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

3 Nondiscrimination on the Basis of Age. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

4 Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Civil Rights and Equal Opportunity

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

1. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Equal Employment Opportunity. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, et seq.; and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements, without regard to their race, color, religion, national origin, or sex (including sexual orientation). In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA may issue.

4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

5. Federal Law and Public Policy Requirements. The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of \$150,000:

Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air

Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.”

DEBARMENT AND SUSPENSION

Debarment and Suspension (Executive Orders 12549 and 12689). A covered transaction (see 2 C.F.R. §§ 180.220 and 1200.220) must not be entered into with any party listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (31 U.S.C. § 6101 note, 51 Fed. Reg. 6370,) and 12689 (31 U.S.C. § 6101 note, 54 Fed. Reg. 34131), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Recipient agrees to include, and require each Third Party Participant to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant:

(1) Complies with federal debarment and suspension requirements; and

(2) Reviews the SAM at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 CFR Part 1200.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

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

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

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

(1) Withholding monthly progress payments;

(2) Assessing sanctions;

(3) Liquidated damages; and/or

(4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

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

Finally, for contracts with defined DBE contract goals, the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency’s written consent; and that, unless the Agency’s consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

DOMESTIC PREFERENCES FOR PROCUREMENTS

a. The recipient or subrecipient should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.

b. For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

c. Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR 184.

ENERGY CONSERVATION

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

FLY AMERICA

a) Definitions. As used in this clause—

1) "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. 2) "United States" means the 50 States, the District of Columbia, and outlying areas. 3) "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencies, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

e) Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

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

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

NOTICE TO FTA AND U.S. DOT INSPECTOR GENERAL OF INFORMATION RELATED TO FRAUD, WASTE, ABUSE, OR OTHER LEGAL MATTERS

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

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.

(3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

PATENT RIGHTS AND RIGHTS IN DATA

Intellectual Property Rights

This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant the Agency intellectual property access and licenses deemed necessary for the work performed under this Contract and in accordance with the requirements of 37 C.F.R. part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by FTA or U.S. DOT.

The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Contract and shall, at a minimum, include the following restrictions:

Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution.

For purposes of this Contract, the term “subject data” means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of “subject data” include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

1. The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for “Federal Government Purposes,” any subject data or copyright described below. For “Federal Government Purposes,” means use only for the direct purposes of the Federal Government. Without the copyright owner’s consent, the Federal Government may not extend its Federal license to any other party.
 - a. Any subject data developed under the Contract, whether or not a copyright has been obtained; and
 - b. Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.
2. Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required

as part of this Contract agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.

3. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall not be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

4. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

5. Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.

6. The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

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

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

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

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

- 1) Procure or obtain covered telecommunications equipment or services;
- 2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
- 3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

(b) As described in section 889 of Public Law 115-232, "covered telecommunications equipment or services" means any of the following:

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera

Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment;

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country;

(c) For the purposes of this section, "covered telecommunications equipment or services" also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(d) In implementing the prohibition under section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.

(e) When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.

(f) For additional information, see section 889 of Public Law 115-232 and 200.471.

PROMPT PAYMENT

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

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

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

RESTRICTIONS ON LOBBYING

Conditions on use of funds.

(a) No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification, that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.

(c) Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.

(d) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, whether that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.

(e) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form if that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.

Certification and disclosure.

(a) Each person shall file a certification, and a disclosure form, if required, with each submission that initiates agency consideration of such person for:

- (1) Award of a Federal contract, grant, or cooperative agreement exceeding \$100,000; or
- (2) An award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000.

(b) Each person shall file a certification, and a disclosure form, if required, upon receipt by such person of:

- (1) A Federal contract, grant, or cooperative agreement exceeding \$100,000; or
- (2) A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000,
Unless such person previously filed a certification, and a disclosure form, if required, under paragraph (a) of this section.

(c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraphs (a) or (b) of this section. An event that materially affects the accuracy of the information reported includes:

- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
- (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
- (3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(d) Any person who requests or receives from a person referred to in paragraphs (a) or (b) of this section:

- (1) A subcontract exceeding \$100,000 at any tier under a Federal contract;
- (2) A subgrant, contract, or subcontract exceeding \$100,000 at any tier under a Federal grant;
- (3) A contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding \$150,000; or,
- (4) A contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement,

Shall file a certification, and a disclosure form, if required, to the next tier above.

(e) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (a) or (b) of this section. That person shall forward all disclosure forms to the agency.

(f) Any certification or disclosure form filed under paragraph (e) of this section shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31, U.S. Code.

(g) For awards and commitments in process prior to December 23, 1989, but not made before that date, certifications shall be required at award or commitment, covering activities occurring between December 23, 1989, and the date of award or commitment. However, for awards and commitments in process prior to the December 23, 1989 effective date of these provisions, but not made before December 23, 1989, disclosure forms shall not be required at time of award or commitment but shall be filed within 30 days.

