



**RFP 2024-120, High-Definition Camera and DVR System for Transit Vehicles**  
**Exhibit A, Required Clauses and Certifications**

1. Authorization to Submit Response and Required Certifications
2. Addendum Acknowledgement
3. Organizational Information
4. Key Personnel Information
5. Firm and Key Personnel Licenses/Registrations
6. Past Performance Survey Form
7. Proprietary and/or Confidential Information
8. Vendor Registration Form/Taxpayer I.D. Number
9. Current W9
10. Legal Worker Certification
11. Non-Collusion Affidavit
12. Conflict of Interest Certification
13. Anti-Lobbying Certification
14. Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters Certification
15. No Israel Boycott Certification
16. No Forced Labor of Ethnic Uyghurs Certification
17. Buy America
18. Build America
19. Insurance Requirements Acknowledgement
20. Davis Bacon Wage Determination Compliance Certification
21. Proposal Pricing
22. Exceptions to RFP Requirements and/or Contract Provisions
23. No Federal Government Commitment or Liability to Third Parties
24. False or Fraudulent Statements or Claims
25. Access to Third Party Contract Records
26. Changed Circumstances
27. Termination.
28. Disadvantaged Business Enterprise (DBE) and Civil Rights
29. Incorporation of FTA Term
30. Energy Conservation
31. Seat Belt Use.
32. Distracted Driving, Including Text Messaging While Driving
33. ADA Access
34. Prohibitions on Certain Telecommunications Equipment
35. Notification to the FTA



## ATTACHMENT 1: AUTHORIZATION TO SUBMIT RESPONSE AND REQUIRED CERTIFICATIONS

By signing below, the Respondent hereby certifies that:

- They have read, understand, and agree that acceptance by Mountain Line of the Respondent's Response by the award and execution of a contract will create a binding contract; and
- They agree to fully comply with all terms and conditions as set forth in Mountain Line's Purchasing Policy and General Conditions, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific procurement;
- The person signing the Response certifies that he/she is the person in the Respondent's organization responsible for, or authorized to make, decisions.
- The Respondent is a corporation or other legal entity.
- No attempt has been made or will be made by the Respondent to induce any other Respondents or person to submit or not to submit a Response in response to this RFP.
- The price (if any) and terms and conditions in this Response are valid for 180 days from the date of submission.

\_\_\_\_\_  
(Signature Required)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Date)



## ATTACHMENT 2: ADDENDUM ACKNOWLEDGMENT

Receipt by the undersigned of the following addenda is hereby acknowledged:

Addendum Number: 1      Dated: \_\_\_\_\_

Addendum Number: 2      Dated: \_\_\_\_\_

Addendum Number: 3      Dated: \_\_\_\_\_

Addendum Number: 4      Dated: \_\_\_\_\_

Addendum Number: 5      Dated: \_\_\_\_\_

Addendum Number: 6      Dated: \_\_\_\_\_

\_\_\_\_\_  
(Signature Required)                      (Date)

\_\_\_\_\_  
(Print Name)                                      (Print Title)



### ATTACHMENT 3: ORGANIZATIONAL INFORMATION

1. Name of Respondent: \_\_\_\_\_  
dba: \_\_\_\_\_
2. To whom should correspondence regarding this contract be addressed?  
Contact Person: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email address: \_\_\_\_\_
3. Date business was established: \_\_\_\_\_
4. Ownership (e.g., public company, partnership, subsidiary): \_\_\_\_\_
5. Primary line of business: \_\_\_\_\_
6. Total number of employees: \_\_\_\_\_
7. Is your agency acting as the administrative agent for any other agency or organization?  
If yes, describe the relationship in both legal and functional aspects.  
\_\_\_\_\_
8. Does the organization have any uncorrected audit exceptions? \_\_\_\_\_  
If yes, please explain.  
\_\_\_\_\_
9. Has any state or federal agency ever made a finding of non-compliance with any relevant  
civil rights requirement with respect to your program? \_\_\_\_\_  
If yes, please explain.  
\_\_\_\_\_
10. Have there ever been any felony convictions of any key personnel (i.e., Administrator,  
CEO, Financial Officers, major stockholders or those with controlling interest)? \_\_\_\_  
If yes, please explain:  
\_\_\_\_\_
11. Has anyone in your organization, or has your organization, ever been restricted or, in  
any way sanctioned, or excluded from participation in any governmentally funded  
healthcare programs including, but not limited to, Medicare or Medicaid/AHCCCS?  
\_\_\_\_\_  
If yes, please explain.  
\_\_\_\_\_



## ATTACHMENT 4: KEY PERSONNEL INFORMATION

Provide Information below for each key person to be involved in providing the Services. This format must be used for resumes and representative projects. List LEED certification after the individual's name, where applicable.

