

Thomas County Area Transit System

Request for Bids

Public Transit On-Board Bus Surveillance System

Thomas County Area Transit System

Corey McGee, Transit Director

110 S. Crawford Street, Thomasville, GA 31792

(229) 228-7372

corey.mcgee@thomascountyga.gov

Responses Due at or before 10:00am EST, December 29, 2023

Summary

Thomas County Area Transit (TCAT) is seeking price and qualification responses (the Bid) from qualified vendors (the Vendor/Bidder) to provide and, as a separate cost option, install a fleetwide On-Board Bus Video Surveillance System (the System). TCAT is a Thomas County, Georgia government department operating 15 Body-on-Chassis transit passenger vehicles.

TCAT is issuing a Request for Bids. Vendor and product qualifications will be evaluated; however, the award primarily focuses on the vendor's pricing.

Procurement Schedule

RFB Issued	November 30, 2023
Written Questions Due	December 7, 2023
Revised - Respond to Questions	December 12, 2023
Revised - Submittal Deadline	December 29, 2023 (10:00am EST)
Revised - Evaluations	Week of January 1, 2024
Revised - Anticipated Award	January 5, 2024

Terms of Submittal

The Georgia Department of Transportation provides funding for this procurement, subject to the laws and regulations of the State of Georgia and the Federal Transportation Administration.

Disadvantaged Business Enterprises are encouraged to submit bids. TCAT does not discriminate on the basis of race, color, national origin, sex, or disability. TCAT requires the selected Vendor, in the participation or performance of any resulting contract or agreement, to comply with these standards and the Federal Certifications and Assurances outlined in Appendix A.

The Bidder waives any right it may have to bring any claim, whether as damages or equity, against TCAT and employees, with respect to any matter arising out of this procurement process.

The issuance of this procurement and receipt of a Bidder's response in no way commits TCAT to any contractual agreements. TCAT will not be liable for any expenses incurred by a Bidder in preparing a response.

TCAT reserves the right to waive technical defects in Bidder's documents, to reject any and all bid responses, in whole or in part, and to make such awards, in whole or in part, including accepting a Bid or a part of the Bid, although not the lowest Bid, that in its judgment will be in the best interest of TCAT.

TCAT reserves the right to enter into negotiations with the most responsive

TCAT intends to award a single contract to the most responsive and responsible Bidder based on the evaluation criteria identified in this document. The final selection will be at the sole discretion of TCAT. The successful Bidder will provide a standard contract for execution between both parties.

The requirements contained herein should be construed as a minimum only. Innovative solutions shall be considered during the evaluation process.

Point of Contact

For this procurement, the following person will be the primary point-of-contact throughout the procurement process (questions and clarification), product delivery, and contract fulfillment:

Thomas County Area Transit
Corey McGee, *Transit Director*
Email: corey.mcgee@thomascountyga.gov
Phone: (229) 228-7372

Execution of this procurement and product delivery will be assisted by:

Thomas County
Jamie Parrott, *Fleet Services Director*
Email: jamie.parrott@thomascountyga.gov
Phone: (229) 226-1803

Submittal Instructions

A Bid response and all required documents shall be electronically submitted to the primary point-of-contact identified above. Submissions will be received no later than 10:00 am Eastern Standard Time on December 29, 2023.

A Bid submittal must be provided as a single PDF document.

A Bid submittal must include:

- 1) Cover Letter
- 2) Vendor Qualifications
- 3) Proposed Product
- 4) Cost Bid
- 5) Acknowledgment of Addenda (if applicable)
- 6) Federal Certifications and Assurances
- 7) Additional Vendor Information

Cover Letter

- Limit to one page
- Minimum content:
 - o Confirm and summarize the response and acknowledge the company's understanding of the terms and conditions of the procurement.
- *Note: While the content of a Cover Letter may be used for evaluation purposes, the Cover Letter specifically will not be scored.*

Vendor Qualifications

- Limit to four pages
- Minimum content:
 - Experience & References – The Bidder should Identify how long the company has been providing the requested type of product, describe its geographic coverage (national, international, etc.), and generally describe the types of customers it serves. Provide a list of the last three (3) installations, similar to TCAT.
 - Project Management and Staffing – The Bidder should Identify the proposed individuals and team participating in the project. If contractors are used for any part of the installation, customization, or maintenance of the proposed System, identify in this section of the Bid.
 - Maintenance, Support, and Upgrades – Describe the Bidder’s network of technical support during the project, focusing both on the critical initial implementation period as well as long-term operation. Describe procedures for rendering support, including the availability of technicians to provide on-site repairs and ability to remotely access, diagnose, and make necessary repairs. Technical support policies and pricing must be explained in detail.

