

MASON TRANSIT AUTHORITY

REQUEST FOR PROPOSALS (RFP)

CAD/AVL, Scheduling, Dispatch, and Passenger Information System

RFP No. 2026-01

SECTION 1 – PROJECT OVERVIEW

1.1 Introduction

Mason Transit Authority (MTA) invites qualified firms to submit proposals for the provision, implementation, and ongoing support of an integrated transit technology platform designed to enhance operational efficiency, improve customer experience, and support data-driven decision-making across the organization.

MTA seeks modern, scalable technology solutions that support both fixed-route and demand-response operations while providing a unified platform for dispatching, scheduling, vehicle monitoring, rider communications, reporting, and operational management.

The selected solution may consist of a fully integrated platform or a combination of interoperable solutions. Vendors may submit proposals for individual components, multiple functional areas, or a complete turnkey solution.

1.2 Project Vision

MTA's objective is to deploy a modern Intelligent Transportation System (ITS) environment that:

- Improves operational visibility through real-time fleet monitoring.
- Enhances service reliability and on-time performance.
- Streamlines scheduling and dispatch operations.
- Improves passenger communications and customer experience.
- Supports compliance with federal and state reporting requirements.
- Provides actionable operational and performance analytics.
- Reduces manual processes and administrative workload.
- Establishes a scalable foundation for future technology enhancements.

1.3 Desired Solution Components

MTA is interested in solutions that may include the following functional areas:

Operations Management

- Computer-Aided Dispatch (CAD)
- Automatic Vehicle Location (AVL)
- Fixed Route Scheduling
- Demand Response Scheduling
- Run Cutting
- Workforce Management
- Driver Management

Vehicle Technology

- Mobile Data Terminals (MDTs)
- Automated Voice Annunciation Systems (AVA)
- Interior and Exterior Passenger Information Displays
- Automatic Passenger Counters (APCs)

Customer Information Systems

- Real-Time Passenger Information
- Mobile Applications
- Trip Planning Tools
- Rider Alerts and Notifications
- Next-Bus Prediction Systems

Reporting and Analytics

- Operational Reporting
- National Transit Database (NTD) Reporting
- Performance Dashboards
- Ridership Analytics
- Ad-Hoc Reporting Tools

1.4 Funding

Capital funding for this project is anticipated through State funding sources. Ongoing operational costs may include Federal Transit Administration (FTA) funding. Consequently, this procurement and any resulting contract shall strictly require compliance with all applicable federal requirements, administrative regulations, and grant conditions incorporated within this solicitation. This includes, but is not limited to, the mandatory procurement standards and cost principles established under 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) and the U.S. Department of Transportation implementing regulations at 2 CFR Part 1201.1.5 Agency Background

Mason Transit Authority is a Public Transportation Benefit Area serving Mason County, Washington. MTA provides a combination of fixed-route, deviated fixed-route, commuter, and demand-response transportation services throughout a service area encompassing more than 1,000 square miles.

Current operations include:

- 13 Fixed Routes
- General Dial-A-Ride Services
- Commuter Services
- Approximately 50 Revenue Vehicles
- Approximately 71,000 County Residents Served

1.6 Procurement Schedule

MTA anticipates the following procurement schedule:

Milestone	Date
RFP Release	August 21, 2026
Deadline for Questions	September 11, 2026
Responses to Questions Issued	September 18, 2026
Proposal Due Date	October 2, 2026 – 4:00 PM Pacific Time
Evaluations Complete	October 9, 2026
Demonstrations/Interviews (if required)	October 19-23 2026
Board Award	November 17, 2026

MTA reserves the right to modify the schedule through written addenda.

1.7 Procurement Contact

All communications regarding this solicitation shall be directed exclusively to:

Jason Rowe Mason Transit Authority 790 E Johns Prairie Road Shelton, WA 98584

Phone: (360) 432-5735 Email: jrowe@masontransit.org

Unauthorized communications with MTA staff, Board members, consultants, or evaluation committee members may result in disqualification.

1.8 Questions and Addenda

All questions regarding this RFP must be submitted in writing via email.

Questions received after the published deadline may not be answered.

Responses to questions, clarifications, and any revisions to the solicitation will be issued through written addenda. Vendors are responsible for monitoring all issued addenda and incorporating them into their proposals.

SECTION 2 – INSTRUCTIONS TO PROPOSERS

2.1 Proposal Submission

Proposals must be received no later than the date and time identified in the procurement schedule.

Late submissions will not be considered.

MTA reserves the right to reject any proposal received after the submission deadline regardless of delivery method.

Electronic submissions may be accepted if specifically authorized by MTA through an addendum.

2.2 Proposal Validity

Proposals shall remain valid for a minimum period of ninety (90) calendar days following the submission deadline.

2.3 Vendor Responsibility

By submitting a proposal, the proposer certifies that it:

- Has reviewed and understands the requirements of this RFP.
- Possesses the experience, staffing, and financial resources necessary to perform the work.
- Agrees to comply with all applicable federal, state, and local requirements.
- Is authorized to conduct business in Washington State.

- Maintains all required licenses and insurance.

2.4 Reserved Rights

MTA reserves the right to:

- Reject any or all proposals.
- Waive informalities or minor irregularities.
- Request clarifications.
- Conduct interviews or demonstrations.
- Request Best and Final Offers (BAFOs).
- Negotiate with one or more proposers.
- Award all or part of the work.
- Cancel the solicitation without award.

2.5 Equal Opportunity

MTA is committed to providing full and fair opportunities to all businesses, including Disadvantaged Business Enterprises (DBEs), Minority-Owned Business Enterprises (MBEs), and Women-Owned Business Enterprises (WBEs).

No proposer shall be discriminated against based upon race, color, national origin, sex, age, disability, or other protected status.

2.6 Public Records

Proposals submitted in response to this solicitation become public records subject to disclosure under applicable Washington State law.

Proposers wishing to protect proprietary information must clearly identify such information and provide legal justification for nondisclosure.

2.7 Costs of Proposal Preparation

All costs associated with preparation and submission of proposals are the sole responsibility of the proposer.

MTA shall not reimburse any proposal preparation costs.

2.8 Withdrawal and Modification

A proposal may be withdrawn or modified before the submission deadline through written notice from an authorized representative.

After the submission deadline, proposals may not be modified except at the request of MTA during negotiations.

SECTION 3 – SCOPE OF WORK

3.1 Project Objectives

The selected vendor shall provide technology solutions that improve operational effectiveness, customer experience, and system-wide visibility while supporting future growth and innovation.

