

**Greater Portland Transit District (Metro)
Furnish One Ton Pickup Truck with Plow**

Notice and Specifications

Sealed bids for furnishing METRO with a One Ton Pickup Truck with plow, as detailed in the attached specifications, will be received at METRO offices located at 114 Valley Street, Portland, Maine, 04102, on or before **1:00 P.M., Thursday, October 24, 2019**. Bids may be submitted in physical form at the above address, **or** via email to esanborn@gpmetro.org.

Bidders shall submit illustrated, descriptive literature on what they are offering, with material marked to indicate both the standard factory and optional equipment being bid. The manufacturer's warranty documentation shall be enclosed in the bid package. The equipment shall be in full compliance with any and all applicable O.S.H.A., D.O.T., ANSI, Federal, State and/or municipal regulations.

This project is paid for all or in part by Federal Transit Administration monies, and is therefore subject to federal procurement and contracting requirements. ATTACHMENT A for third-party contracts is a summary of requirements for reference. Contractor shall at all times comply with Federal Transit Administration ("FTA") Circular 4220.1F, as may be amended from time to time. More information and complete regulation language can be found on the FTA website at <https://www.transit.dot.gov/funding/procurement/procurement> and <https://www.transit.dot.gov/funding/procurement/contractors>

Bidders must fill out and submit bid Proposal form, Specification Checklist, and Certification Form.

Bidders are required to register in the System for Awards Management (SAM) in order to be awarded contracts funded by the Federal government. Vendors are required to complete a one-time registration to provide basic information relevant to procurement and financial transactions. If your company is not currently registered in SAM, please see **APPENDIX 1** for instructions on how to access SAM to register.

Bidders must register with METRO to submit a bid, in order to receive any subsequent specification information issued to complete their bid. To register, send company and contact information to lschaw@gpmetro.org. Receipt of this solicitation directly from METRO indicates registration. Bids from vendors not registered with METRO may be rejected.

All bids shall remain open to acceptance for thirty (30) days after their opening. Bids that are late, not submitted on the forms provided, or submitted without signatures shall not be accepted.

Questions regarding this bid shall be made in writing, **no later than Wednesday, October 16, 2019**, via email to esanborn@gpmetro.org. Questions that result in modifications to the bid's specifications will be in the form of a written addendum and sent to all registered bid holders. Oral interpretation given by METRO personnel or others shall not be considered as part of the specification.

Prices quoted shall be F.O.B., Portland, Maine. The prices quoted shall include all fees, including 10-day plates. Copies of the State of Maine Certificate of Title applications shall be delivered with the equipment. The actual certificates shall be mailed to METRO's Maintenance Division at the address above.

Award basis will be the bid amount based on the specifications, not including Options. METRO, at its choice, may elect none or any of the Options listed.

The prices submitted in this bid are for items to be delivered and to include ALL shipping/handling costs – there will be NO allowances made any additional costs, including, but not limited to, fuel surcharges.

Vehicle offered is to be brand new, the latest model available, and of good quality and workmanship. Certain features that have been specified are required by and are necessary for that vehicle's intended use. These features may be factory installed options or options that the dealer might have to install after receipt of the vehicles from the factory. These and any other features/options specified, as well as any and all delivery, title fees, etc., pertaining to this bid must be provided and must be included in the price bid. It will be the responsibility of the bidder to clearly note compliance with and/or exception to any and all specifications shown. Should no exceptions be listed it will be assumed that the equipment bid is in full compliance with the specifications.

If the equipment offered by a bidder under these specifications meets the specifications except for minor factors or reasonably small amounts in dimensions, and if it shall be determined by METRO that these minor variations from the specifications do not prevent the vehicle from performing as satisfactorily, then these minor variations in specifications may be waived by METRO, if it deems it to be to its advantage and the waived variations in specifications will be accepted as fully meeting the specifications.

Any/all work and vehicle are to be in full compliance with any and all pertinent Federal, State of Maine, and municipal regulations.

It is the custom of METRO to pay its bills 30 days following vehicle delivery and acceptance, and following the receipt of correct invoices for all items covered by the purchase order. In submitting bids under these specifications, bidders should take into account all discounts, both trade and time allowed in accordance with this payment policy, and quote a net price. METRO is exempt from the State's sales and use tax as well as all Federal excise taxes.