(h) No reporting is required for an activity paid for with appropriated funds if that activity is allowable under either subpart B or C.

SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use

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

Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the

driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

Applies to States –

a. To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:

- (1) The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;
- (2) The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and
- (3) The amount of federal assistance FTA has provided for a State Program or Project.

b. Documents - The State agrees to provide the information required under this provision in the following documents:

- (1) applications for federal assistance,
- (2) requests for proposals or solicitations,
- (3) forms,
- (4) notifications,
- (5) press releases,
- (6) other publications.

TERMINATION

Termination for Convenience (General Provision)

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

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

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Agency that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)

The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

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

Waiver of Remedies for any Breach

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

Termination for Convenience (Professional or Transit Service Contracts)

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

Termination for Default (Supplies and Service)

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

Termination for Default (Transportation Services)

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

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

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

Termination for Default (Construction)

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

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

Termination for Convenience or Default (Architect and Engineering)

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

If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by

contact or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Agency Termination for Convenience or Default (Cost-Type Contracts)

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

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

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

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

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

FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

(1) The contractor certifies that it:

(a) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(b) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

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

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

SEVERABILITY

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

TRAFFICKING IN PERSONS

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

(a) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;

(b) Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or

(c) Use forced labor in the performance of the Recipient's Award or subagreements thereunder.

**CERTIFICATE 1
NON-COLLUSION STATEMENT**

AFFIDAVIT OF NON-COLLUSION:

I hereby certify:

1. That I am the bidder (if the bidder is an individual), a partner of the bidder (if the bidder is a partnership), or an officer or employee of the bidding corporation, have authority to assign on its behalf (if the bidder is a corporation);

2. That the attached bid or bids have been arrived at by the bidder 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 invitation to bid, designed to limit independent bidding or competition;

3. That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids, and will not be communicated to any such person prior to the official opening of the bid or bids; and

4. That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

DATE: _____

COMPANY NAME: _____

AUTHORIZED REPRESENTATIVE _____

NAME:

TITLE: _____

SIGNATURE: _____

TELEPHONE: _____

TRADING AND DOING BUSINESS AS (CHECK ONE)

Individual

Partnership

Corporation

(seal)

**CERTIFICATE 2
NON-COLLUSION DISCLOSURE**

The bidder shall disclose, to the best of his or her knowledge, any member of the Board of Directors or any employee of Erie Metropolitan Transit Authority, or any relative of any such directors or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

NAME	RELATIONSHIP

IF NOT APPLICABLE, STATE "NONE": _____

DATE: _____

COMPANY NAME: _____

AUTHORIZED REPRESENTATIVE NAME: _____

TITLE: _____

SIGNATURE: _____

**CERTIFICATE 3
COMMONWEALTH NON-DISCRIMINATION/SEXUAL HARASSMENT CLAUSE**

The Contractor agrees:

- a. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract, or subcontract, the contractor, a subcontractor, or any person acting on behalf of the contractor shall not, by reason of gender, race, creed, or color, discriminate against any citizen of the Commonwealth of Pennsylvania who is qualified and available to perform the work to which the employment relates.
- b. The contractor or any subcontractor or any person acting on their behalf shall not in any manner discriminate against or intimidate any of its employees on account of gender, race, creed, or color.
- c. The contractor or any subcontractor shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
- d. The contractor or any subcontractor shall not discriminate by reason of gender, race, creed, or color against any contractor, subcontractor or supplier who is qualified to perform the work to which the contract relates.
- e. The contractor or any subcontractor shall, within the time periods requested by the Commonwealth of Pennsylvania, furnish all necessary employment documents and records and permit access to their books, records, and accounts by the Pennsylvania Department of Transportation and the Bureau of Minority and Women Business Opportunities (BMWBO), for the purpose of ascertaining compliance with provisions of this Non-discrimination/ Sexual Harassment Clause.
- f. The contractor or any subcontractor shall include the provisions of this Nondiscrimination/ Sexual Harassment Clause in every contract or subcontract so that those provisions applicable to contractors or subcontractors will be binding upon each contractor or subcontractor.
- g. The Erie Metropolitan Transit Authority (EMTA) may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Non-discrimination/Sexual Harassment Clause. In addition, the Erie Metropolitan Transit Authority may proceed with debarment or suspension and may place the contractor or subcontractor in the Contractor Responsibility File.