Proposed Product

- No page limit
- Minimum content:
 - The Bidder should fully describe the System being offered, along with any other technologies the vendor may be offering (inclusive or exclusive of the scope of need outlines in Exhibit A).
 - The Bidder should specify the software proposed to operate the System.
 - The Bidder should specify the brand name of the proposed System.
 - The Bidder should specify the training included with the System. Training must be included in the cost bid.
 - The Bidder will specify the warranty provisions for the software and hardware.
 - The Bidder should specify the number of days necessary to install the System.

Cost Bid

- No page limit
- Minimum content:
 - o Cost Bids should be submitted for the core product outlined in the scope of need in Exhibit A.
 - o Ancillary hardware/software and related technologies costs (if applicable).
 - o Installation costs
 - o Training costs
 - o On-going technical support
 - o Warranty costs
 - o *Note: TCAT seeks to purchase 13 to 15 units. The Bidders pricing should reflect a per unit cost.*

Submittal Evaluation

Evaluation of Bids will be performed by a committee comprised of Thomas County staff and representatives. The evaluation committee will evaluate and select the proposal that best addresses the requirements of the project, in accordance with the criteria stated herein. TCAT reserves the right to reject any or all submittals.

Evaluation/Scoring

Criteria	Score
Vendor Qualifications	20
Proposed Product	20
Cost Bid	60

Exhibit A - Scope of Need and Specifications

Project Objectives

TCAT seeks to procure a bus video surveillance system, with audio, on its Body-on-Chassis demand response (15) vehicles. The bus video surveillance system shall also include all hardware, software, cables, necessary to successfully install and implement an onboard video surveillance system. At minimum, the System shall provide adequate coverage at the front and side of fleet vehicles with a digitally recorded video storage retention system and access and management of audio/video recordings.

As an option, the Bidder may be asked to perform all installation work. The Bidder would provide all materials, tools, equipment, transportation, supervision, and performing all labor and services necessary and incidental to designing, installing, and testing the bus video camera system in accordance with requirements.

System Requirements

Important Note: Bidders are asked to submit tiered pricing for 2, 3, 4, 5, and 6 camera System configurations.

At minimum, TCAT seeks a System that records audio and video surveillance stored on-board its transit vehicles. Access to the on-board system can be via flash drive or network connections. All data will be stored on local hardware, accessed by a user interface provided by the Vendor. All data should be easily and at no cost able to be exported to a format that can be used by common video playback software.

Minimum Specifications/Features

- Minimum - Front Facing and Exterior Side Cameras
- Expandable to Six (6) cameras
- A solid state DVR with at minimum one (1) week storage ability
- Industry Standard Definition
- Infrared Technology
- Field of View should include a variety of lens options for end users
- All mounting hardware/racks necessary to install video system
- All wiring and cabling necessary to install video system
- Tamper/vandalism resistant housing
- Microphone equipped
- Shutdown Delay to record after bus is turned off
- Activated event button

Warranty

All equipment and workmanship (onboard surveillance equipment, backend equipment, software, and other accompanying equipment) should have a minimum of a 3-year warranty from the date of final acceptance of work.

Bids will explain the coverage provided by the warranty, including the response method and plan to provide parts and labor.

The Bidder completely warrants the documentation provided. It accurately reflects the operation and maintenance of the equipment and software. It will provide all the information necessary to maintain the system.

Hardware will be replaced at the sole cost of the vendor for any hardware reaching end-of-life within the first three years of use due to technology and component updates.

Maintenance

Bids must include annual pricing for maintenance and base support services for a working, fully functional system. The Bidder will explain the coverage, including response times and plans to provide parts and labor. Bids must address maintenance provisions for software patches and version upgrades.

Technical Support and Training

The Bidder will provide TCAT with technical support to assist with any technical issues or questions. This will include, at a minimum, relevant contacts (name, title, phone number, and email) and returned merchandise authorization (RMA) process and procedures.

The Bidder will provide diagnostic access in the form of an on-board monitor, mouse and/or any other device required to properly interact with the system for diagnostic purposes.

The Bidder will submit a training plan that describes the procedures employed to adequately accomplish training related to the utilization of the system.

Appendix A – Federal Certifications and Assurances

The Federal Certifications and Assurances listed below are to be executed and enclosed with each Bid. Bids received without these forms/certifications completed will not be considered. Compliance with these requirements is mandatory for a contract award.

TCAT receives funding from grants through the Federal Transit Administration (FTA) administered by the Georgia Department of Transportation. The successful Bidder will comply with the federal statutes and regulations checked below. The following pages contain some of the language for each clause, but vendors are expected to reference each clause as found on the FTA website. Please review carefully and indicate below if you would agree to comply with these clauses should you be the successful proposer.

Note: Your signed commitment to comply is required for us to consider your submission responsive.