1. Name (Include LEED Certification, if Applicable):
2. Role in this Contract:
3. Years of Experience - Total:
4. Years of Experience - With Current Firm:
5. Firm Name and Location (*City and State*):
6. Education (*Degree and Specialization*):
7. Current Professional Registration (*State and Discipline*):
8. Other Professional Qualifications (*Publications, Organizations, Training, Awards, Etc.*):
9. Representative Projects. Projects should have been begun or completed within the last five (5) years. For each project, include the following information:
  - A. Relevant Project - Title and Location (City and State):
  - B. Relevant Project - Year Completed - Professional Services:
  - C. Relevant Project - Year Completed or Expected to be Completed:
  - D. Relevant Project - Brief Description of Scope, Size, Cost Etc. and Specific Role:
  - E. Relevant Project - Brief Description and if Project was Performed with Current Firm:



**ATTACHMENT 5: FIRM AND KEY PERSONNEL LICENSES/REGISTRATIONS**

(List Only Arizona Professional Licenses/Registrations for Firm)

Firm Name: \_\_\_\_\_

Firm Licenses/Registrations: \_\_\_\_\_

**List your Firm's current individual Arizona Professional Licenses Only:**

<b>Arizona Branch</b>	<b>Individual</b>	<b>Discipline</b>	<b>Arizona Licenses/Board of Technical Registration</b>	<b>Expiration Date</b>



## ATTACHMENT 6: PAST PERFORMANCE SURVEY

### RFP NO. 2024-120, High-Definition Camera and DVR System for Transit Vehicles

Name of firm being surveyed: \_\_\_\_\_

Name of firm completing survey: \_\_\_\_\_

Northern Arizona Intergovernmental Public Transportation Authority, Mountain Line, collects past performance information (on firms as well as key personnel) to assist in procuring/awarding projects based on value. The firm/individual listed above has listed you as a reference for a past project they have completed. We would greatly appreciate it if you would take a few moments to complete this survey.

The first half of the survey contains open-ended questions that help us to better understand your working relationship with the individual or firm. The second section of the survey asks for you to rate the individual or firm in several areas based on your past experience.

#### Section 1: Working Relationship Questions

Please describe your relationship with the firm or individual (types of projects etc.):  
(Please feel free to add a document or attachment if there is not enough space below.)

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What did you like best about this company or individual? (Please feel free to add a document or attachment if there is not enough space below.)

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Did you experience any problems with this company or individual? If so, please describe the situation. Was the problem resolved to your satisfaction? (Please feel free to add a document or attachment if there is not enough space below.)

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#### Section 2: Rating Criteria:

Please rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the company I individual again) and 1 representing that you were

**2024-120, High-Definition Camera and DVR System for Transit Vehicles**



very unsatisfied (and would never hire the company I individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, please leave it blank.

NO.	CRITERIA	UNIT	RATING
1	How satisfied were you with how this vendor met your expectations for cost of services rendered?	(1-10)	
2	How satisfied were you with the vendor's ability to effectively communicate with you during the planning? stage of the	(1-10)	
3	What is your overall rating of the training materials used by the individual I vendor?	(1-10)	
4	How satisfied were you with the vendor's ability to meet your overall expectations?	(1-10)	
5	Rate your likeliness to contract with this firm/individual again.	(1-10)	

Please provide your phone number and email information for any follow up questions that we might have

Date: \_\_\_\_\_

Email: \_\_\_\_\_

Telephone: \_\_\_\_\_

Printed Name and Title of Evaluator: \_\_\_\_\_

Signature: \_\_\_\_\_

Thank you for your time and effort in assisting the Mountain Line in this important endeavor.

**Please email the completed survey to: [purchasing@mountainline.az.gov](mailto:purchasing@mountainline.az.gov)**





## ATTACHMENT 7: PROPRIETARY AND/OR CONFIDENTIAL INFORMATION

In accordance with Arizona's Public Records Act, Title 39 Chapter 1 of the Arizona Revised Statutes, Respondent is advised that any documents it provides to Mountain Line in response to a solicitation will be available to the public if a proper Public Records Request is made, except that Mountain Line is not required to disclose or make available any record or other matter that reveals proprietary information provided to Mountain Line by a Respondent that is from a non-governmental source. See A.R.S. § 48-5541.01(M)(4)(b).

Any specific documents or information that the Firm deems to be proprietary and/or confidential must be clearly identified as such in the firm along with justification for its proprietary and/or confidential status.