MERO reserves the right to waive any informalities in bids, and to reject any or all bids should it be deemed to be in METRO's best interest. METRO reserves the right to substantiate the bidder's qualifications, capability to perform, availability, and not subject to debarment under the Federal Systems of Award Management (SAM).

October 4, 2019

Ellen Sanborn
Finance Director

PROPOSAL

The UNDERSIGNED hereby declares that he/she or they are the only person(s), firm or corporation interested in this proposal as principal, that it is made without any connection with any other person(s), firm or corporation submitting a proposal for the same.

The UNDERSIGNED hereby declares that they have read and understand all conditions as outlined in the invitation for bids, and that their proposal is made in accordance with same.

The UNDERSIGNED hereby declares that any person(s) employed by Metro, who has direct or indirect personal or financial interest in this proposal or in any portion of the profits which may be derived therefrom has been identified and the interest disclosed by separate attachment. (Please include in your disclosure any interest which you know of. An example of a direct interest would be a Metro employee who would be paid to perform services under this proposal. An example of an indirect interest would be a Metro employee who is related to any officers, employees, principal or shareholders of your firm or to you. If in doubt as to status or interest, please disclose to the extent known).

The proposer acknowledges the receipt of Addenda numbered _____
(If Applicable)

COMPANY NAME: _____
(Individual, Partnership, Corporation, Joint Venture)

AUTHORIZED SIGNATURE: _____ DATE: _____
(Officer, Authorized Individual or Owner)

PRINT NAME & TITLE: _____

ADDRESS: _____

Zip Code

TELEPHONE: _____ FAX: _____

FEDERAL TAX I.D. NUMBER: _____

E-MAIL: _____ WEBSITE: _____

NOTE: All bids must bear the handwritten signature of a duly authorized member or employee of the organization making the bid. This sheet must be signed and returned with proposal package

PROPOSAL (CONT'D)

1. **One (1) 2019/2020 1 ton, 4 x4, dual wheel utility truck, as specified.**

Price: _____
(Award Basis)

Year, Make/Model Number: _____

Delivery Time After Receipt of Order: _____ days

Vehicle Warranty: _____
(ATTACH MFG'S PRINTED STATEMENT)

Meets All Specifications (Yes/No): _____

Mileage: City: _____ Highway: _____

LIST ALL EXCEPTIONS TO THE SPECIFICATIONS ON A SEPARATE SHEET AND ATTACH TO BID SUBMISSION.

Optional Pricing:

2. **Extended Warranty**
(describe) _____

PRICE: \$ _____

3. **Tommygate model G260SB 1342 TP 27, capacity electric hydraulic operation**

PRICE: \$ _____

4. **55" x 27" +4" treadplate steel platform with folding tire rack**

PRICE: \$ _____

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
OTHER INELIGIBILITY, AND INVOLUNTARY EXCLUSION**

The Respondent, _____, certifies, by submission of this proposal, that neither it nor its principals or subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or involuntarily excluded from participation in this transaction by any Federal Department or Agency.

The Respondent agrees to comply with the requirements of 2 CFR Part 180, Subpart C, as adopted and supplemented by U.S. DOT regulations at 2 CFR Part 1200, while this Request for Proposals (“RFP”) is pending and throughout the period of any contract that may arise from this RFP. The Respondent further agrees that it and its affected subcontractors will provide immediate written notice to Greater Portland Transit District (“GPTD”) if at any time the Respondent learns that his/her subcontractor’s certification was erroneous when submitted or has become erroneous because of changed circumstances.

By submitting this proposal and affixing a signature below, the Respondent certifies that the above statement is a material representation of fact upon which reliance is placed by GPTD. If it is later determined that the Respondent knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, GPTD may terminate this transaction for cause of default.

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

The Respondent certifies or affirms the truthfulness and accuracy of the contents of the statement submitted on or with this certification and understands that the provisions of 31 U.S.C. §§ 3801-3812 are applicable thereto.