The proposed solution should provide a unified operating environment for fixed-route and demand-response services.

3.2 General Requirements

The solution shall:

- Support both fixed-route and demand-response operations.
- Be cloud-hosted or web-based.
- Provide secure remote access.
- Support mobile and desktop platforms.
- Support open integration standards.
- Allow phased implementation.
- Provide configurable workflows and reporting.
- Support future system expansion.

3.3 System Architecture and Data Management

The proposed solution should:

- Utilize a modern cloud-hosted architecture.
- Maintain high availability and disaster recovery capabilities.
- Support role-based access control.
- Support single sign-on (SSO) where available.
- Maintain compatibility with current browser technologies.
- Support GTFS and GTFS-Realtime standards.
- Provide open APIs and data exchange capabilities.
- Federal Record Retention Alignment: Maintain and preserve all generated operational logs, ridership records, and performance data for a minimum period of three (3) years following the formal date of submission of MTA's final expenditure report to the FTA, in strict compliance with 2 CFR § 200.334.

- Audit and Litigation Holds: Provide structural system capabilities to implement immediate data preservation locks ("legal holds") that override standard deletion cycles in the event of an active audit, litigation, or regulatory claim.
- Equipment Lifecycle Retention Tracking: For all hardware assets procured under this agreement (including MDTs and APC sensors), data and physical logs must be archived and retrievable for a minimum of three (3) years beyond the date of final asset disposal or transfer.

3.4 CAD/AVL and Dispatch Requirements

The solution shall provide:

- Real-time fleet monitoring.
- Vehicle location mapping.
- Dispatch communications.
- Historical playback.
- Schedule adherence monitoring.
- Trip assignment functionality.
- Demand-response dispatching.
- Route deviation management.
- Driver messaging capabilities.
- Incident management tools.

3.5 Scheduling Requirements

The solution should support:

- Fixed-route scheduling.
- Demand-response scheduling.
- Run cutting.
- Driver assignments.
- Vehicle assignments.
- Automated optimization.
- Reservation management.
- ADA-compliant trip scheduling.
- Web and mobile self-service trip requests.

3.6 Mobile Data Terminal Requirements

The MDT platform shall support:

- Secure driver authentication.
- Electronic manifests.

- Real-time trip updates.
- Turn-by-turn navigation.
- Driver messaging.
- Route guidance.
- Ridership data entry.
- Safety-focused operational controls.

3.7 Passenger Information Systems

The solution should provide:

- Real-time arrival predictions.
- Mobile applications.
- Web-based passenger information.
- Service alerts.
- Push notifications.
- Trip planning tools.
- Route and stop favorites.
- Accessibility features.

3.8 Automated Voice and Visual Announcements

The system shall support:

- Automated stop announcements.
- Interior and exterior announcements.
- Passenger information displays.
- Remote configuration.
- Route-aware announcements.
- ADA compliance.

3.9 Automatic Passenger Counting

The APC solution should:

- Capture boardings and alightings.
- Measure route productivity.
- Track wheelchair and bicycle activity.
- Support NTD reporting.
- Achieve a minimum 95% counting accuracy.
- Integrate with reporting systems.

- **FTA NTD Certification Support:** The vendor solution must natively support the data extraction and reporting tools necessary for MTA to complete the initial and triennial FTA APC Certification process, in strict compliance with the FTA National Transit Database Reporting Manuals.
- **Statistical Precision Compliance:** The underlying reporting engine must provide built-in random sampling features capable of matching APC logs against video or manual checkpoint balances to satisfy the federal standard of a 95% confidence level with a $\pm 10\%$ precision window.
- **Automated Data Scrubbing and Flagging:** The system must automatically flag and isolate anomalous or corrupt data blocks (e.g., matching boardings with zero alightings, extreme dwell times, or sensor blockage codes) to prevent skewed statistics from entering the baseline NTD reporting models.

3.10 Reporting and Analytics

The solution shall provide:

- Standard operational reports.
- Ridership reporting.
- On-time performance metrics.
- Mileage and service-hour reporting.
- Driver performance reporting.
- Route productivity reporting.
- NTD reporting support.
- Dashboard functionality.
- Ad-hoc reporting tools.

3.11 Training and Change Management

The vendor shall provide:

- Administrator training.
- Dispatcher training.
- Driver training.
- Maintenance staff training.
- Training documentation.
- Train-the-trainer programs.

3.12 Support and Maintenance

The vendor shall provide:

- Ongoing technical support.

- Software updates.
- Security updates.
- Warranty support.
- Service level commitments.
- Escalation procedures.

3.13 Future Expansion

The proposed solution should demonstrate the ability to support future integrations and enhancements, including but not limited to:

- Fare collection systems
- Mobility-as-a-Service platforms
- Additional rider communication tools
- Regional interoperability initiatives
- Emerging transportation technologies

SECTION 4 – PROPOSAL EVALUATION AND SELECTION PROCESS

4.1 Evaluation Methodology

MTA will evaluate proposals using a best-value procurement approach. Award will not be based solely on cost. MTA intends to select the proposal that provides the greatest overall value considering functionality, implementation approach, vendor qualifications, support capabilities, and total cost of ownership.

An Evaluation Committee will review all responsive proposals and may conduct interviews, demonstrations, reference checks, and negotiations as part of the evaluation process.

4.2 Evaluation Criteria

Proposals will be evaluated using the following criteria:

Evaluation Criteria	Maximum Points
Functional Requirements and Solution Capability	30
Vendor Qualifications and Relevant Experience	20
Implementation Approach and Project Management	15
Customer Support, Training, and Maintenance	10
Technology, Security, and Future Scalability	10

Evaluation Criteria	Maximum Points
Cost Proposal and Total Cost of Ownership	15
Total Available Points	100

4.3 Functional Evaluation

MTA will evaluate the degree to which the proposed solution satisfies the functional requirements identified in this RFP.

Consideration will include:

- Completeness of solution
- Ease of use
- Operational efficiency improvements
- Integration capabilities
- Reporting functionality
- Flexibility and configurability
- Transit-specific functionality

4.4 Vendor Qualifications

Evaluation of vendor qualifications may include:

- Years in business
- Transit industry experience
- Experience with agencies of similar size
- Financial stability
- Staffing resources
- Quality of references
- Demonstrated success of previous implementations

4.5 Demonstrations and Interviews

MTA reserves the right to invite one or more proposers to participate in:

- Software demonstrations
- Product presentations
- Technical discussions
- Interviews with key project personnel

Demonstrations may be scored and incorporated into the final evaluation process.