The Firm may not claim that the entire Response or the entire submission is proprietary and/or confidential. It is the Firm's responsibility to clearly identify each document and each piece of information in their submission that is proprietary and/or confidential. The final determination of nondisclosure, however, rests with the Procurement Officer.

Firms should be aware that if a Court determines that the Firms information is not proprietary and/or confidential; Mountain Line will be required to disclose such information pursuant to a public records request. In such cases, the firm understands and agrees that Mountain Line shall comply with the Court's determination and Respondent shall not hold Mountain Line liable for any costs, damages or claims whatsoever related to releasing the information.

This is the only notice that will be given to Respondents regarding the Firm's responsibility to clearly identify its proprietary and/or confidential information. If a public records request is submitted to Mountain Line and the Respondent did not clearly identify its proprietary and/or confidential information at the time their Response is submitted, Mountain Line will not provide Firm with any subsequent notice or opportunity to identify proprietary and/or confidential documents or information.

I hereby certify that I acknowledge acceptance of the terms above and that I have:

- Determined that no documents or information contained within this Response are proprietary and/or confidential in nature.
- Clearly identified specific documents or information that are deemed to be proprietary and/or confidential and have justified the reason for the proprietary status of any identified documents or information contained herein.

\_\_\_\_\_  
(Signature Required)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Title)



## ATTACHMENT 8: VENDOR REGISTRATION FORM

Contact Name:

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Agency/Company Name:

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Phone Number \_\_\_\_\_

Email Address: \_\_\_\_\_

Address:

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Description of Service:

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Certified Disadvantaged Business Enterprise? Y\_\_\_ N\_\_\_

Tax Identification Number:

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**Attachment 9: CURRENT W9  
Document on next page**



Form <b>W-9</b> (Rev. November 2005) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer          Identification Number and Certification</b>	Give form to the requester. Do not send to the IRS.
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Print or type See specific instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ ..... <input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number												
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Employer identification number												
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**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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**Purpose of Form**

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



## ATTACHMENT 10: LEGAL WORKER CERTIFICATION

In accordance with A.R.S. § 41-4401, Mountain Line is prohibited from awarding a contract to any Professional who fails, or whose consultants fail, to comply with A.R.S. § 23-214(A). The undersigned entity warrants that it complies fully with all federal immigration laws and regulations that relate to its employees, that it shall verify, through the employment verification pilot program as jointly administered by the U.S. Department of Homeland Security and the Social Security Administration or any of its successor programs, the employment eligibility of each employee hired after December 31, 2007, and that it shall require its consultants and sub-consultants to provide the same warranties to the below entity.

The undersigned acknowledges that a breach of this warranty by the below entity or by any consultant or sub-consultant under any Contract resulting from this solicitation shall be deemed a material breach of the Contract, and is grounds for penalties, including termination of the Contract, by Mountain Line. Mountain Line retains the right to inspect the records of the below Respondent, consultants, and sub-consultants employees who performs work under the Contract, and to conduct random verification of the employment records of the below entity and any consultants and sub-consultants who works on the Contract, to ensure that the below entity and each consultant and sub-consultant is complying with the warranties set forth above.

\_\_\_\_\_  
(Signature Required)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Title)



**ATTACHMENT 11: NON-COLLUSION AFFIDAVIT**

STATE OF ARIZONA        )  
  )  
COUNTY OF COCONINO    )        ss

\_\_\_\_\_ being first duly sworn, deposes and says:

That he/she is the \_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_ (Title) (Name of Firm)

submitting this Response in response to the RFP identified below.

That, in connection with the above-mentioned Project, neither he/she, nor anyone associated with the aforesaid Firm, has, directly or indirectly, participated in any collusion, entered into any contract, combination, conspiracy or other act in restraint of trade or commerce in violation of the provisions of A.R.S. § 34-251, as amended.

\_\_\_\_\_  
(Signature of Affiant)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

My Commission Expires: \_\_\_\_\_

(Notary Public)



**ATTACHMENT 12: CONFLICT OF INTEREST CERTIFICATION**

The undersigned certifies that to the best of their/her knowledge: **(check only one)**

- ( ) There is no officer or employee of Northern Arizona Intergovernmental Public Transportation Authority who has or whose relative has a substantial interest in any contract resulting from this request.
- ( ) The names of any and all public officers or employees of Northern Arizona Intergovernmental Public Transportation Authority who has or whose relative has a substantial interest in any contract resulting from this request, and the nature of the substantial interest, are included below or as an attachment to this certification.

