CHATHAM AREA TRANSIT AUTHORITY
INVITATION FOR BIDS

PROJECT NO. 2023-04

CAT HYBRID FERRY VESSEL

September 13, 2022
PUBLIC NOTICE
CHATHAM AREA TRANSIT AUTHORITY

Invitation for Bids No. 2023-04
CAT HYBRID FERRY VESSEL

Notice is hereby given that the CHATHAM AREA TRANSIT AUTHORITY (CAT) is seeking responses for the following:

**Description:** Chatham Area Transit Authority (CAT) is soliciting responses from qualified vendors to manufacture of hybrid ferry vessels

**Proposals:** Proposal Packages are available at 900 E. Gwinnett Street, Savannah, Georgia, 31401, online at [https://www.catchacat.org/about-cat/doing-business/procurement/procurement-opportunities/](https://www.catchacat.org/about-cat/doing-business/procurement/procurement-opportunities/), or by email at victor.colon@catchacat.org.

**Questions:** All questions must be submitted in writing by: **Friday, October 14, 2022** to Victor Colon, Procurement Manager, Chatham Area Transit Authority, 900 East Gwinnett Street, Savannah, GA 31401, or by email at victor.colon@catchacat.org.

**Submittal Deadline:** **Monday, October 31, 2022 at 2 p.m. EST**, CAT Central, 900 E. Gwinnett Street, Savannah, Georgia, 31401

**Disadvantaged Business Enterprise (DBE) Requirements:**

CAT, in accordance with 49 Code of Federal Regulations (CFR) Part 26, has an obligation to ensure nondiscrimination of DBE’s in all aspects of competition, award and administration of federally funded contracts. Notice to all proposers is hereby provided, that in accordance with State and Federal laws, CAT will ensure that disadvantaged business enterprises are afforded full opportunity to submit offers and responses to this solicitation, and to participate in any contract consummated pursuant to this advertisement. Compliance with Federal and State laws on Equal Opportunity will also be asserted in consideration for the award of this contract. No proposer will be discriminated against because of age, sex, race, color, religion, national origin, or handicapping conditions.

CAT reserves the right to accept or reject any and all responses submitted. CAT also reserves the right to award a contract based on the submissions alone.
2023-04 Schedule of Events

<table>
<thead>
<tr>
<th>EVENT</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>IFB Issued and Advertised</td>
<td>September 13, 2022</td>
</tr>
<tr>
<td>Vendor Inquiry Deadline</td>
<td>October 14, 2022</td>
</tr>
<tr>
<td>IFB Submission Deadline</td>
<td>October 31, 2022, 2:00 p.m. EST</td>
</tr>
<tr>
<td>Evaluation Committee’s Recommendation To Board of Directors</td>
<td>November 15, 2022</td>
</tr>
<tr>
<td>Notification of Award to Proposer</td>
<td>November 16, 2022</td>
</tr>
</tbody>
</table>
## TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>I. General Information &amp; Instructions</td>
<td></td>
</tr>
<tr>
<td>1.1 Introduction</td>
<td>6</td>
</tr>
<tr>
<td>1.2 Response Submission</td>
<td>6</td>
</tr>
<tr>
<td>1.3 Response Form Requirement</td>
<td>6</td>
</tr>
<tr>
<td>1.4 Inquiries</td>
<td>6</td>
</tr>
<tr>
<td>1.5 Ethics and Lobbying Statement</td>
<td>7</td>
</tr>
<tr>
<td>1.6 Indemnification</td>
<td>7</td>
</tr>
<tr>
<td>1.7 Interest of Members of, or Delegates to, Congress</td>
<td>7</td>
</tr>
<tr>
<td>1.8 Ethics</td>
<td>7</td>
</tr>
<tr>
<td>1.9 Conflict of Interest</td>
<td>7</td>
</tr>
<tr>
<td>1.10 Privacy Act Requirements</td>
<td>8</td>
</tr>
<tr>
<td>1.11 Exclusionary or Discriminatory Specifications</td>
<td>8</td>
</tr>
<tr>
<td>1.12 Geographic Restrictions</td>
<td>8</td>
</tr>
<tr>
<td>1.13 Contractor Assurance</td>
<td>8</td>
</tr>
<tr>
<td>1.14 Confidentiality</td>
<td>9</td>
</tr>
<tr>
<td>1.15 Government Wide Debarment and Suspension (Non-Procurement)</td>
<td>9</td>
</tr>
<tr>
<td>1.16 Subcontracts</td>
<td>9</td>
</tr>
<tr>
<td>1.17 Contract Termination: Debarment</td>
<td>9</td>
</tr>
<tr>
<td>1.18 State and Local Disclaimer</td>
<td>10</td>
</tr>
<tr>
<td>1.19 Submittal of Protests</td>
<td>10</td>
</tr>
<tr>
<td>1.20 Response Offer</td>
<td>10</td>
</tr>
<tr>
<td>1.21 Response Award</td>
<td>10</td>
</tr>
<tr>
<td>1.22 Response Withdrawal</td>
<td>11</td>
</tr>
<tr>
<td>1.23 Single Response Situations</td>
<td>11</td>
</tr>
<tr>
<td>1.24 Certifications &amp; DBE Policy Statement</td>
<td>11</td>
</tr>
<tr>
<td>1.25 Taxes</td>
<td>12</td>
</tr>
<tr>
<td>1.26 Contract Termination</td>
<td>12</td>
</tr>
<tr>
<td>1.27 Assignments</td>
<td>12</td>
</tr>
<tr>
<td>1.28 Addenda</td>
<td>12</td>
</tr>
<tr>
<td>1.29 Prohibited Interest</td>
<td>12</td>
</tr>
<tr>
<td>1.30 Audit &amp; Inspection</td>
<td>12</td>
</tr>
<tr>
<td>1.31 Notice to Proceed</td>
<td>12</td>
</tr>
</tbody>
</table>
1.32 Scope of Services 12
1.33 Evaluation of Responses 13
1.34 Federal Regulatory Requirements 13
1.35 Additional Response Requirements 13

II. Attachments

A. Scope of Services 14
B. DBE Certification 15
C. References 16
D. Addendum Acknowledgement 167
E. Offeror’s Checklist 18
F. Proposer Information Form 19
G. Federal Regulatory Requirements 20
   Outline Scope Of Services 21
   Federal Clause Receipt Certification 68
   Lobbying Certification 78
   Government-Wide Debarment and Suspension 79
   Bus Testing Certification 80
   Pre Award Certification Requirement for Procurement of Rolling Stock Recipient 81
   Pre Award Certification Requirement for Procurement of Rolling Stock Vendor 82
   On Site Manufacturer Inspection Compliance Certification 83
   Transit Vehicle Manufacturer (TVM) Certification 84
   Post Delivery Certification for Procurement of Rolling Stock Recipient 85
   Post Delivery Certification for Procurement of Rolling Stock Vendor 86
CHATHAM AREA TRANSIT AUTHORITY
INVITATION FOR BIDS

1.1 INTRODUCTION
Chatham Area Transit Authority (CAT) is soliciting bids from qualified professionals to provide Manufacture of Hybrid Ferry Vessels. Award of any contract will be made to the firm whose bid is most advantageous to CAT. CAT reserves the right to reject any or all bids or any parts thereof, when necessary for the protection of the interest of CAT. All proposers are notified that Disadvantaged Business Enterprises (DBE’s) are encouraged to submit responses to this request. The vendor will be required to comply with all applicable Equal Employment Opportunity laws and regulations.

1.2 RESPONSE SUBMISSION
CAT will receive responses until 2 pm EST, Monday, October 31, 2022. Any response delivered to CAT after the time specified will not be considered.

One (1) unbound original, three (3) copies, and an electronic copy of the response must be mailed or hand delivered to:

Victor Colon, Procurement Manager  
Chatham Area Transit Authority  
900 E. Gwinnett St.  
Savannah, GA 31401  
(912) 651-0453

If there are inconsistencies in the copies provided, the controlling document will be the original response submitted by proposer.

1.3 RESPONSE FORM REQUIREMENTS
All responses must state the full and correct name, address, and capacity of the proposer. If the proposer is an individual doing business under another name, the response shall so state. Partnerships, joint ventures, and corporations shall sign as is appropriate for their type of business. Any erasures, corrections, or other changes appearing on the response forms must be initialed by the persons signing the response.

Except as otherwise provided herein, CAT cannot accept any material marked confidential, trade secret or proprietary. Proposer understands that any material pertaining to this procurement is likely subject to disclosure through the Georgia Open Records Act, O.C.G.A. § 50-18-70.

1.4 INQUIRIES
Should a proposer have questions, please contact in writing:

Victor Colon, Procurement Manager  
Chatham Area Transit Authority  
900 E. Gwinnett St.
Questions should be submitted to CAT by **Friday, October 14, 2022**. Communication via email will be considered a written inquiry. ANY VERBAL COMMUNICATION WILL NOT BE CONSIDERED BY CAT AS AN INQUIRY. All received inquiries will be responded to in writing after the question submission deadline and will be presented as an addendum to the solicitation and distributed to respondents.