Signature of Authorized Official

Date

Printed Name of Authorized Official

Company Name

**1 Ton Pickup Truck with Plow
Specification Compliance Checklist**

The unit described below shall be a new, current year manufacture, regular cab, one ton pickup truck that is manufacturer’s latest design and production, complete, serviced, ready for work, including all required equipment. Please check YES if your bid complies with each specification, or NO if it does not. Explanations for NO items should be submitted with your bid on a separate sheet.

		YES	NO
Engine:	V8 Gasoline, Min 400 hp	_____	_____
	Min 200 amp heavy duty alternator	_____	_____
Transmission:	Heavy duty with overdrive	_____	_____
	Locking differential	_____	_____
Frame:	60” cab to axle measurement	_____	_____
	4X4	_____	_____
	Front and rear stabilizer bars	_____	_____
	Front coil type springs with gas shock absorbers	_____	_____
	Rear solid axle type suspension with leaf springs	_____	_____
	Skid plate	_____	_____
	Front and rear tow hooks	_____	_____
Wheels, brakes, steering:	Power steering	_____	_____
	Front and rear disc brakes, 4-wheel ABS	_____	_____
	Dual rear wheels	_____	_____
	Wheels –Aluminum rims	_____	_____
	Tires – Heavy-Duty All Season Radial	_____	_____
	Mud flaps front and rear	_____	_____
	One full-size spare with aluminum rim	_____	_____
Cab:	Regular cab	_____	_____
	Stainless steel running boards (left and right sides)	_____	_____
	Roof clearance lights	_____	_____
	(4) dash mounted factory installed upfitter switches	_____	_____
	AM/FM stereo	_____	_____
	Heavy duty vinyl bench seat	_____	_____
	Passenger and driver air bags	_____	_____
	Air conditioning	_____	_____
	Power windows	_____	_____
	Vinyl floor with rubber mats	_____	_____
	Powered heated foldaway mirrors with convex	_____	_____
	Exterior color – white	_____	_____
	Interior color – charcoal gray or black	_____	_____
Gauges:	Full factory gauge package	_____	_____
Packages:	Trailer towing package	_____	_____

	YES	NO
Body:		
9' Knapheide Service Body	_____	_____
Rugged 14 ga 2 sided A-40 galvanneal body shell	_____	_____
Flip top compartments	_____	_____
250 lb capacity adjustable shelving	_____	_____
C Tech aluminum draws right front compartment (3-3", 2-5" and 1-7")	_____	_____
Double spring over center door closures on all	_____	_____
Stainless paddle activated rotary style latches	_____	_____
Neoprene door seals	_____	_____
Stainless steel continuous hinges	_____	_____
LED compartment lights	_____	_____
Pooched bumper with recess and receiver hitch	_____	_____
Slammable tailgate	_____	_____
Aluminum rock guards on front corners of the body	_____	_____
Body color: White, color matched to chassis	_____	_____
Bed: Spray liner on load bed and top of tailgate and rear bumper	_____	_____
Four load bed tie rings	_____	_____
Underhood Compressor:		
VMAC under-hood air compressor VR 70/two air taps (F/R) 100% duty cycle / CFM 70 / 150 psi. max.	_____	_____
Compressor package shall include all of the following items:		
All required installation packages.	_____	_____
Air pressure regulator	_____	_____
Dry type paper air filter	_____	_____
Remote liquid to liquid heat exchanger	_____	_____
<i>Throttle control</i>		
Engine speed controlled for automatic modulation to match air demand.	_____	_____
Vehicle drive disable circuit	_____	_____
Park brake safety shut off switch	_____	_____
<i>Air receiver tank</i>		
Size 10 US gallons	_____	_____
200 psi high pressure relief valve.	_____	_____
Integrated coalescing oil separator element	_____	_____
Replaceable spin on 25 micron oil filter w/safety bypass	_____	_____
8 second automatic blow down valve.	_____	_____
Hose 1/2" x 50' hose reel in left rear compartment	_____	_____
Mobile lube skid unit:		
American eagle lubemate v90 with (2) 25 gallon tanks, (2) hose reels and (2) air powered Graco diaphragm pumps for oil and anti-freeze coolant.	_____	_____
Plow:		
Fisher 9.5' XV2 stainless steel complete plow assembly installed	_____	_____