\_\_\_\_\_  
(Signature Required)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Title)



**ATTACHMENT 13: ANTI-LOBBYING CERTIFICATION**  
**Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions**

In accordance with the Federal Acquisition Regulation ("FAR"), 52.203-11:

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The offeror, by signing its offer, hereby certifies to the best of their or her knowledge and belief that on or after December 23, 1989:
  - (1) No 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 on their or her behalf in connection with the awarding of this contract;
  - (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) 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 on their or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
  - (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, Title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

\_\_\_\_\_  
(Signature Required)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Title)





**ATTACHMENT 14: DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS CERTIFICATION**

1. The Offeror certifies, to the best of its knowledge and belief, that:
  - A. The Offeror and/or any of its Principals:
    - (i) (Check one) **are** ( ) or **are not** ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; (The debarred list (List of Parties Excluded from Federal Procurement and Non-Procurement Programs) is at <http://epls.arnet.gov> on the Web.)
    - (ii) (Check one) **have** ( ) or **have not** ( ), within a three-year period preceding this offer, 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) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
    - (iii) (Check one) **are** ( ) or **are not** ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.
  - B. The Offeror (Check one) **has** ( ) or **has not** ( ), within a three-year period preceding this Response, had one or more contracts terminated for default by any Federal agency.
2. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).
3. This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.
4. The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsible.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
7. The certification in paragraph 1 above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Respondent knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

\_\_\_\_\_  
(Signature Required)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Title)



**ATTACHMENT 15: NO ISRAEL BOYCOTT CERTIFICATION**

In accordance with A.R.S. § 35-393, Mountain Line is prohibited from awarding a contract to any Professional who fails, or whose consultants fail, to comply with A.R.S. § 35-393. Company hereby certifies to Mountain Line and agrees for the duration of any Contract resulting from this solicitation that:

- A. Company certifies to Mountain Line that it is not currently engaged in and agrees for the duration of the contract not to engage in a boycott of Israel as defined in A.R.S. § 35-393. B. If Company becomes aware during the term of the Contract that Company is not in compliance with the above written certification, Company shall notify Mountain Line within five business days after becoming aware of the noncompliance. If Company does not provide Mountain Line with a written certification that Company has remedied the noncompliance within one hundred eighty days after notifying Mountain Line of the noncompliance, the Contract will terminate, except that if the Contract termination date occurs before the end of the remedy period, the Contract terminates on the Contract termination date.
  
- B. If Company becomes aware during the term of the Contract that Company is not in compliance with the above written certification, Company shall notify Mountain Line within five business days after becoming aware of the noncompliance. If Company does not provide Mountain Line with a written certification that Company has remedied the noncompliance within one hundred eighty days after notifying Mountain Line of the noncompliance, the Contract will terminate, except that if the Contract termination date occurs before the end of the remedy period, the Contract terminates on the Contract termination date.

Mountain Line retains the right to inspect the records of the below Respondent, consultants, and sub-consultants employees who performs work under the Contract, and to conduct random verification of the employment records of the below entity and any consultants and sub-consultants who works on the Contract, to ensure that the below entity and each consultant and sub-consultant is complying with the warranties set forth above.

\_\_\_\_\_  
(Signature Required)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Title)



**ATTACHMENT 16: NO FORCED LABOR OF ETHNIC UYGHURS CERTIFICATION**

In accordance with A.R.S. § 35-394, Mountain Line is prohibited from awarding a contract to any Professional who fails, or whose consultants fail, to comply with A.R.S. § 35-394. Company hereby certifies to Mountain Line and agrees for the duration of any Contract resulting from this solicitation that:

- A. Company will not use:
  1. The forced labor of ethnic Uyghurs in the People's Republic of China.
  2. Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
  3. Any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

B. If Company becomes aware during the term of the Contract that Company is not in compliance with the above written certification, Company shall notify Mountain Line within five business days after becoming aware of the noncompliance. If Company does not provide Mountain Line with a written certification that Company has remedied the noncompliance within one hundred eighty days after notifying Mountain Line of the noncompliance, the Contract will terminate, except that if the Contract termination date occurs before the end of the remedy period, the Contract terminates on the Contract termination date.

Mountain Line retains the right to inspect the records of the below Respondent, consultants and sub-consultants employee who performs work under the Contract, and to conduct random verification of the employment records of the below entity and any consultants and sub-consultants who works on the Contract, to ensure that the below entity and each consultant and sub-consultant is complying with the warranties set forth above.

\_\_\_\_\_  
(Signature Required)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Title)



## ATTACHMENT 17: BUY AMERICA COMPLIANCE CERTIFICATION

### **§ 661.6 Certification requirements for procurement of steel or manufactured products.**

If steel, iron, or manufactured products (as defined in §§ 661.3 and 661.5 of this part) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder or offeror in accordance with the requirement contained in § 661.13(b) of this part.