### 1.5 ETHICS AND LOBBYING STATEMENT
CAT maintains a written code of ethics that governs the conduct of its employees and subcontractors. Any debarment and suspension pertaining to the proposer must be disclosed by attaching a copy of each to the response. Additionally, the successful proposer must complete the appropriate certifications relating to lobbying activities.

### 1.6 INDEMNIFICATION
1. Contractor shall indemnify, defend, and hold harmless CAT and its officers, directors, and employees from and against all allegations, claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation attorneys’ fees and costs) which arise out of, relate to, or result from any act or omission of Contractor.

2. Contractor acknowledges that it is prohibited under the Laws of Georgia for a governmental entity to indemnify Contractor for any loss arising out of the provisions of this Contract. Accordingly, CAT does not make any indemnification to Contractor whatsoever under this Contract.

### 1.7 INTEREST OF MEMBERS OF, OR DELEGATES TO, CONGRESS
In accordance with 18 U.S.C. Subsection 431, no member of, or delegates to, the Congress of the United States shall be permitted to a share or part of this contract or to any benefit arising there from.

### 1.8 ETHICS
It is CAT’s policy that all contractors shall be expected to have complied, and in the future to comply, with all ethics laws of the State of Georgia and to be free of conflicts of interest (as described in the following section) if awarded a CAT contract. Each proposer shall be deemed have acknowledged said policy. Any indication that a proposer has violated or given the appearance of violating an ethics law or is not free of actual or potential conflicts of interest will cause rejection of that bid. Any indication that, once awarded a contract, a contractor has violated or has given the appearance of violating an ethics law or is not free of actual or potential conflicts of interest may, in the sole discretion of CAT, constitutes grounds for termination of the contract.

### 1.9 CONFLICT OF INTEREST
No Board Member, employee, officer or agent, or employee of such agent of CAT shall participate in the selection, the award of, or the administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

a. A Board Member, employee, officer or agent, or employee of such agent;

b. Any immediate family member of those listed in (a) above;

c. A partner; or an organization which employs, or is about to employ any of the above, has a direct or indirect, present or future financial or other interest in the firm selected for award.

CAT Board Members, officer, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential subcontractors or parties of sub-agreements.

1.10 PRIVACY ACT REQUIREMENTS
The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

a. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understand that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

b. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

1.11 EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS
Apart from inconsistent requirements imposed by federal statute or regulations, CAT will comply with the requirements of 49 U.S.C. § 5323(h) (2) by refraining from using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

1.12 GEOGRAPHIC RESTRICTIONS
Except as expressly mandated, encouraged, or permitted by FTA or Federal Statute, CAT will refrain from using state or local geographic preferences.

1.13 CONTRACTOR ASSURANCE
The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted
contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to: (1) Withholding monthly progress payments; (2) Assessing sanctions; (3) Liquidated damages; and/or (4) Disqualifying the contractor from future bidding as non-responsible

1.14 CONFIDENTIALITY
Contractor agrees that any and all information, in oral or written form, whether obtained from CAT, its agents or assigns, or other sources, or generated by Contractor pursuant to this contract shall not be used for any purpose other than fulfilling the requirements of this contract. Contractor further agrees to keep in absolute confidence all data relative to the business of CAT, its agents or assigns. No news release, including but not limited to photographs and film, public announcement, denial or confirmation of any part of the subject matter of any phase of any program hereunder shall be made by Contractor without written approval of CAT.

1.15 GOVERNMENT WIDE DEBARMENT AND SUSPENSION
This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractors, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. If this contract is less than $25,000 this clause does not apply.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or response, the bidder or proposer certifies as follows:

The certification clause contained in Attachment B is a material representation of fact relied upon by Chatham Area Transit Authority. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Chatham Area Transit Authority, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

1.16 SUBCONTRACTS
The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the FTA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all the clauses contained in 29 CFR 5.5.

1.17 CONTRACT TERMINATION: DEBARMENT
A breach of the contract clauses in 29 CFR Section 5.5 may be grounds for termination on contract, and for Debarment as a contractor and a subcontractor as provided in 29 CFR Section 5.12.
1.18 STATE AND LOCAL LAW DISCLAIMER
The use of many of the Clauses herein are not governed by federal law, many of the clauses contained herein contain FTA suggested language in certain instances these clauses may be affected by State Law.
   a. If contractor is to physically perform services on CAT’s premises, contractor will be required to affirmatively represent it’s use of the federal work authorization program commonly known as E-Verify as required by O.C.G.A. §13-10-91(b)(1).

1.19 SUBMITTAL OF PROTESTS
Protests concerning these instructions, contract requirements, or the RFP procedures must be submitted in writing to the Procurement Manager not less than five (5) days before the scheduled receipt of responses. The protest must:
   1) The name and address of the protestor.
   2) The name and number of the procurement solicitation.
   3) A detailed statement of the grounds for the protest, including all relevant facts and a citation to the Federal or State law, the provision of CAT procurement procedures, or specific term of the solicitation alleged to have been violated.
   4) Any relevant supporting documentation the protesting party desires CAT to consider in making its decision.
   5) The desired relief, action, or ruling sought by the protestor.

b. Post-Award Protests
Protests concerning the award of this response must be submitted in writing to the Procurement Manager within no later than 72 hours after the protestor’s receipt of CAT’s written notice of its decision or intended decision to award a contract. CAT will have ten (10) working days after receipt of the formal protest package to evaluate, and issue a response, except in cases where the original response has been awarded by the Board of Directors. In such cases, the resolution of protest will be handled at the next regularly scheduled Board meeting, following completion of the staff review of the protest. The protest must:
   1) The name and address of the protestor.
   2) The name and number of the procurement solicitation.
   3) A detailed statement of the grounds for the protest, including all relevant facts and a citation to the Federal or State law, the provision of CAT procurement procedures, or specific term of the solicitation alleged to have been violated.
   4) Any relevant supporting documentation the protesting party desires CAT to consider in making its decision.
   5) The desired relief, action, or ruling sought by the protestor.

1.20 RESPONSE OFFER
Each response must be in CAT’s possession by the deadline for submission noted above. It is the proposer’s responsibility to ensure timely receipt by CAT of the response. The submitted response shall irrevocable offer for ninety (90) days from the solicitation due date.

1.21 RESPONSE AWARD
CAT reserves the right to reject any and all responses, and part or parts of a response, waive any technicalities, and award any or the entire contract in a manner that is in the best interest of CAT. Contracts will be awarded to the highest ranked proposer when it is in the best interest of CAT.

1.22 RESPONSE WITHDRAWAL
Responses may be withdrawn by submitting a written request to CAT before the time fixed for response opening. Withdrawal of an offer will not prejudice the right of the proposer to submit a new response, provided that the latter is timely received as provided above.

1.23 SINGLE RESPONSE SITUATIONS
In the event a single response is received, CAT will conduct a price analysis or a cost analysis of the response. The sole proposer must cooperate with CAT if a price or cost analysis is conducted.

1.24 CERTIFICATIONS & DBE POLICY STATEMENT
CAT reserves the right to accept or reject any and all responses submitted. CAT also reserves the right to award a contract based on the submissions alone. The proposer, by signing the response forms, certifies that the response is offered by a business that is fully licensed to do the work relating to the specifications herein.

CAT, in accordance with 49 Code of Federal Regulations (CFR) Part 26, has an obligation to ensure nondiscrimination of DBE’s in all aspects of competition, award and administration of federally funded contracts. Notice to all proposers is hereby provided, that in accordance with State and Federal laws, CAT will ensure that disadvantaged business enterprises are afforded full opportunity to submit offers and responses to this solicitation, and to participate in any contract consummated pursuant to this advertisement. Compliance with Federal and State laws on Equal Opportunity will also be asserted in consideration for the award of this contract. No proposer will be discriminated against because of age, sex, race, color, religion, national origin, or handicapping conditions.

CAT encourages the utilization of minority owned financial institutions, a list is provided below:
- Carver State Bank (Savannah);
- Citizens Trust Bank (Atlanta);
- Metro City Bank (Doraville);
- Quantum National Bank (Suwanee).
1.25 TAXES
CAT is exempt from payment of federal excise and transportation tax and Georgia Sales and Use taxes. These taxes are not to be included in the response price. Tax exemption information, upon request, will be provided to the successful proposer upon award of the contract.

1.26 CONTRACT TERMINATION
CAT may terminate this solicitation and any corresponding contract, in whole or in part, at any time by written notice to the Contractor when it is in CAT's best interest.

1.27 ASSIGNMENTS
The proposer shall not assign this contract, wholly or in part, without the prior written consent of CAT. No assignment shall relieve the contractor of any obligations under the contract.