		YES	NO
Rust Protection:			
	Frame and undercarriage to be undercoated and rust proofed	_____	_____
Shop Manuals:	One shop repair manual (book and CD or equivalent)	_____	_____
	One parts manual (book and CD or equivalent)	_____	_____
	One operator's manual (book and CD or equivalent)	_____	_____
Warranty:	Minimum 3-year, 36,000 mile full parts and labor	_____	_____
	Include full and complete documentation on all warranties	_____	_____

ATTACHMENT A

FTA THIRD PARTY CONTRACTING REQUIREMENTS

- A. Federal Requirements; Changes Thereto.** Contractor shall at all times comply with Federal Transit Administration (“FTA”) Circular 4220.1F, as may be amended from time to time, and all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in any grant agreement between FTA and GPM and any standard terms and conditions attached thereto (“Grant Agreement”), as they may be amended or promulgated from time to time during the term of this contract. Contractor’s failure to so comply shall constitute a material breach of this contract. Anything to the contrary herein notwithstanding, all FTA mandated terms and conditions set forth in FTA Circular 4220.1F, as may be amended from time to time, and the Grant Agreement shall be deemed to control in the event of a conflict with other provisions contained in this contract. Contractor shall not perform any act, fail to perform any act, or refuse to comply with GPM requests which would cause GPM to be in violation of any FTA terms and conditions. Contractor agrees to include this contract term, as modified to apply to each subcontractor, in each subcontract issued pursuant to this contract.
- B. No Federal Government Obligations to Third Parties.** Contractor acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the Grant Agreement, absent the Federal Government’s express written consent, the Federal Government shall not be subject to any obligations or liabilities to Contractor or any other person or entity that is not a party to the Grant Agreement. Contractor agrees to include this contract term, as modified to apply to each subcontractor, in each subcontract issued pursuant to this contract.
- C. Conflict of Interest.** By entering into this contract with GPM to perform or provide work, services, or materials, Contractor has thereby covenanted that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any interest, which conflicts in any manner or degree with the work, services, or materials required to be performed and/or provided under this contract and that it shall not employ any person or agent having any such interest. In the event that Contractor or its agents, employees, or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such interest to GPM and take action immediately to eliminate the conflict or to withdraw from this contract, as GPM may require.
- D. False or Fraudulent Statements or Claims.**
1. Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801-3812, and U.S. Department of Transportation (“DOT”) regulations, “Program Fraud Civil Remedies,” 49 CFR Part 31, apply to Contractor’s activities in connection with this Project. Contractor certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with the Grant Agreement or the project for which the contract work is being performed. In addition to other penalties that may apply, Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim,

statement, submission, certification, assurance, or representation to the Federal Government, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, to the extent the Federal Government deems appropriate.

2. Contractor further acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal Government or includes a false, fictitious, or fraudulent statement or representation in any agreement with the Federal Government in connection with this project or any other Federal law, the Federal Government reserves the right to impose on Contractor the penalties of 49 U.S.C. § 5323(l), 18 U.S.C. § 1001, or other applicable Federal law to the extent the Federal Government deems appropriate.
3. Contractor agrees to include these contract terms, as modified to apply to each subcontractor, in each subcontract issued pursuant to this contract.

E. Access to Records. Contractor agrees to:

1. Provide to GPM, the FTA Administrator, the U.S. Secretary of Transportation, and the U.S. Comptroller General or their duly authorized representatives access to all records to the extent required by 49 U.S.C. § 5325(g). Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed;
2. Maintain all books, records, accounts, and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract except in the event of litigation or settlement of claims arising from the performance of this contract. In such case, Contractor agrees to maintain same until GPM, the FTA Administrator, the U.S. Secretary of Transportation, and the U.S. Comptroller General or their duly authorized representatives have disposed of all such litigation, appeals, claims, or exceptions related thereto, or until the end of the regular three-year period, whichever is later, pursuant to 49 CFR Part 18.42.
3. Comply with all applicable State of Maine record retention requirements and applicable provisions of the Maine Freedom of Access Law, 1 M.R.S.A. § 401, *et seq.*
4. Include these contract terms, as modified to apply to each subcontractor, in each subcontract issued pursuant to this contract.