4.6 Best and Final Offers

MTA reserves the right to request Best and Final Offers (BAFOs) from one or more proposers.

4.7 Reference Checks

MTA may contact any references provided by the proposer and may independently contact other organizations known to have utilized the proposed solution.

4.8 Negotiations

MTA reserves the right to negotiate contract terms, pricing, implementation schedules, and service levels with the highest-ranked proposer(s).

4.9 Notice of Intent to Award

Following completion of evaluations and negotiations, MTA will issue a Notice of Intent to Award identifying the apparent successful proposer.

4.10 Contract Award

Final contract award is subject to approval by the Mason Transit Authority Board of Directors and availability of funding.

SECTION 5 – CYBERSECURITY, DATA MANAGEMENT, AND TECHNOLOGY REQUIREMENTS

5.1 General Requirements

The proposed solution shall utilize industry-standard security practices and provide safeguards to protect MTA systems, users, and data.

5.2 Cloud Hosting Requirements

If proposing a cloud-hosted solution, the proposer shall describe:

- Hosting environment
- Data center locations
- System architecture
- Disaster recovery capabilities
- Backup procedures
- System monitoring processes

- Business continuity planning

5.3 Security Requirements

The solution shall support:

- Multi-factor authentication (MFA)
- Role-based access control
- Secure password policies
- Encryption of data in transit
- Encryption of data at rest
- User activity logging
- Audit trails
- Security monitoring

5.4 Vendor Security Program

Proposers shall describe:

- Information security policies
- Security governance structure
- Vulnerability management practices
- Penetration testing procedures
- Incident response procedures
- Security awareness training programs

5.5 Data Ownership

All data generated, collected, maintained, or processed under the resulting contract shall remain the sole property of Mason Transit Authority.

The contractor shall provide data exports upon request and assist with data migration at contract termination.

5.6 Data Retention and Recovery

The contractor shall maintain procedures for:

- Scheduled backups
- Data restoration
- Disaster recovery
- Business continuity

Proposers shall identify Recovery Time Objectives (RTO) and Recovery Point Objectives (RPO).

5.7 System Availability

Proposers shall identify:

- Guaranteed uptime commitments
- Scheduled maintenance procedures
- Service-level agreements
- Escalation procedures

MTA prefers solutions capable of maintaining annual uptime of 99.9% or greater.

5.8 Integration Requirements

The proposed solution should support integration with:

- GTFS and GTFS-Realtime
- National Transit Database reporting
- Geographic Information Systems (GIS)
- Fare payment systems
- Mobile applications
- Regional transportation systems
- Future third-party platforms

Open APIs are strongly preferred.

5.9 Technology Roadmap

Proposers shall provide information regarding:

- Product roadmap
- Planned enhancements
- Emerging technologies
- Artificial intelligence and automation capabilities
- Future integration opportunities

5.10 Data Residency and Offshore Access

All MTA data, including production data, backups, replicated data, disaster recovery data, system logs, operational records, customer information, employee information, vehicle and location data, and other data created, collected, maintained, transmitted, or processed on behalf of MTA shall be stored and processed within the United States.

The Contractor shall ensure that all primary hosting environments, backup facilities, disaster recovery environments, and other systems used to store or process MTA data are physically located within the United States.

MTA data shall not be transferred to, stored in, or processed from a location outside the United States without the prior written authorization of MTA.

The Contractor shall identify in its proposal the geographic locations and cloud regions in which MTA data will be hosted, backed up, and recovered.

These requirements shall apply to the Contractor and all subcontractors, cloud service providers, subprocessors, and other third parties having access to MTA data.

SECTION 6 – GENERAL CONTRACT TERMS AND CONDITIONS

6.1 Contract Form

The resulting agreement is anticipated to be a firm fixed-price contract.

MTA reserves the right to negotiate contract terms that are in the best interest of the Authority.

6.2 Contract Term

The initial contract term is anticipated to include implementation and acceptance of the solution followed by ongoing support and maintenance services. MTA is seeking a three-year contract term, with the option to extend the contract for up to a total of five years.

MTA reserves the right to negotiate optional renewal periods.

6.3 Insurance Requirements

Prior to contract execution, the successful proposer shall provide evidence of insurance coverage meeting MTA requirements.

Coverage may include:

- Commercial General Liability
- Automobile Liability
- Workers Compensation
- Employers Liability
- Cyber Liability Insurance
- Professional Liability / Errors and Omissions Insurance

Coverage limits will be established during contract negotiations.

6.4 Performance of Services

The contractor shall perform all services in a professional manner consistent with recognized industry standards.

The contractor shall provide qualified personnel and maintain sufficient staffing levels throughout the project.

6.5 Warranty

The contractor shall warrant that all software, services, configurations, integrations, and deliverables provided under the contract perform substantially in accordance with contractual requirements.

The proposal shall clearly identify:

- Warranty coverage
- Warranty duration
- Warranty exclusions
- Response procedures

6.6 Acceptance Testing

The contractor shall participate in a mutually agreed acceptance testing process.

Final acceptance will occur following successful completion of testing and correction of identified deficiencies.

6.7 Changes and Modifications

Changes to the scope of work may only be authorized through written change orders approved by both parties.

6.8 Indemnification

The contractor shall indemnify and hold harmless MTA, its officers, employees, and representatives from claims arising from the negligent acts, errors, omissions, or misconduct of the contractor, its employees, agents, or subcontractors.

6.9 Limitation of Liability

Each party shall be responsible for damages arising from its own acts or omissions as permitted by applicable law.

6.10 Termination

MTA reserves the right to terminate the contract:

- For cause
- For convenience
- Due to funding limitations
- Due to contractor default

Contractor shall be compensated for authorized services satisfactorily performed prior to termination.

6.11 Compliance with Laws

The contractor shall comply with all applicable federal, state, and local laws, regulations, and grant requirements.

6.12 Records Retention

The contractor shall maintain all project records for a minimum period required by applicable federal and state regulations.

6.13 Assignment and Subcontracting

No assignment or subcontracting shall occur without prior written approval from MTA.

SECTION 7 – PROPOSAL SUBMISSION REQUIREMENTS

7.1 Proposal Organization

To facilitate evaluation, proposals shall be organized in the following format:

1. Cover Letter
2. Executive Summary
3. Vendor Qualifications
4. Proposed Solution
5. Implementation Approach
6. Cybersecurity and Technology Requirements
7. Support and Maintenance
8. References
9. Cost Proposal
10. Required Forms and Certifications

7.2 Cover Letter

Provide a cover letter signed by an individual authorized to bind the organization.