1.28 ADDENDA
Any changes in these instructions or other requirements will be accomplished by a written addendum sent to all prospective proposers. All such addenda shall become a part of the contract. Failure to acknowledge receipt of all addenda may cause the response to be considered non-responsive, and therefore rejected.

1.29 PROHIBITED INTERESTS
No member, officer, or employee of CAT and/or member of, delegate to, the Congress of the United States shall, during his/her tenure, or for one year thereafter, have either a direct or an indirect interest in this contract or the proceeds thereof.

1.30 AUDIT & INSPECTION
The proposer agrees to allow CAT, the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination:

   1.31.1 Inspect all work, materials, payrolls, and other data/records associated with the project; and

   1.31.2 Audit the books, records, and accounts associated with the project.

   1.31.3 In addition, the contractor must also agree to maintain all required records for a minimum of three (3) years after CAT makes final payments and all other pending matters are closed.

1.31 NOTICE TO PROCEED
The successful proposer shall not commence work under this Invitation for Bids until a written contract is awarded, proof of insurance has been received, and a Notice to Proceed is issued. If the successful proposer does commence any work or deliver items prior to receiving official notification, the proposer does so at its own risk.

1.32 SCOPE OF SERVICES
The proposer shall provide a solution to the scope of the request described in detail in Attachment A – Scope of Services.
In the case of goods, equipment, or services identified by a “brand name or equal” description, no preference will be given to responses offering to furnish the name brands over those offering accepted equal value and quality, and vice versa. Wherever in the specifications the name of a certain brand, make, manufacturer, or definite specification is utilized, these specifications are used only to denote the quality standard of product, style type, and character of product desired and do not restrict proposers to the specific brand, make, manufacturer or specification named. Equivalent products, which have been designated "approved equals" by CAT or its agents, shall be acceptable. Proposer must submit to CAT a written request for approval of all equivalent products by the inquiry deadline.

1.33 EVALUATION OF RESPONSES
Responses received that are determined to be responsive and responsible will be evaluated by members of a CAT Evaluation Committee in accordance with the criteria set forth below. The criteria are weighted by their relative degree of importance.

Evaluation Criteria:

For any DBE subcontractor use, please provide a summary of the percentage of use that you are committing to the DBE contractor in your price proposal

1.34 FEDERAL REGULATORY REQUIREMENTS
Federal Regulatory Requirements applicable to this request are listed in Attachment G. Proposer must sign the individual clauses that require separate signatures as well as sign the certification at the beginning of Attachment G. Proposer must return these signed federal clauses with its response.

1.35 ADDITIONAL RESPONSE REQUIREMENTS
Any response delivered to CAT that does not contain the following documents and/or information will be considered an unresponsive submission.

1.35.1 Most recent three (3) years comprehensive financial statements, audited version if your business structure requires such. These documents may be marked as “Trade Secret – Confidential Financial Data”, but must be accompanied by an attached affidavit affirmatively declaring that the specific information in the records constitute trade secrets pursuant to Article 2 of Chapter 1 of Title 10, Official Code of Georgia.

1.35.2 Statement regarding the staffing availability of your business to handle the scope of services in this solicitation.

1.35.3 Evidence of current Commercial General/Professional Liability insurance providing insurance for bodily injury, property damage, personal injury and advertising injury, with limits of not less than $1,000,000.

1.35.4 Complete, sign, and return the pertinent portions of Attachments B – G.
Attachment A

SCOPE OF SERVICES

SEE PAGES 21 - 67
DBE, Non-Debarment, and EPA Certification

The firm submitting this response _____IS or _____IS NOT a Disadvantaged Business Enterprise.

The firm submitting this response _____DOES or _____DOES NOT use Disadvantaged Business Enterprise subcontractors.

For any DBE subcontractor use, please provide a summary of the percentage of use that you are committing to the DBE subcontractor in your price proposal.

All offerors must certify that they are not on the Comptroller General’s list or any DOT List of Ineligible Proposers, List of Persons or Firms Currently Debarred for Violations of Various Contracts Incorporating Labor Standards Provisions, or that the facilities to be utilized in the performance of this project have not been listed on the Environmental Protection Agency’s List of Violating Facilities. By signing the Certification Form, this certification is completed.

The signature below attests that the offeror’s response is made with full understanding and acceptance of the provisions contained in this response.

________________________________________  ________________________________
Signature                                           Witness Signature

Print or Type:

________________________________________
Name & Title of Signing Officer

________________________________________
Mailing Address

________________________________________
City, State, Zip

________________________________________
E-Mail Address

________________________________________
Company

________________________________________
Date

________________________________________
Telephone
Attachment C
References

CAT may contact references in an effort to obtain more information about the proposer. The references listed should be companies and individuals with whom the proposer has supplied equipment and/or performed services similar to those specified herein.

1. Company Name: _________________________________
   Contact Name: _________________________________
   Phone Number: ________________________________
   Description of Work: ____________________________

________________________________________________________________

2. Company Name: _________________________________
   Contact Name: _________________________________
   Phone Number: ________________________________
   Description of Work: ____________________________

________________________________________________________________

3. Company Name: _________________________________
   Contact Name: _________________________________
   Phone Number: ________________________________
   Description of Work: ____________________________
Attachment D
Addendum Acknowledgment

The undersigned acknowledges receipt of the following addenda to the response documents.

NO ADDENDA WERE RECEIVED ___________

(Give number and date of each):

Addendum No.  1  Dated ____________
Addendum No.  2  Dated ____________
Addendum No.  3  Dated ____________
Addendum No.  4  Dated ____________
Addendum No.  5  Dated ____________

Failure to acknowledge receipt of all addenda may cause the response to be considered non-responsive.

____________________________
Signature

____________________________
Title
Attachment E
OFFEROR’S CHECKLIST
(To verify that all necessary documents are included)

This form **must be completed** and returned with the response. Failure to return the completed form may be cause for considering your response non-responsive.

*Responses must be clearly marked with the response number and title, date and time of response opening, and company name. Below is a list of all materials and responses required for this response.*

<table>
<thead>
<tr>
<th>Proposer Contact Information</th>
<th>Proposer Check off</th>
<th>CAT Check off</th>
</tr>
</thead>
<tbody>
<tr>
<td>Financial Statement/Tax Return</td>
<td>______</td>
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<tr>
<td>Evidence of Gen. Liability Insurance</td>
<td>______</td>
<td>______</td>
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<tr>
<td>Attachment B – DBE Certification Form</td>
<td>______</td>
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<tr>
<td>Attachment C – Proposer’s References</td>
<td>______</td>
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<tr>
<td>Attachment D – Addendum Acknowledgment</td>
<td>______</td>
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<tr>
<td>Attachment E – Offeror’s Checklist</td>
<td>______</td>
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<td>Attachment F – Proposer Information Form</td>
<td>______</td>
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<tr>
<td>Attachment G – Federal Clause Certification</td>
<td>______</td>
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<td>Buy America Certification</td>
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<tr>
<td>Lobbying Certification</td>
<td>______</td>
<td>______</td>
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</tbody>
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___________________________
Signature

_____________________________________
Title

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Attachment F

PROPOSER INFORMATION FORM

All offerors are required to submit this information as a condition of submitting an offer to CAT. Offerors must insure that ALL sub-contractors at all tiers, which are proposed to be used under any agreement issued by CAT, have also submitted an executed copy of this form. CAT is required to maintain this information by the Federal Transit Administration and it is not subject to waiver.

Firm Name

Firm Address

Telephone Number
Fax Number
DUNS Number
E-Mail Address

Firm’s status as Disadvantaged Business Enterprise (DBE) or Non-DBE ____________

Year Firm Founded

Annual gross receipts of the firm:
___< $500K;  ___ $500K - $1 million;  ___ $1-2 million;  ___ $2-5 million;  ___> $5 million

Prime or Sub-Contractor ______________

NAICS code(s) _________________________________

I certify to the best of my knowledge that the above information is true and correct:

Signature: ____________________________
Name/Title: ____________________________
Date: ____________________________
CAT Project No.: ____________________________

FAILURE TO PROVIDE A COMPLETED COPY OF THIS FORM AS STIPULATED HEREIN MAY PRECLUDE YOUR OFFER FROM CONSIDERATION FOR AWARD.
Attachment G
Federal Regulatory Requirements

CONTRACTOR MUST REVIEW THESE REQUIREMENTS, SIGN THE CERTIFICATION & APPLICABLE FEDERAL REGULATIONS, AND SUBMIT THIS SECTION AS PART OF THE RESPONSE.

FEDERAL CLAUSE CERTIFICATION

I have read and understand the federal clauses that are applicable to this solicitation and I am duly authorized to execute this Certification on behalf of the entity submitting this response.

Proposer Name

By Its: _____________________________
Title

______________________________
Sign Name

______________________________
Printed Name

_______________
Date

State of _______________________
County of ______________________

Signed and sworn to before me on _________________, 20___
by ________________________________ the _____________________ of Contractor and duly authorized to execute this instrument on Contractor’s behalf.