F. Civil Rights. Contractor agrees to comply with all applicable civil rights laws and implementing regulations including, but not limited to, the following:

1. Nondiscrimination in Federal Public Transportation Programs. Contractor agrees to comply, and assures that each subcontractor will comply, with the provisions of 49 U.S.C. § 5332, which prohibits discrimination (including discrimination in employment or business opportunity), exclusion from participation in employment or business opportunity, or denial of program benefits in employment or business opportunity on the basis of race, color, creed, national origin, sex, disability, or age. Contractor further agrees to comply with FTA Circular 4702.1, “Title VI Requirements and Guidelines for Federal Transit Administration Recipients,” as amended, to the

extent consistent with applicable Federal laws, regulations, and guidance, and other applicable Federal guidance that may be issued.

2. Nondiscrimination—Title VI of the Civil Rights Act. Contractor agrees to, and assures that each subcontractor will, prohibit discrimination based on race, color, or national origin and comply with (i) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d *et seq.*, (ii) DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of Civil Rights Act,” 49 CFR Part 21, (iii) U.S. Department of Justice (“DOJ”), “Guidelines for the enforcement of Title VI, Civil Rights Act of 1964,” 28 CFR § 50.03, and (iv) all other applicable Federal guidance that may be issued.
3. Nondiscrimination on the Basis of Sex. Contractor agrees to comply, and assures that each subcontractor will comply, with Federal prohibitions against discrimination on the basis of sex, including (i) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 *et seq.*; (ii) DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 CFR Part 25; and (iii) Federal transit law, specifically 49 U.S.C. § 5332.
4. Nondiscrimination on the Basis of Age. Contractor agrees to comply, and assures that each subcontractor will comply, with Federal prohibitions against discrimination on the basis of age, including (i) the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, which prohibits discrimination on the basis of age; (ii) U.S. Equal Employment Opportunity Commission (“EEOC”) regulations, “Age Discrimination in Employment Act,” 29 CFR Part 1625, which implements the Age Discrimination in Employment Act; (iii) 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; (iv) U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 CFR Part 90, which implements the Age Discrimination Act of 1975, and (v) Federal transit law, specifically 49 U.S.C. § 5332.
5. Nondiscrimination on the Basis of Disability. Contractor agrees to comply, and assures that each subcontractor will comply, with the following Federal laws and regulations against discrimination on the basis of disability: (i) 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; (ii) 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; (iii) 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; (iv) Federal transit law, specifically 49 U.S.C. § 5332, which includes disability as a prohibited basis for discrimination; (v) DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 CFR Part 37, “Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or

Benefiting from Federal Financial Assistance,” 49 CFR Part 27, and “Transportation for Individuals with Disabilities: Passenger Vessels,” 49 CFR Part 39; (vi) Joint U.S. Architectural and Transportation Barriers Compliance Board (“ATBCB”) and DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 CFR Part 1192 and 49 CFR Part 38; (vii) DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 CFR Part 35, and “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 CFR Part 36; (viii) EEOC regulations, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 CFR Part 1630; (ix) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities,” 47 CFR Part 64, Subpart F; (x) ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 CFR Part 1194; (xi) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 CFR Part 609; and (xii) all other applicable laws and amendments pertaining to access for seniors or individuals with disabilities, and applicable Federal civil rights and nondiscrimination guidance.

6. Equal Employment Opportunity. Contractor agrees to, and assures that each subcontractor will, (i) prohibit discrimination on the basis of race, color, religion, sex, or national origin and comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.*; (ii) facilitate compliance with Executive Order 11246, “Equal Employment Opportunity,” as amended by Executive Order 11375, “Amending Executive Order 11246, Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note, and as further amended by Executive Order 13672, “Further Amendments to Executive Order 11478, Equal Employment Opportunity in the Federal Government, and Executive Order 11246, Equal Employment Opportunity,” by ensuring that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their race, color, religion, national origin, disability, age, sexual origin, gender identity, or status as a parent; and (iii) comply with Federal guidance pertaining to Equal Employment Opportunity laws and regulations, and prohibitions against discrimination on the basis of disability. Contractor further agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor further agrees to comply with any implementing requirements that FTA may issue.