The letter shall include:

- Company name
- Primary contact information
- A statement of commitment
- Acknowledgment of addenda
- Signature of authorized representative

7.3 Executive Summary

Provide a concise overview of:

- Proposed solution
- Key differentiators
- Benefits to MTA
- Implementation approach
- Unique value offered

7.4 Vendor Qualifications

Provide information regarding:

- Company history
- Organizational structure
- Transit industry experience
- Financial stability
- Relevant certifications
- Project team qualifications

Include resumes for key personnel assigned to the project.

7.5 Proposed Solution

Describe in detail how the proposed solution satisfies the requirements identified in this RFP.

Include:

- Functional capabilities
- Software architecture
- Hosting model
- System diagrams
- User interfaces
- Integration capabilities

7.6 Implementation Plan

Provide a comprehensive implementation plan including:

- Project schedule
- Major milestones
- Staffing assignments
- Risk management approach
- Testing strategy
- Training strategy
- Go-live support plan

7.7 Cybersecurity Response

Provide responses to all cybersecurity requirements identified in Section 5.

7.8 Support and Maintenance

Describe:

- Help desk services
- Service-level commitments
- Escalation procedures
- Software update process
- Warranty support

7.9 References

Provide at least three (3) client references for projects of similar size and complexity completed within the last five years.

Include:

- Agency name
- Contact name
- Contact information
- Project description
- Implementation date

7.10 Cost Proposal

Provide a complete cost proposal including:

- Software licensing
- Hardware

- Implementation services
- Data migration
- Training
- Travel expenses
- Maintenance and support
- Optional services
- Annual recurring costs

All costs shall be clearly itemized.

7.11 Required Certifications

Include all certifications, affidavits, and forms required by this solicitation.

7.12 Proposal Submission

Proposals shall be received by MTA no later than the date and time identified in Section 1.

Late submissions may be rejected without review.

7.13 Proposal Ownership

All submitted proposals become the property of Mason Transit Authority and may become public records subject to applicable disclosure laws.

Section 8: Attachments

ATTACHMENT A

COST PROPOSAL FORM

PART 1 – INSTRUCTIONS

All entries below shall be legible and entered in ink or typed. Do not leave an item blank or your Bid may be considered non-responsive. Mark spaces that do not apply to your firm with the initials “N/A” (Not Applicable).

PART 2 – CONTRACTOR INFORMATION

Business Name, as registered: _____

Type of Business (sole proprietorship, partnership, corporation, other) _____

Name & Title of person preparing Bid: _____

Mailing Address, including Zip Code: _____

Physical Address, including Zip Code: _____

Telephone/Fax Numbers, including Area Code: Ph: _____ Fax: ____

E-mail Address: _____

Federal Tax Identification Number: _____

WA State Contractor Registration Number: _____

WA Unified Business Identification (UBI) Number: _____

WA Industrial Insurance Account Identification Number: _____

WA Employment Security Dept. Number: _____

WA State Excise Tax Registration Number: _____

DBE / OMWBE / MBE / SDB Certification Number(s): _____

PART 3 – RECEIPT OF ADDENDA

3.1 *Call Jason Rowe at Mason Transit, prior to filling out this part to check for issued Addenda. FAILURE TO ACKNOWLEDGE RECEIPT OF ADDENDA MAY RESULT IN YOUR BID BEING CONSIDERED NON-RESPONSIVE.*

3.2 Receipt of the following Addenda is acknowledged:

Addendum No.:_____ Received By: _____ Date:_____

Addendum No.:_____ Received By: _____ Date: _____

Addendum No.:_____ Received By: _____ Date:_____

Addendum No.:_____ Received By: _____ Date: _____

Addendum No.:_____ Received By: _____ Date: _____

3.3 No Addenda Received _____ (initial)

PART 4 – BIDDER’S CERTIFICATION AND GUARANTEE

4.1 I/WE CERTIFY, that to the best of my/our knowledge and belief that I/we fully understand:

- ❖ The nature of the Work and the goal of the Project;
- ❖ The instructions and requirements of the Contract Documents;
- ❖ The terms and conditions of the Contract Documents;
- ❖ That all costs are included in this Bid;
- ❖ That the information contained in this Bid is accurate and complete;
- ❖ The offer shall be kept open for a period of ninety (90) days from the Bid Due Date;
- ❖ That I/we have the legal authority to commit this company to a contractual agreement;
- ❖ That final funding is based upon budget amounts approved by the Mason Transit Board of Directors.
- ❖ That the submitted Bid will become part of the public record.

Authorized Signature

Date

Printed Name & Title: _____

Company Name: _____

PART 5 – PRICING FORM

CAD/AVL, Scheduling, Dispatch, and Passenger Information System

A breakdown of all costs must be attached to the pricing form.

	Proposed Cost
Proposed Cost for Requirement 3.3 System Architecture/Data Management	\$
Proposed Cost for Requirement 3.4 CAD/AVL	\$
Proposed Cost for Requirement 3.5 Scheduling	\$
Proposed Cost for Requirement 3.6 MDT	\$
Proposed Cost for Requirement 3.7 Passenger Information System/Mobile Application	\$
Proposed Cost for Requirement 3.8AVA	\$
Proposed Cost for Requirement 3.9 APC	\$
Proposed Cost for Requirement 3.10 Reporting	\$
Proposed Cost for Requirement 3.11 Training, Customer Service, Support and Warranties	\$
*Proposed Cost for Travel for the Entire Project	\$
Sub Total	\$
WA. Sales Tax 8.6%	\$
Total	\$

***Note that travel shall be presented as a separate line item and shall include costs for all travel associated with the competition on the entire scope of work.**

For the basis of award, totals before tax will be used.

ATTACHMENT B

**MASON TRANSIT AUTHORITY
REQUEST FOR PROPOSAL MTA # 2026-01
BIDDER'S AFFIDAVIT**

NON-COLLUSION

The Bidder affirms that, in connection with this Bid, the prices or cost data have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition and that the proposal herewith submitted is a genuine and not a sham or collusive Bid, or made in the interest or on behalf of any person not therein named; and further says that the said Bidder has not directly, or indirectly, induced or solicited any Bidder on the above Work or supplies to put a sham Proposal, or any other person or corporation to refrain from Bidding; and that said Bidder has not in any manner sought by collusion to secure to himself/herself an advantage over any other Bidders.