____________________________________
Notary Public

____________________________________
My Commission Expires
Outline Specifications
65’x21’-4” Passenger Vessel

1. Principal Dimension
2. Capacity
3. Tankage
4. Certification
5. Gross Tonnage
6. Propulsion System
7. Generators
8. Steering
9. Hybrid System
10. Pumps & Piping
11. Structure
12. Anchor
13. Fire Suppression
14. Fire & Safety Equipment
15. Primary Lifesaving Equipment
16. Public Space Interior
17. Hatches & Manholes
18. Pilothouse Finishes
19. Paint
20. Railings
21. Windows
22. Doors
23. Thermal Insulation
24. Engine Room Sound Insulation
25. Machinery Space Ventilation
27. General Electrical
28. Lighting
29. HVAC
30. Miscellaneous
31. Engineering
32. Lofting and NC Data
1. Principal Dimensions:
   - Length Overall: 67’-10”
   - Length (Waterline): 63’-10”
   - Beam (molded): 21’-4”
   - Beam (over guards): 23’-1”
   - Depth at side Lowpoint of Sheer (to Keel): 5’-6½”
   - Depth at side Lowpoint of Sheer (inside hull): 5’-6”
   - Draft Amidships: 3’-0”
   - Speed (maximum): 11 knots

2. Passenger Capacity: 150
   Crew Capacity: 2

3. Tankage:
   - Fuel: 800 gallons
   - Potable Water: None
   - Sewage: None
   - Lube Oil: None
   - Dirty Oil: None
   - Fuel tanks to have USCG acceptable sight glass per USCG requirements.

4. Certification: U.S. Coast Guard, Subchapter T, Partially Protected Waters
   & ASTM F3353-19 Shipboard Lithium-Ion Batteries

5. Gross Tonnage: Less than 100 GRT

6. Propulsion System:
   - Waterjet (2): Single stage, 12” impeller, weight not to exceed 415 Lbs (Dry),
     maximum input power 450 BHP, maximum drive speed 3,000 RPM w/controls,
     hydraulic pump, and PTO.
   - Propulsion Electric Motor: Permanent Magnet Traction Motor, IP67, 500 to 750V,
     3-Ph, Peak Power 300 kW, Peak Torque 3,700 Nm (2729 ft/lbs) Continuous Power 205 kW,
     Continuous Torque 2,000 Nm (1475 ft/lbs)

7. Generators:
   - Engine (2): 6.7L Marine Diesel, 305MHP @2600RPM, rated for Hybrid Service by
     Engine Manufacturer.
   - Generator (2): Permanent Magnet Traction Motor, IP67, 500 to 750V, 3-Ph,
     Peak Power 300 kW, Peak Torque 3,700 Nm (2729 ft/lbs) Continuous Power 205 kW,
     Continuous Torque 2,000 Nm (1475 ft/lbs Tier 3 EPA Compliant
- Keel Cooled
- Dry exhaust mufflers, Marine rated
- 12 V DC Start
- Switchboard manufactured to USCG Specifications
- Non-parallel operation
- Shore Power: 100 amps, 240 V, 1-phase, plug and receptacle

8. Hybrid System, to meet USCG Regulations & ASTM F3353-19
Consisting of:
- Battery Packs (4): 98kW each, Lithium-Ion, with BMS, Horizontal Mounted, not rack mount.
- Modular Power Control System Integration Units (1) Port Side (1) Stbd. Side
- Modular Accessories Power System Units (1) Port Side (1) Stbd. Side
- Charger: 11kA
- 700V Propulsion Cables
- Battery Cabinets
- Chiller Units (2): MTDX36 36,000 BTU/hr for electronic propulsion system

9. Steering:
- WaterJet Hydro-Electronic Controls
- Integrated Wheel, follow Up, w/ multiple potentiometers
- Independent thruster position indicator

10. Pumps & Piping:
- Fire Pump, (5HP, 50 GPM @ 70 PSI, Self Primining
- Bilge Pump (6): 3700GPH with Float Switches (2 each per pump)
- Chilled Water Circ. Pump (2): 1/3HP centrifugal, 29GPM @ 20ft head
- Condenser Circ Pump (2): 1/3HP centrifugal, 29GPM @ 20ft head
- Exhaust Cooling Mixer (2): 1/3HP centrifugal, 6GPM
- USCG approved CPVC piping systems where acceptable by USCG, DWV fittings for gravity drains. Stainless steel drain piping where CPVC not practical.
- Aluminum piping at deck penetrations for CPVC piping.
- All piping systems and materials to meet USCG requirements.

11. Structure:
- Welded 5086/6061 Aluminum hull structure per Aluminum Construction Manual for Allowable Stresses.
- 1’-6” Transverse Frame Spacing, 3’-0” Tonnage Frame Spacing
- 16” Longitudinal Panel Stiffener Spacing
- 15” Bulkhead Stiffener Spacing
- 1/4” Bottom Plate
- 1/4” W.T. Bulkheads
- Main Deck Aluminum Deck Extrusion
- 1/4” Side Shell Plate and Tank Bulkheads
- 2\textsuperscript{nd} deck canopy 3/16” Plate w/ double L3x3x1/4” truss
- 3/16” Main Deckhouse Sides
- 3/16” Pилоthouse
- 3/16” Main Deck Fwd. Bulwark
- D-Type Solid Fenders sides and fwd, D-Type Hollow Fenders at corners
- 1/2”x4” plate keel
- Engine girders I-beam (AA) 10x10.28
- Grind weld butts and seams on deckhouse and hull above waterline

12. Anchor:

- (1) 100# Danforth –Style Workboat Anchor.
- 15 ft. of 1/2” galvanized anchor chain with 200’ ¾” Nylon Anchor Line.

13. Fire Detection and Suppression System:

- Per USCG Subchapter T & ASTM F3353-19 requirements: located inside the Generator Compartments, Waterjet Compartments, and Energy Storage Compartments.
- Commercial Fire Communications and Monitoring System: dual path communicator that allows a fire panel to use the internet or cellular means to connect to a land based fire station.

14. Fire & Safety equipment per USCG Subchapter T requirements.

- Life Jackets stowed in FRP deck boxes distributed throughout vessel in designated areas.

15. Primary Lifesaving Equipment: none required

16. Public Space Interior:

- Walls: 3/8” aluminum honeycomb panels with Vinyl finish surface and anodized trim and joiners. Owner to specify color.
- Ceiling: 2x2 Lay-In Ceiling Tiles.
- Floor coverings for interior and Pилоthouse: Vinyl Safety flooring or equal.

17. Hatches & Manholes:

- Escape and Access Hatches: Mechanically Latched (hinged & pullout) watertight hatch, flush with knife-edge seal
- Fuel Tank Access: Bolt-on, raised manhole
- Soft patches above generator and waterjet: Yard fabricated
18. Pilothouse Finishes:
- Console: metal frame with removable access panels.
- Commercial Grade Helm Chair.
- Ceiling similar to deckhouse.

19. Paint:
- The following coating system shall be supplied by Builder and applied to the vessel:
  1) Hull Keel to Underside of Spray Rail:
     A universal anticorrosive epoxy scheme providing long term corrosion protection, with antifoulings being applied directly. A high performance Copper and TBT free polishing scheme. Surface Preparations: Where necessary remove all weld splatter, smooth weld seams and sharp edges. Fresh water wash to remove all dirt and contamination, as necessary. Degrease according to SSPC-SP1 solvent cleaning. Ensure area is clean and dry prior to application. Blast to ISO 8501-1 Sa2½ or SSPC SP10. Apply the material before visible oxidation occurs. If oxidation does occur, the entire oxidised surface should be re-blasted to the standard specified above.

<table>
<thead>
<tr>
<th>Coats</th>
<th>Colour</th>
<th>% Loss factor</th>
<th>Volume Solids (%)</th>
<th>VOC (lb/G)</th>
<th>WFT (mil)</th>
<th>DFT (mil)</th>
<th>PSR (ft²/G)</th>
<th>Overcoating 77°F</th>
<th>Volume (G)</th>
<th>Before Flooding 50°F</th>
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<td>6.3</td>
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<td>10hrs 8wks</td>
<td>5.50</td>
<td></td>
</tr>
<tr>
<td>FC</td>
<td>Light Grey</td>
<td>30</td>
<td>80</td>
<td>1.6</td>
<td>6.3</td>
<td>5</td>
<td>182.54</td>
<td></td>
<td>5.50</td>
<td></td>
</tr>
<tr>
<td>FC</td>
<td>Black</td>
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<td>58</td>
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<td>8.6</td>
<td>5</td>
<td>132.42</td>
<td>6hrs ext.</td>
<td>7.60</td>
<td>20hrs</td>
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<tr>
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<td>30</td>
<td>58</td>
<td>3.2</td>
<td>8.6</td>
<td>5</td>
<td>132.42</td>
<td>6hrs ext.</td>
<td>7.60</td>
<td>20hrs</td>
</tr>
</tbody>
</table>

2) Spray Rail to Main Deck:
- An epoxy anticorrosive scheme with Polysiloxane finish. Surface Preparations: Where necessary remove all weld splatter, smooth weld seams and sharp edges. Fresh water wash to remove all dirt and contamination, as necessary. Degrease according to SSPC-SP1 solvent cleaning. Ensure area is clean and dry prior to application. Blast to ISO 8501-1 Sa2½ or SSPC SP10. Apply the material before visible oxidation occurs. If oxidation does occur, the entire oxidised surface should be re-blasted to the standard specified above.