#### **Certificate of Compliance with Buy America Requirements**

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

\_\_\_\_\_  
(Signature Required)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Title)

#### **Certificate of Non-Compliance with Buy America Requirements**

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

\_\_\_\_\_  
(Signature Required)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Title)



## ATTACHMENT 18: BUILD AMERICAN COMPLIANCE CERTIFICATION

### **§ 661.6 Certification requirements for procurement of steel, manufactured products, and construction materials.**

FTA requires that all steel, iron, or manufactured products (as defined in §§ 661.3 and 661.5 of this part) that are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder or offeror in accordance with the requirement contained in § 661.13(b) of this part.

In addition to FTA's Buy America Act, the Build America, Buy America Act (BABA) (Public Law 117-58, div. G § 70914(a)) now requires that construction materials used in infrastructure projects are also produced in the United States. The BABA requirement applies to this project, in addition to the Buy America Act, except to the extent a waiver of either requirements may apply.

### **Certificate of Compliance with Build America, Buy America Requirements**

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

\_\_\_\_\_  
(Signature Required)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Title)

### **Certificate of Non-Compliance with Build America, Buy America Requirements**

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

\_\_\_\_\_  
(Signature Required)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Title)



## ATTACHMENT 19: INSURANCE REQUIREMENTS

### INSURANCE PROVISIONS AND REQUIRED COVERAGE, TERM AND TERMINATIONS

#### INSURANCE REQUIREMENTS

- A. Contractor shall obtain and submit to Mountain Line before any Services are performed, certificates from the Contractor's insurance carriers indicating the presence of coverages and limits of liability as set forth in the Contract Documents, but in no event shall the coverages and limits be less than those specified as follows:

1. Workers' Compensation:

Coverage A. Statutory Benefits.

Coverage B. Employer's Liability.

Bodily Injury by accident	\$1,000,000 each accident
Bodily Injury by disease	\$1,000,000 policy limit
Bodily Injury by disease	\$1,000,000 each employee

Coverage must include a Waiver of Subrogation endorsement.

Where applicable, U.S. Longshore and Harbor Workers Compensation Act Endorsement shall be attached to the policy.

2. Commercial Auto Coverage:

Auto Liability limits of \$1,000,000 for each accident, combined Bodily Injury and Property Damage Liability insurance. Certificate to reflect coverage for "Any Auto" or "All Owned, Scheduled, Hired and Non-Owned".

If the Contract Documents require Contractor to remove and haul hazardous waste from the Project site, or if the Project involves such similar environmental exposure, pollution liability coverage equivalent to that provided under the ISO Pollution Liability-Broadened Coverage for Covered Autos Endorsement shall be provided, and the Motor Carrier Act Endorsement (MCS 90) shall be attached.

3. Commercial General Liability:

Each Occurrence Limit	\$1,000,000
Personal Injury/Advertising Injury Limit	\$1,000,000
Products/Completed Operations Aggregate Limit	\$1,000,000
General Aggregate Limit (other than Products/Completed Operations)	\$2,000,000

Coverage must include a Waiver of Subrogation endorsement.

Both policy forms must include:

- i. Premises and Operations coverage with no explosion, collapse or underground damage (XCU) exclusions.
- ii. Products and Completed Operations coverage. Contractor agrees to maintain this coverage for a minimum of 10 years following completion of the Contractor Work and to continue to include Mountain Line as an Additional Insured for the entire 10-year period.

**2024-120, High-Definition Camera and DVR System for Transit Vehicles**



- iii. Blanket contractual coverage for the indemnity/hold harmless agreements assumed in this Subcontract and in the Prime Contract. Any Employee Exclusion will be deleted.
- iv. Broad Form Property Damage coverage, including completed operations or its equivalent.
- v. An endorsement including Mountain Line, each of the Partners, and any other party required to be included as an additional insured under the Contract Documents, and any other parties in interest as Additional Insured(s) under the coverage specified under Comprehensive General Liability or Commercial General Liability. The endorsement shall be on ISO forms CG2010B 11/85 or CG2026 11/85, or equivalent. Additional Insured Endorsements on both ISO forms CG2010 10/01 and CG2037 10/01 are acceptable. ISO forms CG2010A or CG2010B 10/93 and/or 3/97, or their equivalent, ARE NOT ACCEPTABLE. Any form that does not grant additional insured status for both the ongoing operations and products/completed operations coverages IS NOT ACCEPTABLE.
- vi. An endorsement stating: "Such coverage as is afforded by this policy for the benefit of the additional insured(s) is primary and any other coverage maintained by such additional insured(s) shall be non-contributing with the coverage provided under this policy."
- vii. Coverage must be on an "Occurrence" form. "Claims Made" and "Modified Occurrence" forms are not acceptable.
- viii. Coverage to include general aggregate limits on a "per project" basis.