CONFLICTS OF INTEREST & ANTI-KICKBACKS

In regards to any performance of the Work or the provision of services or materials under the Contract resulting from this solicitation the Bidder affirms that:

1. It has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any such interest, which conflicts in any manner or degree with the services required to be performed under this Contract and that it shall not employ any person or agent having such interest. In the event that the Bidder, as Contractor, or its agents, employees or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such interest to Mason Transit Authority and take immediate action to eliminate the conflict or to withdraw from said Contract as Mason Transit Authority may require.
2. No officer, employee, Board member, agent of Mason Transit Authority, or family member of same shall have or acquire any personal interest in this submittal, or have solicited, accepted or granted a present or future gift, favor, service, or other thing of value from or to any person involved in this submittal and that no such gratuities were offered or given by the Bidder or any of its agents, employees or representatives, to any official, member or employee of Mason Transit Authority or other governmental agency with a view toward securing a Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the Award or performance of this Contract.

CONTINGENT FEES AND GRATUITIES

The Bidder affirms that in connection with this Bid:

1. No person or selling agency, except bona fide employees or designated agents or representatives of the Bidder, has been employed or retained to solicit or secure this

Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid.

2. No gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any of its agents, employees or representatives, to any official, member or employee of Mason Transit Authority or other governmental agency with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Contract.

SEGREGATED FACILITIES

The Bidder certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under its control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity or Civil Rights clause in any Contract resulting from acceptance of this Bid. As used in this Certification, the term “segregated facilities” means any waiting rooms, Work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise.

DEBARMENT AND SUSPENSION

The Bidder certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three (3) year period preceding this Bid been convicted of, or had a civil judgment rendered against them for, commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or Contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph 2 above; and
4. Have not within a three (3) year period preceding this Bid had one or more public transactions (Federal, State or local) terminated for cause or default.

If Bidder is unable to certify to any of the statements in this certification, the Bidder shall attach an explanation to this Section.

Note: The penalty for making false statements in offers is described in 18 U.S.C. 1001.

THE BIDDER 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 USC SECTIONS 3802, ET SEQ., ARE APPLICABLE THERETO.

Authorized Signature

Date

Printed Name & Title _____

Company Name _____

Subscribed and sworn to before me this _____ day of _____, 2026.

Notary Public in and for the State of _____,

residing in _____

****THIS FORM MUST BE NOTARIZED AND SUBMITTED WITH YOUR BID****

ATTACHMENT C

**MASON TRANSIT AUTHORITY
REQUEST FOR PROPOSAL MTA # 2026-01
RFP**

No Bid Response

Bid Number MTA 2026-01

Bid Title: CAD/AVL, Scheduling, Dispatch, and Passenger Information System

If electing not to submit a proposal for this project, please complete and mail this form to:

**Jason Rowe, Operations Manager, Mason Transit Authority, 790 E Johns Prairie Rd,
Shelton, WA 98584**

Company Name	Address
Business Phone Number ()	Email Address or Web URL

I/We respectfully decline this opportunity because:

☐ I/We cannot comply with the specifications listed

☐ I/We cannot meet delivery requirements

☐ I/We do not regularly manufacture or sell this type of commodity

☐ Other (please specify in box below)

Please Provide further explanation as needed for the reason(s) selected above:

☐ I/We desire to be retained on the mailing list for future procurements of this commodity and nature

☐ I/We do not desire to be retained on the mailing list for future procurements of this commodity and nature

Authorized Signature	Printed Name and Title
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ATTACHMENT D

Complaint Policy / Protest and Appeal Policy

A. Purpose

To establish policies for vendor or service provider complaints and protests to ensure fair and open competition.

B. Complaint Policy

Who May Submit a Complaint

A potential bidder demonstrating a substantial economic interest in Mason Transit Authority's competitive bid process.

Timing of Complaint

Complaints must be received five business days prior to bid response deadline.

Basis of Complaint

Complaints must be based on the following criteria:

1. The solicitation unnecessarily restricts competition
2. The solicitation evaluation process is unfair or flawed
3. The solicitation requirements are insufficient to prepare a response

Complaint Form and Content

1. Complaints must be in writing
2. Complaints must be addressed to the General Manager
3. Complaints must clearly articulate the basis for the complaint
4. Complaints must include proposed remedy

Mason Transit Authority Response to Complaint

The General Manager will respond to complaints in writing within three business days of receipt.

C. Protest and Appeal Policy

Who May Protest or Appeal

A potential bidder demonstrating a substantial economic interest in Mason Transit Authority's competitive bid process.

Timing of Protest

A protest must be filed within five business days of the award of a contract or notice of apparent successful proposer/bidder, whichever is sooner.

Basis of Protest

Protests must be based on the following criteria:

1. A matter of bias, discrimination, or conflict of interest
2. Non-compliance with procedures described in the procurement documents

3. Error in computing scores

Protest Form and Content

1. Protests must be in writing
2. Protests must be addressed to the General Manager
3. Protests must clearly articulate specific grounds for the protest and include supporting documentation
4. Protests must include proposed remedy

Protest Procedure

A protest must be filed with Mason Transit Authority's General Manager within five business days of the award of a contract or notice of apparent successful proposer/bidder, whichever is sooner. Upon receipt of a timely written protest, the General Manager will consider the protest in accordance with established procedures and issue a written decision within five business days stating the reasons for the action taken and informing the allegedly aggrieved vendor or service provider (Protesting Vendor) of his/her right to appeal the decision.

Appeal Procedure

An appeal must be filed within five business days of the General Manager decision. The Finance Director and the procurements originating Department Director will consider the appeal and issue a written decision within five business days informing the Protesting Vendor of his/her right to further appeal the decision.

In the event the Protesting Vendor elects to continue the appeal process, a request for a second appeal must be filed within five business days of the decision of the first appeal. The Board Chair and general counsel will consider the appeal and issue a written decision within ten business days. The decision of the second appeal will be final and conclusive.

Failure to Comply with Requirements

Failure to comply with the protest and appeal requirements will render a protest or an appeal untimely or inadequate and may result in rejection thereof.

Protests to the Federal Transit Administration

When the award is funded in part by Federal Transit Administration (FTA) funds, the vendor or service provider may appeal to the FTA pursuant to FTA Regulations. Protests made to the FTA will be limited to Mason Transit Authority's (1) failure to have followed its protest procedures, (2) failure to review a complaint or protest, or (3) violations of Federal law or regulation. Any protest to the FTA must be made in accordance with the following guidelines:

1. A protest must be filed with the FTA no later than five business days after the Protesting Vendor exhausts Mason Transit Authority's protest and appeal procedures.
2. A protest to FTA must be filed in accordance with Chapter VII of FTA Circular 4220.1G, as amended.