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</tr>
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<td>5</td>
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<td>FC</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>16.80</td>
</tr>
</tbody>
</table>
3) External Decks:
A lightweight nonskid decking system. Fresh water wash to remove all dirt and contamination, as necessary. Degrease according to SSPC-SP1 solvent cleaning. Ensure area is clean and dry prior to application. Blast to ISO 8501-1 Sa2½ or SSPC SP10.

<table>
<thead>
<tr>
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<td>30</td>
<td>80</td>
<td>1.6</td>
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<td>53.40</td>
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</tr>
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</table>

4) Wheelhouse Roof:
A universal anticorrosive epoxy scheme overcoated with polyurethane finish. Broadcast aggregate into 2nd coat until refusal. Surface Preparations: Where necessary remove all weld splatter, smooth weld seams and sharp edges. Fresh water wash to remove all dirt and contamination, as necessary. Degrease according to SSPC-SP1 solvent cleaning. Ensure area is clean and dry prior to application. Blast to ISO 8501-1 Sa2½ or SSPC SP10. Apply the material before visible oxidation occurs. If oxidation does occur, the entire oxidised surface should be re-blasted to the standard specified above.

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<td></td>
</tr>
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<td>182.54</td>
<td>10hrs 7days</td>
<td>5.50</td>
<td></td>
</tr>
<tr>
<td>FC</td>
<td>White</td>
<td>30</td>
<td>57</td>
<td>3.5</td>
<td>5.3</td>
<td>3</td>
<td>216.77</td>
<td>6hrs ext.</td>
<td>4.60</td>
<td></td>
</tr>
</tbody>
</table>

5) Superstructure:
A universal anticorrosive epoxy scheme overcoated with polysiloxane finish. Surface Preparations: Where necessary remove all weld splatter, smooth weld seams and sharp edges. Fresh water wash to remove all dirt and contamination, as necessary. Degrease according to SSPC-SP1 solvent cleaning. Ensure area is clean and dry prior to application. Blast to ISO 8501-1 Sa2 or SSPC SP6.
20. Railings:
- Aluminum square tube construction.

21. Windows:
- Aluminum frames marine windows.
- Pilothouse windows opening, (1) on each side
- Tint to be Owner approved.

22. Doors:
- Aluminum exterior doors with half height glass windows, Aluminum hinges and hardware
- Interior Doors to be aluminum
- Keying to be approved by Owner prior to purchasing hardware

23. Thermal Insulation:
- All exterior boundaries to climate controlled spaces to be insulated with .8 PCF fiberglass thermal insulation, USCG approved under CG 164.009, nominal 4” thickness

24. Sound Insulation to be 8” thickness, with lead composite septum.
- Installed on under side of access hatches and soft patches.

25. Mechanical Spaces Ventilation (Generator Compartment and Waterjet Compartment):
- Generator compartment: 12” dia. 610CFM inline fan
- Waterjet compartment: 8” dia. 250CFM inline fan
- Energy Storage System compartment: Non-sparking (per ASTM F3353-19) 8” dia. 250CFM inline fan
- Closures as required for CO2 System discharge per USCG requirements

26. Pilothouse Electronics & Navigation:
- Chart Plotter and GPS
- VHF Radio (2)
- Waterjet Controls:
  - Bucket Position, Thruster Reverse, Thruster Control, Status Indicator
- Bilge High Water Alarm
- ESS/Propulsion Monitors
- Steering Control: Wheel, Follow Up Control w/ multiple potentiometers
- Steering Angle Indicators (2)
- Two Trumpet air horn
• Navigation Lights per USCG requirements

27. General Electrical:

• See D&L Dwg. #22-1477-5001 & 5002 for Electrical System

28. Lighting:

• Explosion Proof Lights in ESS Space.
• LED ceiling can lights (8 ft. o.c.) in passenger spaces
• Standard LED Fluorescent-style tube lighting in Pontoon Generator Compartment, Waterjet Compartment, & Chiller Compartment, USCG acceptable
• Exterior fixtures on Main Deck, USCG acceptable

29. HVAC:

• Approx. 10.75 tons required
  • Main Cabin: 8 tons
  • Electronics Room (2): 0.75 tons each
  • Pilothouse: 1.25 tons
• Mini-split System, consisting of (2) 4 Ton Exterior Compressors, (1) 4 Ton Exterior Compressor, (9) Cassette Interior AHUs, and (1) Floor Mount AHU in Pilot House
• Fancoil units mounted in overheads and closets
• Electric Heat Strips

30. Miscellaneous:

• (15) 12 Pound bolt-on aluminum anodes with angle bracket mounts. Additional anodes at Seachests.

31. Engineering:

• Engineering will be provided by the Owner to include plans and calculations as required to be approved by the USCG Marine Safety Center, except plans normally furnished by the Vendor for MSC approval such as switchboard, CO2 system, fire/smoke alarm & detection system, DVTP analysis for engine controls, etc. Any further engineering required should be provided by the shipyard. Naval will be responsible for calculations for the vessel to admeasure under 100 gross tons. The cost of the admeasurement fees and survey fees will be to the shipyard.

32. Lofting and NC Data:

• The shipyard will be responsible for final digital lines fairing and NC cutting data.
VESSLE PARTICULARS

SMALL PASSENGER CATAMARAN VESSEL (T)

LENGTH: 65FT
BEAM: 22FT
DISPLACEMENT: 45LT
PASSENGERS: 150
CREW: 2

NOTES:
1. ALL MEASUREMENTS IN FEET & INCHES
2. FRAME SPACING IS 18 INCHES
3. KEEL COOLER INSETS INBOARD
VESSEL PARTICULARS
SMALL PASSENGER CATAMARAN VESSEL (T)
LOA: 67FT-10IN
LWL: 63FT-10IN
BEAM: 22FT
DISPLACEMENT: 45LT
PROPULSION: DIESEL—ELECTRIC HYBRID
PASSENGERS: 150
CREW: 2
# Summary of Loads

Northern Lights 20kW 3Ph 120/208vac .8PF

<table>
<thead>
<tr>
<th>CIRCUIT #</th>
<th>DESCRIPTION</th>
<th>ATTACHED LOADS (KW)</th>
<th>Service factor</th>
<th>WINTER LOAD</th>
<th>SUMMER LOAD</th>
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<td>SW1-1</td>
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<td>SW1-2</td>
<td>HVAC Distribution Panel</td>
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<td>10.5</td>
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**TOTAL SWITCHBOARD kW**

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<th>18.3</th>
<th>18.3</th>
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<tr>
<td>TOTAL AMPS @ GENERATOR (.8pf)</td>
<td>132.5</td>
<td></td>
<td></td>
<td>63.3</td>
<td>63.3</td>
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</table>
## Pilot House Dist Panel

<table>
<thead>
<tr>
<th>CIRCUIT #</th>
<th>DESCRIPTION</th>
<th>ATTACHED LOADS (KW)</th>
<th>Service factor</th>
<th>Winter Loads (KW)</th>
<th>Summer Loads (KW)</th>
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<td>1,3,5</td>
<td>Fire Pump (5 HP)</td>
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<td>Pilot House Receptacles</td>
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<td>Exhaust Cooling Pump #2</td>
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**TOTAL PANEL kW**

<table>
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<tr>
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**TOTAL AMPS 208/120v 3 Phase**

<table>
<thead>
<tr>
<th></th>
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## Pilot House Dist Panel