4. Excess Liability:  
Umbrella Liability to extend the above liability coverages and limits to reach a total combined limit of:

Each Occurrence	\$5,000,000
Aggregate	\$5,000,000

5. Errors & Omissions Liability  
(Applicable any design/engineering services are part of Work)

Per Occurrence	\$3,000,000
Aggregate	\$5,000,000

Any claims made retro-active data shall be clearly shown on the Certificate of Insurance and shall be effective prior to the commencement of any work

Coverage provided must have no exclusion for design-build projects. Designer must provide evidence of coverage for nine (9) years beyond completion of the Project in the form of a renewal insurance policy certificate and/or the purchase of an extended reporting period endorsement should the policy be cancelled or non-renewed

6. Pollution Legal Liability

Per Claim/Aggregate	\$1,000,000
---------------------	-------------

(Applicable as to any pollutants or hazardous waste exposures as part of Work)



Contractor shall maintain insurance covering losses caused by pollution conditions (including mold) that arise from the Work.

7. Other Requirements

- i. All policies must contain an endorsement affording an unqualified thirty (30) days notice of cancellation to the additional insured(s) in the event of cancellation, non-renewal or material reduction in coverage.
- ii. All policies must be written by insurance companies whose rating, in the most recent Best's Rating Guide, is not less than A- VII. All coverage forms must be acceptable to Mountain Line.
- iii. Certificates of Insurance with the required endorsements evidencing the required coverages must be delivered to Mountain Line prior to commencement of any Work. Failure of Mountain Line to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Mountain Line to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance. Mountain Line shall have the right, but not the obligation, to prohibit Contractor or any of its subcontractors from entering the Project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Mountain Line.
- iv. Contractor shall be responsible to satisfy any deductible or self-insured retention with respect to any of the coverages required by the Contract Documents.
- v. Mountain Line reserves the right, in its sole discretion, to require higher limits of liability coverage at Mountain Line's expense if, in Mountain Line's opinion, operations by or on behalf of Contractor create higher than normal hazards and, to require Contractor to include additional parties in interest to be Additional Insureds.
- vi. In the event that rental of equipment is undertaken to complete and/or perform the Work, Contractor agrees that it shall be solely responsible for such rental equipment. Such responsibility shall include, but not be limited to, theft, fire, vandalism and use by unauthorized persons.
- vii. In the event that materials or any other type of personal property ("personal property") is acquired for the Project or delivered to the Project site, Contractor agrees that it shall be solely responsible for such property until it becomes a fixture on the Project, or otherwise is installed and incorporated as a final part of the Project. Such responsibility shall include, but not be limited to, theft, fire, vandalism and use by unauthorized persons.
- viii. Contractor shall maintain "all risk" property insurance, on a replacement cost basis, covering loss or damage to personal property (for which it has title and/or risk of loss) which is to become a final part of the Project, during any time such personal property is in transit and while stored or worked upon away from the Project site. Mountain Line shall be included as additional insured under such insurance.

- B. Mountain Line and Contractor waive all rights against each other and against Mountain Line and the Partners for damages caused by fire or other perils covered by Contractor's Risk or any other property insurance, except such rights as they may have to the proceeds of such insurance. Such insurance may be subject to an amount deductible from the sums otherwise payable thereunder and the burden of such deduction shall be





borne by the party receiving the direct benefit of such insurance.

- C. Any additional provisions specific to the Project are attached. In the event of any conflict between the attached terms and the terms of this Exhibit, the Contractor shall comply with the more stringent provisions.

\_\_\_\_\_  
(Signature Required)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Title)



**ATTACHMENT 20: DAVIS BACON WAGE DETERMINATION COMPLIANCE  
CERTIFICATION**

Under the Davis-Bacon and Related Acts and Reorganization Plan No. 14 of 1950, the U.S. Department of Labor is responsible for determining prevailing wages, issuing regulations and standards to be observed by federal agencies that award or fund projects subject to Davis-Bacon labor standards, and overseeing consistent enforcement of the Davis-Bacon labor standards. The bidder or offeror hereby certifies that it will comply with the requirements of the Davis-Bacon and Related Acts and Reorganization Plan No. 14 of 1950.

\_\_\_\_\_  
(Signature Required)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Title)



## ATTACHMENT 21: PROPOSAL PRICING

The Contract will bind the Proposer to furnish and deliver at the Proposal price, and in accordance with conditions of said accepted Proposal and specifications for one hundred and eighty (180) calendar days after the opening of the Proposal.