Exhausted Administrative Remedies

A Protesting Vendor may not commence litigation prior to exhausting all administrative remedies. Failure to exhaust all administrative remedies shall constitute an absolute waiver of the Protesting Vendor rights, if any, to commence litigation.

ATTACHMENT E

Federal Requirements

Federal Transit Administration (FTA) Provisions

Section 1

Fly America Requirements

Contractor shall comply with 49 USC 40118 (the “Fly America” Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

Section 2

Charter Bus Requirements

Contractor shall comply with 49 USC 5323(d) and (g) and 49 CFR 604, which state that recipients and subrecipients of FTA assistance may provide charter service for transportation projects that uses equipment or facilities acquired with Federal assistance authorized under the Federal transit laws (except as permitted by 49 CFR 604.2), or under 23 U.S.C. 133 or 142, only in compliance with those laws and FTA regulations, “Charter Service,” 49 CFR part 604, the terms and conditions of which are incorporated herein by reference.

Section 3

School Bus Requirements

As amended by MAP-21, 23 USC 133, 23 USC 142, and 49 CFR 605, recipients and subrecipients of FTA assistance shall not engage in school bus operations exclusively for transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients shall not use federally funded equipment, vehicles, or facilities. Violations. If a Recipient or any Third Party Participant that has operated school bus service in violation of FTA's School Bus laws and regulations, FTA may: (1) Require the Recipient or Third Party Participant to take such remedial measures as FTA considers appropriate, or (2) Bar the Recipient or Third Party Participant from receiving Federal transit funds.

Section 4

Energy Conservation

Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

Section 5

Clean Water

. Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

Section 6

Lobbying

A. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended: Contractors who apply or bid for an award of \$250,000 or more shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." 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.

B. Disclosures: Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352.

Such disclosures are forwarded from tier to tier up to the recipient.

Section 7

Access to Records and Reports

A. Record Examination: Where the purchaser is a local government and an FTA recipient or subgrantee, the contractor shall provide the purchaser, the FTA, the U.S. Comptroller General, or their authorized representatives access to any books, documents, papers, and contractor records that are pertinent to this contract in accordance with 2 CFR §§ 200.334 through 200.337 and 2 CFR Part 1201 for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives access to contractor's records and sites pertaining to a capital project.

B. Capital Project Definition: Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser and authorized FTA representatives access to contractor's records and construction sites. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$250,000.

C. Negotiated Non-Profit Contracts: Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital, or other non-profit organization, the contractor shall provide access to any directly pertinent books, documents, papers, and records of the contractor in accordance with 2 CFR § 200.337.

D. Non-Competitive Awards: Where a purchaser which is an FTA recipient or a subgrantee enters into a contract for a capital project or improvement through other than competitive bidding, the contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT, and the U.S. Comptroller General.

E. Reproduction Rights: Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

F. Retention Window: Contractor shall maintain all books, records, accounts, and reports required under this contract for a period of 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, in which case records must be maintained until all such litigation, appeals, claims, or exceptions are fully resolved in accordance with 2 CFR § 200.334.

Section 8

Federal Changes

Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the purchaser and FTA, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

Section 9

Clean Air

Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with FTA assistance.

Section 10

Recycled Products

All contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the current or previous fiscal year using Federal funds. The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

Section 11

Contract Work Hours & Safety Standards Act

A. 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 40 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 40 hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in para. (1) of this section, contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable 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 para. (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 40 hours without payment of the overtime wages required by the clause set forth in para. (1) of this section.

C. Withholding for unpaid wages and liquidated damages - the recipient shall upon its own action or upon written request of USDOL withhold or cause to be withheld, from any moneys payable on account of work performed by 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 & 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 para.(2) of this section.

D. Subcontracts - Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

Section 12

No Government Obligation to Third Parties

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

Section 13

Program Fraud and False or Fraudulent Statements or Related Acts

- A. Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.
- B. If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate.
- C. Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Section 14

Termination

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

B. Termination for Default. If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract.

C. If it is later determined by the recipient that 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 contractor, the recipient, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

D. Opportunity to Cure. The recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient 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 the recipient from also pursuing all available remedies against contractor and its sureties for said breach or default.

E. Waiver of Remedies for any Breach. In the event that the recipient elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the recipient shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

Contractor's right to proceed shall not be terminated nor shall contractor be charged with damages under this clause if:

1. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such causes include: acts of God, acts of the recipient, acts of another contractor in the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. Contractor, within 10 days from the beginning of any delay, notifies the recipient in writing of the causes of delay. If in the recipient's judgment, delay is excusable, the time for completing the work shall be extended. The recipient's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

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

Section 15

Government Wide Debarment and Suspension

The Recipient agrees to the following:

- A. It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following:
 - 1. It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200, 2 U.S. OMB, “Guidelines to Agencies on Governmentwide Debarment and Suspension Nonprocurement),” 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, “Debarment and Suspension,” 31 U.S.C. § 6101 note,
 - 2. It will review the U.S. GSA “System for Award Management,” <http://https.www.sam.gov,.proxy1.semalt.design> if required by U.S. DOT regulations, 2 C.F.R. part 1201, and
 - 3. It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant: 1 Will comply with Federal debarment and suspension requirements, and 2 Reviews the “System for Award Management” at <http://https.www.sam.gov,.proxy1.semalt.design> if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and
- B. If the Recipient suspends, debars, or takes any similar action against a Third Party Participant or individual, the Recipient will provide immediate written notice to the: (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project, (b) FTA Project Manager if the Project is administered by an FTA Headquarters Office, or (c) FTA Chief Counsel,

Section 16

Contracts Involving Federal Privacy Act Requirements

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000) 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 understands 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.