<table>
<thead>
<tr>
<th>CIRCUIT #</th>
<th>DESCRIPTION</th>
<th>ATTACHED LOADS (KW)</th>
<th>Service factor</th>
<th>Winter Loads</th>
<th>Summer Loads</th>
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<tbody>
<tr>
<td>1,3</td>
<td>AHU #1 4 Ton</td>
<td>5.52</td>
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<td>5,7</td>
<td>AHU #3 Daikin 4 Ton</td>
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<td>Port Generator Rm Intake &amp; Exhaust Fans</td>
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<td>9</td>
<td>Stbd. Generator Rm Intake &amp; Exhaust Fans</td>
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<td>Port Chiller Intake Fan</td>
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<td>Port Lazarette Intake Fan</td>
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<td>Stbd. Lazarette Intake Fan</td>
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<tr>
<td>12</td>
<td>Port Battery Room Intake &amp; Exhaust Fans</td>
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<td><strong>18.2</strong></td>
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<td><strong>TOTAL AMPS 208/120v 3 Phase</strong></td>
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<tr>
<td>CIRCUIT #</td>
<td>A AMPERES</td>
<td>CIRCUIT #</td>
<td>B AMPERES</td>
<td></td>
<td></td>
</tr>
<tr>
<td>----------</td>
<td>-----------</td>
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<tr>
<td>1</td>
<td>Horn</td>
<td>0.83</td>
<td>4</td>
<td>Radio 2 Hailer/PA</td>
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<tr>
<td>2</td>
<td>NAV LIGHTS</td>
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<td>Radio 1 Hailer/PA</td>
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<tr>
<td>5</td>
<td>P.H. Lights</td>
<td>5.80</td>
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<td>6</td>
<td>Radar/Chartplotter Navnet T214w built in GPS</td>
<td>10.00</td>
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<tr>
<td>7</td>
<td>Cabin Light Backup Inverter (Direct from</td>
<td>40.00</td>
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<tr>
<td>8</td>
<td>Firepump Clutch</td>
<td>4.00</td>
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</table>

**TOTAL COLUMN A** | 76.13

**TOTAL COLUMN B** | 5.50

10% COLUMN B | 0.55

LARGEST ITEM COLUMN B | 5.50

**TOTAL DC LOAD COLUMN A + LARGEST COLUMN B** | 81.63

---

Ships Service Battery Selection

Peukerts T=0.0292 x I^{1.225} x 60

T= battery reserve in minutes

I= Total Current of Column A in Amperes

Battery Bank Amp Hours (Reserve capacity) = 360Ah(770ResCap)*

*2x 12V 4D AGM connected in Parallel (385Res Cap x 2 = 770 Res Cap)

434.14<770 therefore acceptable reserve capacity.

---

8/12/2022 1279-5100 Electrical Load Analysis By: Christopher Duncan
<table>
<thead>
<tr>
<th>CIRCUIT #</th>
<th>A: PORT CIRCUIT</th>
<th>AMPERES</th>
<th>CIRCUIT #</th>
<th>B: STARBOARD CIRCUIT</th>
<th>AMPERES</th>
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<tbody>
<tr>
<td>1</td>
<td>Port Bilge Pump</td>
<td>5.50</td>
<td>4</td>
<td>P&amp;S Engine Room Light</td>
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<tr>
<td>2</td>
<td>Starboard Bilge Pump</td>
<td>5.50</td>
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<tr>
<td>3</td>
<td>Port High Water Alarm</td>
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</tr>
<tr>
<td>5</td>
<td>Starboard High Water Alarm</td>
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<tr>
<td>6</td>
<td>Starboard Bucket Controller</td>
<td>4.00</td>
<td></td>
<td></td>
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<tr>
<td>7</td>
<td>Port Bucket Controller</td>
<td>4.00</td>
<td></td>
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</table>

| TOTAL COLUMN A | 49.00 |
| TOTAL COLUMN B | 1.40  |
| 10% COLUMN B   | 0.14  |
| LARGEST ITEM COLUMN | 1.40 |

**Ships Service Battery Selection**

| TOTAL DC LOAD COLUMN A + LARGEST COLUMN B | 50.40 |

Peukerts T=0.0292 x I^1.225 x 60 = 240.49

Battery Bank Amp Hours (Reserve capacity) = 579Ah (1185 Res Cap) * 3x 12V 4D AGM connected in Parallel (395 Res Cap x 3 = 1185 Res Cap)

240.5 x 1185

therefore acceptable reserve capacity.

579 = 289.5 useable Ah, therefore use either method for sizing Battery Bank
ACCESS TO RECORDS AND REPORTS

a. 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.

b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. 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.

c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

AMERICANS WITH DISABILITIES ACT (ADA)

The contractor agrees to comply with the requirements of 49 U.S.C. § 5301(d), which states the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The contractor also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

BUS TESTING

The operator of the bus testing facility is required to provide the resulting test report to the entity that submits the bus for testing. The manufacturer or dealer of a new bus model or a bus produced with a major change in component or configuration is required to provide a copy of the corresponding full bus testing report and any applicable partial testing report(s) to the Agency during the point in the procurement process specified by the Agency, but in all cases before final acceptance of the first bus by the Agency. The complete bus testing reporting requirements are provided in 49 C.F.R. § 665.11.

BUY AMERICA REQUIREMENTS

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661 and 2 CFR § 200.322 Domestic preferences for procurements, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C), 49 U.S.C. § 5323(u) and 49 C.F.R. § 661.11. The bidder or offeror must submit to the Agency the appropriate Buy America certification. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

BYRD ANTI-LOBBING AMENDMENT

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Agency."

CARGO PREFERENCE REQUIREMENTS

The contractor agrees:

a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; 

b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA Recipient (through the contractor in the case of a subcontractor's bill-of-lading); and

c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

CIVIL RIGHTS LAWS AND REGULATIONS

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

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

Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.


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

Civil Rights and Equal Opportunity

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

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

2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. chapter 60, and Executive Order No. 11246, ”Equal Employment Opportunity in Federal Employment,” September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.


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

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...

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.
CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards. 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).

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. Applicability: This requirement applies to all FTA grant and cooperative agreement programs.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

DEBARMENT AND SUSPENSION

a. Applicability: This requirement applies to all FTA grant and cooperative agreement programs for a contract in the amount of at least $25,000

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) The accompanying certification is a material representation of fact relied upon by the subrecipient. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Agency and subrecipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

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

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.

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.

EQUAL EMPLOYMENT OPPORTUNITY

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

FEDERAL CHANGES

49 CFR Part 18 Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

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

Incorporation of Federal Transit Administration (FTA) Terms - The provisions within include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in the current FTA Circular 4220 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this 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.
PROMPT PAYMENT

The Agency 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 Agency, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

NOTIFICATION TOFTA

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

PRE-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES

The Contractor agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. part 663. The Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. The Contractor agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 C.F.R. part 663 and related FTA guidance.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract.7

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

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

1. Procure or obtain;

2. Extend or renew a contract to procure or obtain; or

3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

   i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

   ii. Telecommunications or video surveillance services provided by such entities or using such equipment.

   iii. Telecommunications or video surveillance equipment or services 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.

b. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

c. See Public Law 115-232, section 889 for additional in formation.

d. See also § 200.471.

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

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

SAFE OPERATION OF MOTOR VEHICLES

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

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

SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

Apply to States –

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

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

b. Documents - The State agrees to provide the information required under this provision in the following documents: (1) applications for federal assistance, (2) requests for proposals or solicitations, (3) forms, (4) notifications, (5) press releases, and (6) other publications.

SIMPLIFIED ACQUISITION THRESHOLD

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council of the Defense Acquisition Regulation Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such remedies and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317–200.327. The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America’s eligibility and process requirements apply to any procurement in excess of $150,000. 49 U.S.C. § 5323(j)(13).

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
cancel or rescind the contract (unless the agency directs contractor to do so) or to suspend or abandon performance.

**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 the 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 possesses goods that belong to the agency, the contractor shall, upon direction of the agency, store or dispose of the goods at the contractor's expense. If the contractor fails to store or dispose of the goods, the agency may store or dispose of the goods at the contractor's expense, and the contractor shall be liable to the agency for any additional costs incurred by the agency in storing or disposing of the goods.

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, 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. In this event, the agency may take over and complete the work or contract for the completion of the work, and the contractor shall be liable to the agency for any additional costs incurred by the agency in completing or differ from 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.

If, after termination of the contractor's right to proceed, it is determined that the contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of agency.

**Termination for Convenience or Default (Architect and Engineering)**

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

If the termination is for the convenience of the agency, the agency's contracting officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If the termination is for failure of the contractor to fulfill the contract obligations, the agency may complete the work by contract or otherwise and the contractor shall be liable for any additional costs 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.

**VIOLATION AND BREACH OF CONTRACT**

Rights and Remedies of the Agency

The agency shall have the following rights in the event that the agency deems the contractor guilty of a breach of any term under the contract.

1. The right to take over and complete the work or any part thereof as agency for and at the expense of the contractor, either directly or through other contractors; 2. The right to cancel this contract as to any or all of the work yet to be performed; 3. The right to specific performance, an injunction or any other appropriate equitable remedy; and 4. The right to money damages.

For purposes of this contract, breach shall include.

Rights and Remedies of Contractor

Inasmuch as the contractor can be adequately compensated by money damages for any breach of this contract, which may be committed by the agency, the contractor expressly agrees that no default, act or omission of the agency shall constitute a material breach of this contract, entitling contractor to cancel or rescind the contract (unless the agency directs contractor to do so) or to suspend or abandon performance.
Remedies
Substantial failure of the Contractor to complete the Project in accordance with the terms of this Contract will be a default of this Contract. In the event of a default, the Agency will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Contract by the Contractor before the Agency takes action contemplated herein, the Agency will provide the Contractor with sixty (60) days written notice that the Agency considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

Disputes
Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by an authorized representative of Agency. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Agency’s authorized representative. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Agency’s authorized representative shall be binding upon the Contractor and the Contractor shall abide be the decision.