- Access to Records and Reports
- Changes to Federal Requirements
- No Federal Government Obligation to Third Parties
- Program Fraud and False or Fraudulent Statements and Related Acts
- Termination
- Government-wide Debarment and Suspension
- Civil Rights Requirements
- Incorporation of FTA Terms

The Bidder hereby certifies that it will comply with the clauses checked above as well as those attached. (Please read and where indicated, sign appropriate clauses)

Signature

Date

ACCESS TO RECORDS AND REPORTS

49 U.S.C. 5325 18 CFR 18.36 (i)49 CFR 633.17

Access to Records - The following access to records requirements apply to this Contract:

- 1 Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
- 2 Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$250,000.
- 3 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 and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
- 4 Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
- 5 The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 6 The Contractor agrees to 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 which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
- 7 FTA does not require the inclusion of these requirements in subcontracts.

FEDERAL CHANGES

49 CFR Part 18

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

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

No Obligation by the Federal Government.

- 1 The Purchaser 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 Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
 - 2 The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.
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PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

31 U.S.C. 3801 et seq. 49 CFR Part 31 18 U.S.C. 1001 49 U.S.C. 5307

Program Fraud and False or Fraudulent Statements or Related Acts.

- 1 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.

- 2 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. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
 - 3 The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.
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TERMINATION

49 U.S.C. Part 18 [FTA Circular 4220.1E](#)

- a **Termination for Convenience (General Provision)** The (Recipient) may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to (Recipient) to be paid the Contractor. If the Contractor has any property in its possession belonging to the (Recipient), the Contractor will account for the same, and dispose of it in the manner the (Recipient) directs.
- b **Termination for Default [Breach or Cause] (General Provision)** If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.^[SEP] If it is later determined by the (Recipient) that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the (Recipient), after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.
- c **Opportunity to Cure (General Provision)** The (Recipient) in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.^[SEP] If Contractor fails to remedy to (Recipient)'s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from (Recipient) setting forth the nature of said breach or default, (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 (Recipient) from also pursuing all available remedies against Contractor and its sureties for said breach or default.

- d **Waiver of Remedies for any Breach In the event that (Recipient)** elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by (Recipient) shall not limit (Recipient)'s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
- e **Termination for Convenience (Professional or Transit Service Contracts)** The (Recipient), by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.
- f **Termination for Default (Supplies and Service)** If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.^[SEP] If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.
- g **Termination for Default (Transportation Services)** If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.^[SEP] If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of the (Recipient), protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and (Recipient) shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.^[SEP] If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the (Recipient).
- h **Termination for Default (Construction)** If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Recipient resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred

by the Recipient in completing the work. [L] [SEP] The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

- 1 the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
- 2 the contractor, within [10] days from the beginning of any delay, notifies the (Recipient) in writing of the causes of delay. If in the judgment of the (Recipient), the delay is excusable, the time for completing the work shall be extended. The judgment of the (Recipient) shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses. [L] [SEP] If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Recipient.

- i **Termination for Convenience or Default (Architect and Engineering)** The (Recipient) may terminate this contract in whole or in part, for the Recipient's convenience or because of the failure of the Contractor to fulfill the contract obligations. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. [L] [SEP] If the termination is for the convenience of the Recipient, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. [L] [SEP] If the termination is for failure of the Contractor to fulfill the contract obligations, the Recipient may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Recipient. [L] [SEP] If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.
- j **Termination for Convenience of Default (Cost-Type Contracts)** The (Recipient) may terminate this contract, or any portion of it, by serving a notice or termination on the Contractor. The notice shall state whether the termination is for convenience of the (Recipient) or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the (Recipient), or property supplied to the Contractor by the (Recipient). If the termination is for default, the (Recipient) may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the (Recipient) and the parties shall negotiate the termination settlement to be paid the Contractor. [L] [SEP] If the termination is for the convenience of the (Recipient), the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination. [L] [SEP] If, after serving a notice of termination for

default, the (Recipient) determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, the (Recipient), after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

49 CFR Part 29 Executive Order 12549

Background and Applicability

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, *Debarment and Suspension*, Executive Order 12689, *Debarment and Suspension*, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services. 49 CFR 29. 220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from \$150,000 to \$25,000. These are contracts and subcontracts referred to in the regulation as “covered transactions.”

Grantees, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required. 49 CFR 29.300.

Grantees, contractors, and subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

Clause Language

The following clause language is suggested, not mandatory. It incorporates the optional method of verifying that contractors are not excluded or disqualified by certification.

Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

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

CIVIL RIGHTS REQUIREMENTS

29 U.S.C. § 623, 42 U.S.C. § 2000, 42 U.S.C. § 6102, 42 U.S.C. § 12112, 42 U.S.C. § 12132, 49 U.S.C. § 5332, 29 CFR Part 1630, 41 CFR Parts 60 et seq.

Civil Rights - The following requirements apply to the underlying contract:

- 1 *Nondiscrimination* - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2 *Equal Employment Opportunity* - The following equal employment opportunity requirements apply to the underlying contract:
 - a *Race, Color, Creed, National Origin, Sex* - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor 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. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- b *Age* - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - c *Disabilities* - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- 3 The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.
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INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

[FTA Circular 4220.1E](#)

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in [FTA Circular 4220.1E](#) 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 (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.