Section 17

Civil Rights Requirements

The Recipient understands and agrees that it must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Recipient or Program, including an Indian Tribe or the Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with that civil rights statute, including compliance with equity in service: Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that each Third Party Participant will, comply with Federal transit law, 49 U.S.C. § 5332 (FTA's "Nondiscrimination" statute):

A. FTA's "Nondiscrimination" statute prohibits discrimination on the basis of: (a) Race, (b) Color, (c) Religion, (d) National origin, (e) Sex, (f) Disability, (g) Age, or (h) Gender identity and (2) The FTA "Nondiscrimination" statute's prohibition against discrimination includes: (a) Exclusion from participation, (b) Denial of program benefits, or (c) Discrimination, including discrimination in employment or business opportunity, (3) Except as FTA determines otherwise in writing: (a) General. Follow: 1 The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance, and 2 Other applicable Federal guidance that may be issued, but (b) Exception for the Tribal Transit Program. FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its projects funded under the Tribal Transit Program,

1. Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant will: (1) Prohibit discrimination based on: (a) Race, (b) Color, or (c) National origin, (2) Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., (b) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in the preceding section a, and (3) Except as FTA determines otherwise in writing, follow: (a) The most recent edition of FTA

Circular 4702.1, "Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance. (b)

2. U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3, and (c) Other applicable Federal guidance that may be issued,

3. Equal Employment Opportunity. (1) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and: (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., (b) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note, (c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, and (d) Comply with other applicable EEO laws and regulations, as provided in Federal guidance, including laws and regulations prohibiting discrimination on the basis of disability, except as the Federal Government determines otherwise in writing,

4. General. The Recipient agrees to: (a) Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their: 1 Race, 2 Color, 3 Religion, 4 Sex, 5 Disability, 6 Age, or 7 National origin, (b) Take affirmative action that includes, but is not limited to: 1 Recruitment advertising, 2 Recruitment, 3 Employment, 4 Rates of pay, 5 Other forms of compensation, 6 Selection for training, including apprenticeship, 7 Upgrading, 8 Transfers, 9 Demotions, 10 Layoffs, and 11 Terminations, but (b) Indian Tribe. Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer".

B. Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures the compliance of each Third Party Participant, with: (a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and (b) Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C.

§ 2000e note,

C. Disadvantaged Business Enterprise. To the extent authorized by applicable Federal law, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Project as follows: 1) Requirements. The Recipient agrees to comply with Section 1101(b) of the Infrastructure Investment and Jobs Act (IIJA) (Pub. L. 117-58), or any subsequent federal transportation authorization act; U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. Part 26; and Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a., (2) Assurance. As required by 49 C.F.R. § 26.13(a), (b) DBE Program Requirements. Recipients receiving planning, capital and/or operating assistance that will award prime third party contracts exceeding \$250,000 in a Federal fiscal year must: 1 Have a DBE program meeting the requirements of 49 C.F.R. part 26, 2 Implement a DBE program approved by FTA, and 3 Establish an annual DBE participation goal, (c) Special Requirements for a Transit Vehicle Manufacturer. The Recipient understands and agrees that

each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26, (d) the Recipient provides assurance that: The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. part 26. The Recipient shall take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The Recipient's DBE program, as required by 49 C.F.R. part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq., (2) Exception for the Tribal Transit Program. FTA exempts Indian tribes from the Disadvantaged Business Enterprise regulations at 49 C.F.R. part 26 under MAP-21 and previous legislation,

D. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of sex, including: (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25, and (3) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

E. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of age, including: (1) The Age Discrimination in Employment Act (ADEA), 29 U.S.C. §§ 621 – 634, which prohibits discrimination on the basis of age, (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, which implements the ADEA, (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., which prohibits discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal funds, (4) U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, which implements the Age Discrimination Act of 1975, and (5) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

F. Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities: (1) Federal laws, including: Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities, (b) 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 individuals with disabilities, 1 General. Titles I, II, and III of the ADA apply to FTA Recipients, but 2 Indian Tribes. While Titles II and III of the ADA apply to Indian Tribes, Title I of the ADA exempts Indian Tribes from the definition of "employer," (c) 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 individuals with disabilities, (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and (e) Other applicable laws and amendments pertaining to access for elderly individuals or individuals with disabilities, (2) Federal regulations, including: (a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 37, (b) U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. part 27, (c) U.S. DOT regulations, "Transportation for Individuals with

Disabilities: Passenger Vessels,” 49 C.F.R. part 39, (d) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. part 1192 and 49 C.F.R. part 38, (e) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. part 35, (f) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. part 36, (g) U.S. EEOC, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. part 1630, (h) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities,” 47 C.F.R. part 64, Subpart F, (i) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. part 1194, and (j) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. part 609, and (3) Other applicable Federal civil rights and nondiscrimination guidance,

G. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of: (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq., (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 et seq., and (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2,

H. Access to Services for People with Limited English Proficiency. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote accessibility of public transportation services to people whose understanding of English is limited by following: 1) Executive Order No. 13166, “Improving Access to Services for Persons with Limited English Proficiency,” August 11, 2000, 42 U.S.C. § 2000d-1 note, and (2) U.S. DOT Notice, “DOT Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficiency (LEP) Persons,” 70 Fed. Reg. 74087, December 14, 2005,

I. Other Nondiscrimination Laws. Except as the Federal Government determines otherwise in writing, the Recipient agrees to: (1) Comply with other applicable Federal nondiscrimination laws and regulations, and (2) Follow Federal guidance prohibiting discrimination.

J. Remedies. Remedies for failure to comply with applicable Federal Civil Rights laws and Federal regulations may be enforced as provided in those Federal laws or Federal regulations.

Section 18

Breaches and Dispute Resolution

Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the recipient’s authorized representative. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the recipient’s CEO. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the recipient’s CEO shall be binding upon contractor and contractor shall abide by the decision. FTA has a

vested interest in the settlement of any violation of Federal law including the False Claims Act, 31 U.S.C. § 3729.

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

B. Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days 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 recipient and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State.

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

Section 19

Transit Employee Protective Provisions

Public Transportation Employee Protective Arrangements. The Recipient agrees that 49 U.S.C. § 5333(b) requires employee protective arrangements to be in place as a condition of award of FTA assistance made available or appropriated for FTA programs involving public transportation operations. U.S. DOL recognizes the following categories of arrangements:

(1) U.S. DOL Certification. When its Project involves public transportation operations and is financed with funding made available or appropriated under modern federal transit law, 49 U.S.C. §§ 5307, 5309, 5311, 5337, or 5339, as amended by the Infrastructure Investment and Jobs Act (IIJA), or subsequent federal authorizing legislation, the U.S. Department of Labor (DOL) must provide a Certification of employee protective arrangements before the FTA may provide financial assistance. Therefore, the Recipient understands and agrees, and assures that any Third-Party Participant providing public transportation operations will agree, that:

- (a) It must carry out the Project as provided in its U.S. DOL Certification, which contains the terms and conditions that U.S. DOL has determined to be fair and equitable to protect the interests of any employees affected by the Project.
- (b) It must comply with 49 U.S.C. § 5333(b), and any future amendments thereto.
- (c) It will follow the U.S. DOL guidelines, "Guidelines, Section 5333(b), Federal Transit Law," 29 CFR Part 215, except as U.S. DOL determines otherwise in writing.
- (d) It must comply with the terms and conditions of the U.S. DOL certification of public transportation employee protective arrangements for the Project.