DATE

FIRM NAME

BY:

SIGNATURE

TITLE

CERTIFICATE 4
CONTRACTOR INTEGRITY

It is essential that those who seek to contract with the Erie Metropolitan Transit Authority (EMTA) observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the EMTA 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 EMTA.
2. Contractor, its affiliates, agents and employees shall not influence, or attempt to influence, any EMTA 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 EMTA or Commonwealth official or employee or to any other person at the direction or request of any Transit 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 EMTA 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 EMTA 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 EMTA 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 EMTA in writing at the time of bid or proposal submission and EMTA consents to the Contractor’s financial interest prior to EMTA 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 EMTA, 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 EMTA may, in its sole discretion, terminate the contract for cause upon such notification or when EMTA otherwise learns that EMTA 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 EMTA 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 Erie County Auditor or the Office of State Inspector General in its investigation of any alleged EMTA 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 Auditor 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 Auditor 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, EMTA (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 EMTA 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 EMTA and the Commonwealth or EMTA 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 open 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 EMTA.

- b. "Consent" means written permission signed by a duly authorized officer or employee of the Commonwealth or EMTA, provided that where the material facts have been disclosed, in writing, by pre-qualification, bid, proposal, or contractual terms, EMTA 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 EMTA, 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

(FAILURE TO COMPLETE THIS FORM AND SUBMIT WITH YOUR PROPOSAL WILL RENDER THE PROPOSAL NON-RESPONSIVE)

CERTIFICATE 5
LOBBYING CERTIFICATE

The undersigned certifies, to the best of his or 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 an 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.

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

DATE

SIGNATURE OF AUTHORIZED OFFICIAL

TITLE OF AUTHORIZED OFFICIAL

(Applies to contracts/subcontracts with a contract sum of \$100,000 and over.)

CERTIFICATE 6 - 1
DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION

- (1) Policy. It is the policy of the Department of Transportation that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this agreement.

- (2) DBE Obligation. The supplier or contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard all contractors shall take necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract.

Failure by the Contractor to carry out these requirements is a material breach of the contract which may result in the termination of this contract or such other remedy as EMTA deems appropriate.

DATE: _____

SIGNATURE: _____

TITLE: _____

NOTE: This form is to be submitted with the bid proposal. Please attach the names and addresses of any and all DBE eligible prime contractors or subcontractors who will perform work on this project, and the dollar value of each proposed DBE prime contract or subcontract. Please use the attached form (Certificate 6-2) for the DBE eligible contractor or subcontractor(s) to certify to its eligibility.

CERTIFICATE 6 - 2
AFFIDAVIT OF DISADVANTAGED BUSINESS ENTERPRISE

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 _____, 20____ 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 Erie Metropolitan Transit Authority (EMTA) 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 _____ 20____, 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:	
STATE OF:	
COUNTY/CITY OF:	

(SEAL)

CERTIFICATE 7
CERTIFICATION OF PARTICIPANTS REGARDING DEBARMENT,
SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY
EXCLUSION

The Participant (a potential sub-grantee or sub-recipient under an FTA project, a potential third- party contractor, or a potential subcontractor under a major third-party contractor), _____ certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

If the Participant (a potential sub-grantee or sub-recipient under an FTA project, a potential third-party contractor, or a potential subcontractor under a major third-party contract) is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal.

THE PARTICIPANT (A POTENTIAL SUB-GRANTEE OR SUB-RECIPIENT UNDER AN FTA PROJECT, A POTENTIAL THIRD-PARTY CONTRACTOR, OR A POTENTIAL SUBCONTRACTOR UNDER A MAJOR THIRD-PARTY CONTRACT) CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

SIGNATURE OF AUTHORIZED OFFICIAL

TITLE OF AUTHORIZED OFFICIAL

DATE

(Applies to contracts and sub-contracts over \$25,000)

CERTIFICATE 8
PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO
SURVEILLANCE SERVICES OR EQUIPMENT CERTIFICATION

Reference: Federal Acquisition Regulation (FAR: <https://www.acquisition.gov/far/52.204-24>)

Pursuant to the provisions set forth in the FEDERAL ACQUISITION REGULATION SUBPART 52.204-24 THROUGH SUBPART 52.204-26 [John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115–232, Section 889 (Aug. 13, 2018) (the Act)]:

The offeror acknowledges that EMTA is prohibited from procuring certain “covered telecommunications equipment or Services,” as defined in the Act, in federally assisted procurements and that the instant procurement is a federally assisted procurement subject to that prohibition.

The offeror represents and warrants that it has performed a due diligence review of its supply chain and that no such “covered telecommunications equipment or Services” shall be provided to the Agency that would cause the Agency to be in violation of the prohibition contained in the Act.

SIGNATURE OF AUTHORIZED OFFICIAL

TITLE OF AUTHORIZED OFFICIAL

Date

If representing that – It will and/or does use covered telecommunications equipment, please link to the FAR reference above regarding any relevant disclosure information to attach.