



PART IV - ATTACHMENT L

REQUIRED CLAUSES FOR FTA-ASSISTED CONTRACTS ROLLING STOCK

RETURN WITH PROPOSAL

Overview: All Federal Clauses in this document apply to this solicitation and subsequent award, in addition to the Terms and Conditions specified in this solicitation. By submitting a response to this solicitation, the Bidder is agreeing to all Federal Clauses included in this document.

Instructions: Review all the Federal Clauses and sign the Federal Clauses that require a "Bidder

	Federal Clauses	Yes	No
1	No Federal government obligations to third parties by use of a disclaimer	X	
2	Program fraud and false or fraudulent statements and related acts	X	
3	Access to Records	X	
4	Federal changes	X	
5	Civil Rights (EEO, Title VI & ADA)	X	
6	Incorporation of FTA Terms	X	
7	Energy Conservation	X	
8	Termination Provisions (not required of states)	X	
9	Debarment and Suspension	X	
10	Buy America	X	
11	Provisions for resolution of disputes, breaches, or other litigation	X	
12	Lobbying	X	
13	Clean Air	X	
14	Clean Water	X	
15	Cargo Preference	X	
16	Fly America	X	
17	Contract Work Hours & Safety Standards Act	X	
18	Disadvantaged Business Enterprises (DBEs)	X	
19	ADA Access	X	
20	Veterans Preference	X	
21	Motor Carrier Safety	X	
22	Safe Operation of Motor Vehicles	X	
23	Protection of Sensitive and Personally Identifiable Information	X	
24	Trafficking in Persons	X	
25	Tax Liability and Recent Felony Convictions	X	
26	Domestic Preferences for Procurements	X	
27	Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment	X	
28	Bus Testing	X	
29	Pre-Award and Post- Delivery Audit Requirements	X	
30	FTA Clauses Required when DBE threshold has been met	X	
31	Other Federal Requirements	X	
	I certify that I have read and understand the Federal Clauses referenced in this RFP.		
	Signature <u>William F. Fay, Jr.</u> Date <u>JUNE 6, 2025</u> WILLIAM F. FAY, JR., VICE PRESIDENT, SALES		

Signature". Bidders must attach this Federal Clauses document to the bid submission and the required signatures specified in the table below.

REQUIRED CLAUSES FOR FTA-ASSISTED CONTRACTS

1. No Federal Government Obligation to Third Parties.

Authority - FTA Master Agreement FY2020 at Section 3(l)

Applicability - all contracts

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

Flow Down Requirements - This requirement flows down to all subcontracts at every tier.

2. Program Fraud and False or Fraudulent Statements and Related Acts.

Authority - 49 U.S.C. § 5323(l) (1), 31 U.S.C. §§ 3801-3812, 18 U.S.C. § 1001 and 49 C.F.R. part 31, FTA Master Agreement at Section 39(b)(2).

Applicability - all contracts

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

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

Additional Notice to U.S. DOT Inspector General. The Contractor must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Project is located, if the Contractor has knowledge of potential fraud, waste, or abuse occurring on any project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs regardless of whether the project is related to this Contract or another agreement with FTA, and also applies to subcontractors at any tier. "Knowledge," as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Contractor. In this paragraph, "promptly" means to refer information without delay and without change.



device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

Catalog of Federal Domestic Assistance (CFDA) Identification Number.

The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

CFDA number for the Federal Transportation Administration.

Non-urbanized Area Formula (Section 5311) is 20.509. A Agency covered by the Single Audit Act Amendments of 1996 and OMB Title 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (commonly known as Uniform Guidance) agrees to separately identify the expenditures for Federal awards on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Uniform Guidance.

Federal Clauses

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j. Before transmitting to the RECIPIENT its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to the RECIPIENT, of its intent to request to terminate and/or substitute, and the reason for the request.

Commercially Useful Function Monitoring

Per 49 CFR 26.55 A DBE performs a commercially useful function (CUF) when the DBE is responsible for execution of their work under the contract and the DBE is carrying out its responsibilities by actually performing, managing, and supervising their work. A DBE firm does not perform a CUF if the DBE role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation.

On federal aid contracts, the signature of the Project Manager on the DT1582 Completion Certificate serves as certification that the Project Engineer and/or project staff effectually monitored the DBE work performance and contract records to verify that the DBE firms were responsible for the execution of their work under the contract having performed a CUF.