Section 20

Disadvantaged Business Enterprise

A. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.

B. The contractor shall not discriminate on the basis of race, color, religion, 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 this contract. 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 municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

C. If a separate contract goal has been established, Bidders/offers are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.

D. If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

E. 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 from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.

F. The contractor must promptly notify the recipient 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 recipient.

Section 21

Prompt payment

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the Recipient. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Recipient. This clause applies to both DBE and non-DBE subcontracts.

Section 22

Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual provisions, as stated in FTA Circular 4220.1G, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.

Section 23

Drug and Alcohol Abuse and Testing

The Contractor agrees to comply with the following Federal substance abuse regulations: a. Drug-Free Workplace. U.S. DOT regulations, "Drug-Free Workplace Requirements (Grants)," 49 C.F.R. Part 32, that implements the Drug-Free Workplace Act of 1988 as amended, 41 U.S.C. §§ 8103 et seq., and 2 CFR part 182, Alcohol Misuse and Prohibited Drug Use. FTA Regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 USC 5331, as amended by Map-21, 49 CFR part 40, 49 USC chapter 53, 49 CFR Part 655, to the extent applicable.

Section 24

Prohibition Against Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

Section 25

Conformance with ITS National Architecture

Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 and as amended by MAP-21 23 U.S.C. § 517(d), note and follow the provisions of FTA Notice, “FTA National Architecture Policy on Transit Projects,” 66 Fed. Reg. 1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

Section 26

Access Requirements for Persons with Disabilities

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

Section 27

Notification of Federal Participation

To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

Section 28

Interest of Members or Delegates to Congress

No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

Section 29

Ineligible Contractors and Subcontractors

Any name appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

Section 30

Other Contract Requirements

To the extent not inconsistent with the foregoing Federal requirements, this contract shall also include those provisions attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the recipient.

Section 31

Compliance with Federal Regulations

Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1G, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as 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.

Section 32

Real Property

Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 49 CFR 18.31-18.34, 49 CFR 19.30-19.37, 49 CFR Part 24, 49 CFR 5326 as amended by FAST Act, 49 CFR part 18 or 19, 49 USC 5334, applicable FTA Circular 5010, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Section 33

Access to Services for Persons with Limited English Proficiency

To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients

on Special Language Services to Limited English Proficient (LEP) Beneficiaries,” 70 Fed. Reg. 74087, December 14, 2005.

Section 34

Environmental Justice

Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1) Executive Order No. 12898, “Federal Actions to Address Environmental Justice in Minority Populations and Low- Income Populations,” February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, “Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations,” 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent and applicable edition of FTA Circular 4703.1, “Environmental Justice Policy Guidance for Federal Transit Administration Recipients,” August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance,

Section 35

Environmental Protections

Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

Section 36

Geographic Information and Related Spatial Data

Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial

Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

Section 37

Geographic Preference

All project activities must be advertised without geographic preference, (except in A/E under certain circumstances, preference for hiring veterans on transit construction projects and geographic-based hiring preferences as proposes to be amended in 2 CFR Part 1201.

Section 38

Organizational Conflicts of Interest

The Recipient agrees that it will not enter into a procurement that involves a real or apparent organizational conflict of interest described as follows:

(1) When It Occurs. An organizational conflict of interest occurs when the Project work, without appropriate restrictions on certain future activities, results in an unfair competitive advantage:

(a) To that Third Party Participant or another Third Party Participant performing the Project work, and

(b) That impairs that Third Party Participant's objectivity in performing the Project work, or

(2) Other. An organizational conflict of interest may involve other situations resulting in fundamentally unfair competitive conditions,

(3) Disclosure Requirements. Consistent with FTA policies, the Recipient must disclose to FTA, and each of its Subrecipients must disclose to the Recipient:

(a) Any instances of organizational conflict of interest, or

(b) Violations of federal criminal law, involving fraud, bribery, or gratuity violations potentially affecting the federal award, and (4) Failure to Disclose. Failure to make required disclosures can result in remedies for noncompliance, including debarment or suspension.

Section 39

Special Notification Requirements for States – If Applicable

The Federal Transit Administration's Special Notification Requirements for States are set forth in Section 37 of the applicable FTA Master Agreement.

Mason Transit Authority is a local public transportation agency and is not a state recipient. Accordingly, the Special Notification Requirements for States apply to this Contract only to the extent required by the terms and conditions of the federal financial assistance supporting the Contract, including any applicable requirements passed through to Mason Transit Authority by the State of Washington or another pass-through entity.

If applicable to the funding supporting this Contract, the Contractor shall provide Mason Transit Authority with such information and assistance as MTA may reasonably require to satisfy applicable federal or pass-through reporting and notification requirements.

Section 40

Veterans Preference

Veterans Preference. As provided by 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients:

- (1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and
- (2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

Section 41

Buy America Requirements

This requirement applies to all contracts for manufactured products and rolling stock exceeding \$150,000 financed in whole or in part with FTA assistance.

The Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (*provided in Section 43 of this RFP*) with all bids or proposals on FTA-funded contracts, except those subject to a general waiver. Bids or proposals that are not accompanied by a completed Buy America certification must be rejected as non-responsive.

Section 42

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

In accordance with 2 CFR § 200.216, the Contractor, its entities, and its subcontractors are prohibited from purchasing, procuring, obtaining, or using covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment or services includes:

1. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
2. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
3. Telecommunications or video surveillance services provided by such entities or using such equipment.

The Contractor must insert this exact provision in all lower-tier subcontracts. Any prohibited equipment or services discovered during the life of the contract must be removed and replaced at the Contractor's sole expense.

Section 43

Required Execution Certificates

Bidders must execute, complete, and return the forms below with their final proposal packet.

FORM 1: BUY AMERICA CERTIFICATION

(Select and complete only ONE of the certificates below)

- Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 C.F.R. Part 661.

Date: _____

Company Name: _____

Signature: _____

Title: _____

- Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and the regulations in 49 C.F.R. 661.7.

Date: _____

Company Name: _____

Signature: _____

Title: _____

FORM 2: APPENDIX A, 49 CFR PART 20 - CERTIFICATION REGARDING LOBBYING

(Mandatory for all proposals with a projected total cost of ownership exceeding \$250,000)

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

Date: _____

Company Name: _____

Signature of Authorized Official: _____

Printed Name & Title of Official: _____