7. Contractor agrees to include these contract terms, as modified to apply to each subcontractor, in each subcontract issued pursuant to this contract.

G. Disadvantaged Business Enterprises. To the extent authorized by applicable Federal law and regulation, Contractor agrees to, and assures that each subcontractor will, facilitate participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as Disadvantaged Business Enterprises (“DBEs”), as follows:

1. Contractor agrees to comply with (i) Section 1101(b) of SAFTEA-LU, “Moving Ahead for Progress in the 21st Century” (MAP-21), 23 U.S.C. § 101; (ii) DOT regulations, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs,” 49 CFR Part 26, and (iii) Federal transit law, specifically 49 U.S.C. § 5332.
2. Contractor will not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Contractor agrees to carry out applicable requirements of 49 CFR Part 26 in the administration of this contract and the award and administration of any subcontract issued pursuant to this contract. Failure by 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 GPM deems appropriate, which may include, but is not limited to withholding monthly progress payments, assessing sanctions, liquidated damages, or disqualifying Contractor from future bidding as non-responsible.
3. Contractor agrees to include these contract terms, as modified to apply to each subcontractor, in each subcontract issued pursuant to this contract.

H. Small & Minority Businesses; Women’s Business Enterprises. Contractor agrees to take all necessary affirmative steps to assure that minority firms, women’s business enterprises, and labor surplus area firms are used when possible. Affirmative steps include: (i) placing qualified small & minority businesses and women’s business enterprises (“SMBWBEs”) on solicitation lists; (ii) assuring that SMBWBEs are solicited whenever they are potential sources; (iii) dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by SMBWBEs; (iv) establishing delivery schedules, where requirements permit, that encourage participation by SMBWBEs; and (v) using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce. Contractor agrees to include this contract term, as modified to apply to each subcontractor, in each subcontract issued pursuant to this contract.

I. Debarment and Suspension. This contract is a covered transaction for purposes of 49 CFR Part 29. Accordingly:

1. Contractor agrees to review, and assures that all subcontractors will review, the U.S. General Services Administration (“GSA”) “System for Award Management,” <https://www.sam.gov>, if required by DOT regulations, 2 CFR Part 1200, and the Excluded Parties Listing System at <http://epls.arnet.gov> before entering into any contracts. Contractor further agrees to and assures that all subcontractors will enter into no arrangement to participate in the development or implementation of this project with any party that is debarred or suspended, pursuant to DOT regulations, “Nonprocurement Suspension and Debarment,” 2 CFR Part 1200; U.S. Office of Management and Budget (“OMB”), “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 CFR Part 180, including any amendments thereto; Executive Orders Nos. 12549 and 12689, “Debarment and Suspension,” 31 U.S.C. § 6101 note; and other applicable Federal laws, regulations, or guidance regarding participation with debarred

or suspended subcontractors. Contractor agrees to comply with said requirements throughout the period of this contract.

2. Contractor certifies that neither it nor its principals or subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or involuntarily excluded from participation in this transaction by any Federal Department or Agency.
3. Contractor certifies that the above statement is a material representation of fact upon which reliance is placed by GPM. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, GPM may terminate this transaction for cause of default.
4. Contractor agrees to include these contract terms, as modified to apply to each subcontractor, in each subcontract issued pursuant to this contract.

J. Fair Labor Standards. Contractor agrees to comply, and assures that all subcontractors will comply, with the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201, *et seq.*, to the extent that the FLSA applies to employees performing project work involving commerce, and as the Federal Government otherwise determines applicable.