In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the Authority acted in an arbitrary, capricious or grossly erroneous manner.

Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with the Agency’s direction or decisions made thereof.

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

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

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

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

I, ______________________________________________________ hereby certify

(Name and title of official)

On behalf of ___________________________________________ that:

(Name of Bidder/Company Name)

- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

The undersigned 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. Section 3801, et seq., are applicable thereto.

Name of Bidder/Company Name: __________________________________________________________

Type or print name: ______________________________________________________________________

Signature of authorized representative: __________________________________________ Date ________ / ________ / ________
GOVERNMENT-WIDE DEBARMENT AND SUSPENSION
(NONPROCUREMENT)

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

(1) It will comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 CFR part 180,

(2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:

a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
   1. Debarred,
   2. Suspended,
   3. Proposed for debarment,
   4. Declared ineligible,
   5. Voluntarily excluded, or
   6. Disqualified,

b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
   1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
   2. Violation of any Federal or State antitrust statute, or,
   3. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,

c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,

d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,

e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,

f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
   1. Equals or exceeds $25,000,.
   2. Is for audit services, or,
   3. Requires the consent of a Federal official, and

g. It will require that each covered lower tier contractor and subcontractor:
   1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
   2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
      a. Debarred from participation in its federally funded Project,
      b. Suspended from participation in its federally funded Project,
      c. Proposed for debarment from participation in its federally funded Project,
      d. Declared ineligible to participate in its federally funded Project,
      e. Voluntarily excluded from participation in its federally funded Project, or
      f. Disqualified from participation in its federally funded Project, and
   3. It will provide a written explanation as indicated on a page attached in FTA’s TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

(3) It will provide a written explanation as indicated on a page attached in FTA’s TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Certification

Contractor:________________________________________________________________________________________

Signature of Authorized Official:____________________________________________Date_______/_______/_______

Name and Title of Contractor’s Authorized Official:________________________________________________________________________
BUS TESTING CERTIFICATION

The undersigned bidder [Contractor/Manufacturer] certifies that the vehicle model or vehicle models offered in this bid submission complies with 49 U.S.C 5318(e) and FTA's implementation regulation at 49 CFR Part 665.

A copy of the test report (for each bid ITEM) prepared by the Federal Transit Administration’s (FTA) Altoona, Pennsylvania Bus Testing Center is attached to this certification and is a true and correct copy of the test report as prepared by the facility.

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

Name of Bidder/Company Name:__________________________________________________________

Type or print name:____________________________________________________________________

Signature of authorized representative:_____________________________________________________

Date of Signature:________/________/_______
PRE-AWARD CERTIFICATION REQUIREMENT FOR PROCUREMENT OF ROLLING STOCK (RECIPIENT)

BUY AMERICA REQUIREMENTS: Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If contractor certifies compliance with Buy America, it shall submit documentation listing:

A. Component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and

B. The location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

C. Solicitation Specification Requirements: Contractor shall submit evidence that it will be capable of meeting the bid specifications.

D. Federal Motor Vehicle Safety Standards (FMVSS): Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the buses will not be subject to FMVSS regulations.

As required by Title 49 of the CFR, Part 663 – Subpart B, ______________________________________(the recipient) is satisfied that the buses to be purchased, ______________________________________(number and description of buses) from ______________________________________(the manufacturer), meet the requirements of Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended. The recipient or its appointed analyst ______________________________________(the analyst, not the manufacturer or its agent), has reviewed documentation provided by the manufacturer, which lists (1) the proposed component and subcomponent parts of the buses identified by manufacturer, country of origin, and cost; and (2) the proposed location of the final assembly point for the buses, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

PRE-AWARD PURCHASER’S REQUIREMENTS CERTIFICATION

As required by Title 49 of the CFR, Part 663 – Subpart B, ______________________________________(the recipient) certifies that the buses to be purchased, ______________________________________(number and description of buses) from ______________________________________(the manufacturer), are the same product described in the recipient’s solicitation specification and that the proposed manufacturer is a responsible manufacturer with the capability to produce a bus that meets the specifications.

PRE-AWARD FMVSS COMPLIANCE CERTIFICATION

As required by Title 49 of the CFR, Part 663 – Subpart D, ______________________________________(the recipient) certifies that it received, at the pre-award stage, a copy of ______________________________________’s (the manufacturer) self-certification information stating that the buses, ______________________________________(number and description of buses), will comply with the relevant Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in Title 49 of the Code of Federal Regulations, Part 571.

Date: ____________________________________________

Signature: _______________________________________

Title: ___________________________________________
PRE-AWARD CERTIFICATION FOR PROCUREMENT OF ROLLING STOCK (VENDOR)

PRE-AWARD AUDIT REQUIREMENTS: A recipient purchasing revenue service rolling stock with FTA funds must ensure that a pre-award audit under this part is complete before the recipient enters into a formal contract for the purchase of such rolling stock.

DESCRIPTION OF PRE-AWARD AUDIT: A pre-award audit under this part includes— (a) A Buy America certification; (b) A purchaser's requirements certification; and (c) Where appropriate, a manufacturer's Federal Motor Vehicle Safety certification information.

PRE-AWARD BUY AMERICA CERTIFICATION: For purposes of this part, a pre-award Buy America certification is a certification that the recipient keeps on file that:

a. There is a letter from FTA which grants a waiver to the rolling stock to be purchased from the Buy America requirements under section 165(b)(1), (b)(2), or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended; or

b. The recipient is satisfied that the rolling stock to be purchased meets the requirements of section 165(a) or (b)(3) of the Surface Transportation Assistance Act of 1982, as amended, after having reviewed itself or through an audit prepared by someone other than the manufacturer or its agent documentation provided by the manufacturer which lists:

1. The Component and subcomponent parts of the rolling stock that are produced in the United States is more than sixty percent (60%) of the cost of all components and subcomponents of the vehicle identified by the manufacturer; and

2. The location of the final assembly must take place in the United States (49 CFR 661.11), including a description of the activities that will take place at the final assembly point and the cost of final assembly.

PRE-AWARD PURCHASERS REQUIREMENTS CERTIFICATION: For purposes of this part, a pre-award purchaser's requirements certification is a certification a recipient keeps on file that:

a. The rolling stock the recipient is contracting for is the same product described in the purchaser's solicitation specification; and

b. The proposed manufacturer is a responsible manufacturer with the capability to produce a vehicle that meets the recipient's specification set forth in the recipient's solicitation.

If buses or other rolling stock (including train control, communication, and traction power equipment) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder in accordance with the requirements in 49 CFR 661.13(b).

PRE-AWARD FMVSS COMPLIANCE CERTIFICATION: As required by Title 49 of the CFR, Part 663 – Subpart D, the recipient certifies that it received, at the pre-award stage, a copy of the manufacturers self-certification information stating that the buses will comply with the relevant Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in Title 49 of the Code of Federal Regulations, Part 571.

Bidder or Offeror Certificate of COMPLIANCE with Buy America and FMVSS Rolling Stock Requirements

As required by 49 CFR Part 663, the bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.

Company __________________________________________

Name __________________________________________ Title __________________________

Signature __________________________________________ Date __________/________/________

Bidder or Offeror Certificate of NON-COMPLIANCE with Buy America and FMVSS Rolling Stock Requirements

As required by 49 CFR Part 663, the bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

Company __________________________________________

Name __________________________________________ Title __________________________

Signature __________________________________________ Date __________/________/________
ON-SITE MANUFACTURER INSPECTION COMPLIANCE CERTIFICATION
(Post-Delivery purchaser’s requirement, in compliance with the federal requirements of 49 U.S.C. Section 5323(m))

ON-SITE MANUFACTURER INSPECTION COMPLIANCE CERTIFICATION
(Rolling Stock Procurements for more than 10 vehicles for areas >200,000 in population)

As required by 49 CFR Part 663-Subpart C, the

(Recipient’s name)

Certifies that a resident inspector,

(Name of inspector)

Was at ____________________________

(the manufacturer’s)

manufacturing site during the period of manufacture of the buses,

(description of buses).

The inspector visually inspecting the buses, the ____________________________ (the recipient) has reviewed

the inspection documentation, maintains a copy of this report, and certifies that the buses meet the contract specifications.

ON-SITE MANUFACTURER INSPECTION COMPLIANCE CERTIFICATION
(Rolling Stock Procurements for more than 20 vehicles for areas < 200,000 in population)

As required by 49 CFR Part 663-Subpart C, the

(Recipient’s name)

Certifies that a resident inspector,

(Name of inspector)

Was at ____________________________

(the manufacturer’s)

manufacturing site during the period of manufacture of the buses,

(description of buses).