\_\_\_\_\_  
(Signature Required)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Title)



## ATTACHMENT 22: EXCEPTIONS TO RFP REQUIREMENTS AND/OR CONTRACT PROVISIONS

Respondents must use this section to state any exceptions to the RFP requirements and/or any requested language changes to the terms and conditions, contract, etc.

**This is the only time Respondents may contest these issues. Requests for changes after the date Responses are due will not be considered and could subject the Respondent to non-award on grounds of non-responsiveness.**

Please sign and include this statement with your Response.

I have read Mountain Line' Contract Provisions and:

- I accept them
- I have stated my exceptions and have included them in this Response.

\_\_\_\_\_  
(Signature Required)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Title)



**ATTACHMENT 23: NO FEDERAL GOVERNMENT COMMITMENT OR LIABILITY TO THIRD PARTIES**

Except as the Federal Government expressly consents in writing, the Contractor agrees that:

- i. The Federal Government does not and shall not have any commitment or liability related to the Underlying Agreement, to any Third Party Participant at any tier, or to any other person or entity that is not a party (FTA or the Recipient) to the Underlying Agreement; and
- ii. Notwithstanding that the Federal Government may have concurred in or approved any Solicitation or Third Party Agreement at any tier that may affect the Underlying Agreement, the Federal Government does not and shall not have any commitment or liability to any Third Party Participant or other entity or person that is not a party (FTA or the Recipient) to the Underlying Agreement.

\_\_\_\_\_  
(Signature Required)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Title)



**ATTACHMENT 24: FALSE OR FRADULENT STATEMENTS OR CLAIMS**

Mountain Line and the Contractor acknowledge and agree that:

- i. Federal laws, regulations, and requirements apply to itself and its Underlying Agreement, including 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 CFR Part 31.
- ii. By executing the Underlying Agreement, Mountain Line and the Contractor certify and affirm to the Federal Government the truthfulness and accuracy of any claim, statement, submission, certification, assurance, affirmation, or representation that the parties provide to the Federal Government.
- iii. The Federal Government may impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, and other applicable penalties if Mountain Line or the Contractor present, submit, or make available any false, fictitious, or fraudulent information.

a. Criminal Fraud. Mountain Line and the Contractor acknowledge that 49 U.S.C. § 5323(l)(1) authorizes the Federal Government to impose the penalties under 18 U.S.C. § 1001 if the Recipient provides a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation in connection with a federal public transportation program under 49 U.S.C chapter 53 or any other applicable federal law.

\_\_\_\_\_  
(Signature Required)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Title)



## ATTACHMENT 25: ACCESS TO THIRD PARTY CONTRACT RECORDS

Mountain Line agrees to require its Third Party Contractors at each tier to provide, and the Contractor agrees to provide:

- iv. The U.S. Secretary of Transportation and the Comptroller General of the United States, the state, or their duly authorized representatives, access to all third party contract records (at any tier) as required under 49 U.S.C. § 5325(g); and
- v. Sufficient access to all third party contract records (at any tier) as needed for compliance with applicable federal laws, regulations, and requirements or to assure proper management of Underlying Agreement as determined by FTA.

\_\_\_\_\_  
(Signature Required)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Title)



## **ATTACHMENT 26: CHANGED CIRCUMSTANCES**

The Contractor understands that changed circumstances may occur that may impact the ability to comply with the terms and conditions of the Underlying Agreement.

- vi. Types of Changes. Certain circumstances can cause significant changes in performance of a Project or related activities or adversely affect the Parties' ability to carry out its Underlying Agreement, such as:
  1. A change in Federal Requirements or guidance;
  2. A change in state, territorial, local, or tribal requirements;
  3. A change in Mountain Line's circumstances, including:
    - a. Its legal, financial, technical, or managerial capacity; Its continuing control of Project property; or
    - b. Another similar situation; and
    - c. Any current or prospective legal matter with potentially serious consequences, including a major dispute, default, breach, or litigation, or knowledge that the Contractor's principal, official, employee, agent, or a Third Party Participant, or other person has submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has committed a criminal or civil violation of law pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving federal assistance; suspension, debarment, or other similar administrative or enforcement action against the Contractor or any Third Party Participant; or any matter or situation, including any other change or legal action that may adversely affect the Federal Government's interest in a Project or related activities.
- vii. Notice. In circumstances described above, Mountain Line agrees to provide immediate written notice to the:
  1. FTA Regional Counsel for the Region in which Mountain Line operates public transportation or implements the Underlying Agreement;
  2. FTA Headquarters Manager that administers the Underlying Agreement; or
  3. FTA Chief Counsel.