K. Employee Protections—Wage and Hour Requirements. Contractor agrees to comply, and assures that all subcontractors will comply, with all applicable Federal laws and regulations providing wage and hour protections for nonconstruction employees, including (i) Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3702, and other relevant parts of that Act, 40 U.S.C. § 3701 *et seq.*, and U.S. Department of Labor (“DOL”) regulations, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to Contract Work Hours and Safety Standards Act,” 29 CFR Part 5. Accordingly, Contractor shall comply with the following contract terms and insert said terms in full in any contract or subcontract, if the contract or subcontract may require or involve the employment of laborers or mechanics and if it is not contemplated that the contract or subcontract will be a contract for supplies, materials, or articles ordinarily available in the open market or any other type of contract exempt from the Contract Work Hours and Safety Standards Act, pursuant to 40 U.S.C. § 3701(b):

1. Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; Liability For Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, Contractor and

subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard work week of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding For Unpaid Wages And Liquidated Damages. GPM shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. Subcontracts. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

L. Energy Conservation. Contractor agrees to comply with the mandatory energy efficiency standards and policies within the applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. § 6321 *et seq.*

M. Environmental Protection. Contractor agrees to comply with all applicable requirements of the National Environmental Policy Act of 1969 (“NEPA”), as amended, 42 U.S.C. §§ 4321-4335, consistent with Executive Order No. 11514, as amended, “Protection and Enhancement of Environmental Quality,” 42 U.S.C. § 4321 note; FTA statutory requirements on environmental matters, 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with NEPA, as amended, 40 CFR Part 1500 *et seq.*; joint Federal Highway Administration (“FHA”)-FTA regulations, “Environmental Impact and Related Procedures,” 23 CFR Part 771 and 49 CFR Part 622; and any other applicable State and Federal environmental laws and regulations.

N. Preference for Recycled Products. Contractor agrees to provide a competitive preference for products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and EPA “Comprehensive Procurement Guidelines for Products Containing Recovered Materials,” 40 CFR Part 247.

FTA Vested Interest. The Parties acknowledge that FTA has a vested interest in the settlement of any dispute, breach, default, or litigation involving the project, and has the right to participate in any dispute resolution as it may choose to do.

APPENDIX 1

System for Award Management (SAM)

FOR QUESTIONS ABOUT SAM'S NEW LOGIN PROCESS, VISIT SAM.GOV OR CALL THE FEDERAL HELP DESK AT [866-606-8220](tel:866-606-8220) (TOLL FREE)

The System for Award Management (SAM) is a Federal Government owned and operated free web site that consolidates the capabilities in Central Contractor Registration (CCR)/FedReg, Online Representations and Certifications Applications (ORCA) and the Excluded Parties List System (EPLS). Future phases of SAM will add the capabilities of other systems used in Federal procurement and awards processes.

Both current and potential government vendors are required to register in SAM in order to be awarded contracts by the Government. Vendors are required to complete a one-time registration to provide basic information relevant to procurement and financial transactions. Vendors must update or renew their registration annually to maintain an active status. SAM is also a marketing tool for businesses. SAM allows Government agencies and contractors to search for your company based on your ability, size, location, experience, ownership, and more. SAM allows users to search for firms certified by the SBA under the [8\(a\) Development](#) and [Hubzone Programs](#). SAM also incorporates the ORCA system which is web-based system where the vendor provides required information about the firm (e.g., accounting procedures; travel policies) and verifies that the firm meets certain Federal requirements (e.g., complies with equal opportunity legislation).

SAM validates the vendor's information and electronically shares the secure and encrypted data with the Federal agencies' finance offices to facilitate paperless payments through electronic funds transfer (EFT). Additionally, SAM shares the data with Government procurement and electronic business systems. A vendor only needs to input business information in one database, which will then automatically populate the SBA database. Please note that if you are interested in receiving Small Disadvantaged Business, HUBZone, or 8(a) certifications, you will need to refer separately to SBA to complete that process.

NOTE: If you had an active record in CCR, you have an active record in SAM. You do not need to do anything in SAM at this time, unless a change in your business circumstances requires updates to your Entity record(s) in order for you to be paid or to receive an award or you need to renew your Entity's or Entities' records. SAM will send notifications to the registered user via email 60, 30, and 15 days prior to expiration of the Entity. To update or renew your Entity records(s) in SAM you will need to create a SAM User Account and link it to your migrated Entity records. You do not need a user account to search for registered entities in SAM by typing the DUNS number or business name into the search box.

Please visit the SAM page here: www.sam.gov Please note that the DOT OSDBU does not manage the SAM system, so we are unable to provide assistance to users regarding their accounts. Information on the SAM help desk can be found on the SAM Help page: [SAM Help Page](#)