The inspector visually inspecting the buses, the ____________________________ (the recipient) has reviewed

the inspection documentation, maintains a copy of this report, and certifies that the buses meet the contract specifications.

Signature ____________________________ Date _____/_____/_____

Title ____________________________
Pursuant to the provisions of Section 105(f) of the Surface Transportation Assistance Act of 1982, each bidder for this contract must certify that it has complied with the requirements of 49 CFR Part 26.49, regarding the participation of Disadvantaged Business Enterprises (DBE) in FTA assisted procurements of transit vehicles. Absent this certification, properly completed and signed, a bid shall be deemed non-responsive.

**Certification:**

I hereby certify, for the bidder named below, that it has complied with the provisions of 49 CFR Part 26.49 and that I am duly authorized by said bidder to make this certification.

**BIDDER/COMPANY**

Name of Bidder/Company ___________________________________________
Signature of Representative __________________________________________
Type or Print Name ________________________________________________
Title __________________________________ Date _____/_____/_______
POST DELIVERY CERTIFICATION FOR PROCUREMENT OF ROLLING STOCK (RECIPIENT)

POST DELIVERY AUDIT REQUIREMENTS: A recipient purchasing revenue service rolling stock with FTA funds must ensure that a post-delivery audit is complete before title to the rolling stock is transferred to the recipient.

DESCRIPTION OF POST DELIVERY AUDIT: A post-delivery audit under this part includes: (a) A post-delivery Buy America certification as described in 49 CFR 663.35; (b) A post-delivery purchaser's requirements certification as described in 49 CFR 663.37; and (c) When appropriate, a manufacturer's Federal Motor Vehicle Safety Standard self-certification information as described in 49 CFR 663.41 or 49 CFR 663.43.

POST DELIVERY BUY AMERICA CERTIFICATION: For purposes of this part, a post-delivery Buy America certification is a certification that the recipient keeps on file that:

a. There is a letter from FTA which grants a waiver to the rolling stock received from the Buy America requirements under sections 165 (b)(1), or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended; or
b. The recipient is satisfied that the rolling stock received meets the requirements of section 165 (a) or (b)(3) of the Surface Transportation Assistance Act of 1982, as amended, after having reviewed itself or by means of an audit prepared by someone other than the manufacturer or its agent documentation provided by the manufacturer which lists:
   1. Components and subcomponent parts of the rolling stock identified by manufacturer of the parts, their country of origin and costs; and
   2. The actual location of the final assembly point for the rolling stock including a description of the activities which took place at the final assembly point and the cost of the final assembly.

POST DELIVERY PURCHASERS REQUIREMENTS CERTIFICATION

For purposes of this part, a post-delivery purchaser's requirements certification is a certification that the recipient keeps on file that—

a. Except for procurements covered under paragraph (c) in this section, a resident inspector (other than an agent or employee of the manufacturer) was at the manufacturing site throughout the period of manufacture of the rolling stock to be purchased and monitored and completed a report on the manufacture of such rolling stock. Such a report, at a minimum, shall:
   1. Provide accurate records of all vehicle construction activities; and
   2. Address how the construction and operation the vehicles fulfills the contract specifications.

b. After reviewing the report required under paragraph (a) of this section, and visually inspecting and road testing the delivered vehicles, the vehicles meet the contract specifications.

c. For procurements of:
   1. Ten or fewer buses; or
   2. Procurements of twenty vehicles or fewer serving rural (other than urbanized) areas, or urbanized areas of 200,000 people or fewer; or
   3. Any number of primary manufacturer standard production and unmodified vans, after visually inspecting and road testing the vehicles, the vehicles meet the contract specifications.

POST DELIVERY AUDIT REVIEW

a. If a recipient cannot complete a post-delivery audit because the recipient or its agent cannot certify Buy America compliance or that the rolling stock meets the purchaser's requirements specified in the contract, the rolling stock may be rejected and final acceptance by the recipient will not be required. The recipient may exercise any legal rights it has under the contract or at law.

b. This provision does not preclude the recipient and manufacturer from agreeing to a conditional acceptance of rolling stock pending manufacturer's correction of deviations within a reasonable period of time.

POST DELIVERY FMVSS COMPLIANCE CERTIFICATION

If a vehicle purchased under this part is subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, a recipient shall keep on file its certification that it received, both at the pre-award and post-delivery stage, a copy of the manufacturer's self-certification information that the vehicle complies with relevant Federal Motor Vehicle Safety Standards.

Certificate of COMPLIANCE with Buy America and FMVSS Rolling Stock Requirements

The recipient hereby certifies that it has reviewed and ensures the bidder or offeror has complied with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.

Company
Name ____________________________________________ Title ____________________________
Signature ____________________________________________ Date ________________

Certificate of NON-COMPLIANCE, Buy America and FMVSS Rolling Stock Requirements

The recipient hereby certifies that it has reviewed and determined the bidder or offeror cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.

Company
Name ____________________________________________ Title ____________________________
Signature ____________________________________________ Date ________________
**POST DELIVERY CERTIFICATION FOR PROCUREMENT OF ROLLING STOCK (VENDOR)**

**POST DELIVERY AUDIT REQUIREMENTS:** A recipient purchasing revenue service rolling stock with FTA funds must ensure that a post-delivery audit is complete before title to the rolling stock is transferred to the recipient.

**DESCRIPTION OF POST DELIVERY AUDIT:** A post-delivery audit under this part includes: (a) A post-delivery Buy America certification as described in 49 CFR 663.35; (b) A post-delivery purchaser's requirements certification as described in 49 CFR 663.37; and (c) When appropriate, a manufacturer’s Federal Motor Vehicle Safety Standard self-certification information as described in 49 CFR 663.41 or 49 CFR 663.43.

**POST DELIVERY BUY AMERICA CERTIFICATION**

For purposes of this part, a post-delivery Buy America certification is a certification that the recipient keeps on file that:

a. There is a letter from FTA which grants a waiver to the rolling stock received from the Buy America requirements under sections 165 (b)(1), or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended; or

b. The recipient is satisfied that the rolling stock received meets the requirements of section 165 (a) or (b)(3) of the Surface Transportation Assistance Act of 1982, as amended, after having reviewed itself or by means of an audit prepared by someone other than the manufacturer or its agent documentation provided by the manufacturer which lists:

1. Components and subcomponent parts of the rolling stock identified by manufacturer of the parts, their country of origin and costs; and
2. The actual location of the final assembly point for the rolling stock including a description of the activities which took place at the final assembly point and the cost of the final assembly.

**POST DELIVERY PURCHASERS REQUIREMENTS CERTIFICATION**

For purposes of this part, a post-delivery purchaser's requirements certification is a certification that the recipient keeps on file that

a. Except for procurements covered under paragraph (c) in this section, a resident inspector (other than an agent or employee of the manufacturer) was at the manufacturing site throughout the period of manufacture of the rolling stock to be purchased and monitored and completed a report on the manufacture of such rolling stock. Such a report, at a minimum, shall:
   1. Provide accurate records of all vehicle construction activities; and
   2. Address how the construction and operation of the vehicles fulfills the contract specifications.

b. After reviewing the report required under paragraph (a) of this section, and visually inspecting and road testing the delivered vehicles, the vehicles meet the contract specifications.

c. For procurements of:
   1. Ten or fewer buses; or
   2. Procurements of twenty vehicles or fewer serving rural (other than urbanized) areas, or urbanized areas of 200,000 people or fewer; or
   3. Any number of primary manufacturer standard production and unmodified vans, after visually inspecting and road testing the vehicles, the vehicles meet the contract specifications.

**POST DELIVERY AUDIT REVIEW**

a. If a recipient cannot complete a post-delivery audit because the recipient or its agent cannot certify Buy America compliance or that the rolling stock meets the purchaser's requirements specified in the contract, the rolling stock may be rejected and final acceptance by the recipient will not be required. The recipient may exercise any legal rights it has under the contract or at law.

b. This provision does not preclude the recipient and manufacturer from agreeing to a conditional acceptance of rolling stock pending manufacturer's correction of deviations within a reasonable period of time.

**POST DELIVERY FMVSS COMPLIANCE CERTIFICATION**

If a vehicle purchased under this part is subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, a recipient shall keep on file its certification that it received, both at the pre-award and post-delivery stage, a copy of the manufacturer's self-certification information that the vehicle complies with relevant Federal Motor Vehicle Safety Standards.

**Certificate of COMPLIANCE with Buy America and FMVSS Rolling Stock Requirements**

The recipient hereby certifies that it has reviewed and ensures the bidder or offeror has complied with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.

Agency __________________________ Title __________________________ Date __________________________

Name __________________________ Signature __________________________

**Certificate of NON-COMPLIANCE, Buy America and FMVSS Rolling Stock Requirements.**

The recipient hereby certifies that it has reviewed and determined the bidder or offeror cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.

Agency __________________________ Title __________________________ Date __________________________

Name __________________________ Signature __________________________