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(Signature Required)

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(Date)

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(Print Name)

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(Print Title)



## ATTACHMENT 27: TERMINATION

The Contract may be terminated for a number of reasons as discussed below:

- i. Termination for Convenience. Mountain Line may terminate this contract, in whole or in part, at any time by written notice to Contractor when it is in Mountain Line's best interest. Contractor shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to Mountain Line.
- ii. Termination for Default, Breach, or Cause. If Contractor does not deliver supplies, materials or services in accordance with the scope of work, or if 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, Mountain Line 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 will only be paid the contract price for supplies, materials and services delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by Mountain Line that Contractor had an excusable reason for not performing, such as a strike, fire, flood, or events which are not the fault of or are beyond the control of Contractor, Mountain Line, after setting up a new delivery or performance schedule, may allow Contractor to continue work, or may treat the termination as a termination for convenience.

If the termination is for default, Mountain Line may fix the fee to be paid to Contractor in proportion to the value of work performed up to the time of termination. Contractor shall promptly submit its termination claim to Mountain Line and the parties shall negotiate the termination settlement to be paid to Contractor.

Contractor may terminate this contract upon seven (7) days' notice in writing in the event Mountain Line has committed material breach of this contract. Non-payment of Contractor's invoices will be considered a material breach of this contract. The notice will state the time period in which cure is permitted and other appropriate conditions. In no event shall the time period for which to cure shall be less than five (5) calendar days.

- iii. Waiver of Remedies for Any Breach. In the event that Mountain Line elects to waive its remedies for any breach by Contractor of any term or condition of this Contract, such waiver by Mountain Line shall not limit Mountain Line's remedies for any succeeding breach of that or of any other terms or conditions of this Contract.

Upon receipt of any notice from Mountain Line to cancel and/or terminate work under this contract, Contractor shall:



1. Immediately discontinue all services affected, unless the notice directs otherwise. If the termination is for the convenience of Mountain Line, Mountain Line will make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.
2. If the termination is for failure of Contractor to fulfill the contract obligations, Mountain Line may complete the work required by the contract or otherwise arrange for its completion and Contractor shall be liable for any reasonable additional cost incurred by Mountain Line.

\_\_\_\_\_  
(Signature Required)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Title)



## **ATTACHMENT 28: DISADVANTAGED BUSINESS ENTERPRISE (DBE) AND CIVIL RIGHTS**

### Federal Financial Assistance Agreement.

- i. Federal Financial Assistance Agreement Assurance §26.13(a).
  1. Mountain Line 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 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The Recipient's DBE Program, as required by 49 CFR 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 Mountain Line of its failure to carry out its approved Program, the Department may impose sanctions as provided for under 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.*).

- ii. Contract Assurance §26.13(b).

The contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- a. Withholding monthly progress payments; and/or
- b. Assessing sanctions, liquidated damages; and/or
- c. Disqualifying the Contractor from future bidding as non-responsible.

- b. Prompt Payment Mechanisms

- i. Prompt Payment to Subcontractors §26.29(a).

1. The prime contractor agrees to pay to each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from receipt of each progress payment the prime contractor receives from Mountain Line. Any delay or postponement of payment from the above-referenced time frame



may occur only for good cause and with prior written approval from Mountain Line. This clause applies to both DBE and non-DBE subcontracts.

ii. Prompt and Full Payment of Retainage to Subcontractors  
§26.29(b)(2).

1. No retainage will be held by Mountain Line from progress payments due the prime contractor.

Any retainage kept by the prime contractor must be paid in full to the subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of this retainage payment may take place only for good cause and with the agency's prior written approval.

iii. Work Deemed Satisfactorily Completed §26.29(c).

1. A subcontractor's work shall be deemed satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by Mountain Line. When Mountain Line has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

iv. Prompt Payment Enforcement Mechanisms and Penalties  
§26.29(d).

1. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

c. Good Faith Efforts Procedures.

i. Demonstration of Good Faith Efforts: §26.53(a) & (c).

1. Mountain Line will not use contract goals to meet any portion of its overall goal in accordance with its commitment to use race-neutral means of facilitating DBE participation.

Mountain Line has established a race-neutral goal of 13% for DBE participation in its DOT-assisted contracts.



Mountain Line encourages its prime contractors to use DBE firms to the extent possible in all sub-contracting opportunities.

d. Information, Confidentiality, and Cooperation.

i. Availability of Records §26.109(a).

1. Mountain Line will safeguard from disclosure to third parties information that may reasonably be regarded as confidential business information, consistent with federal, state, and local law as applicable in the State of California.

Notwithstanding any contrary provisions of state or local law, Mountain Line will not release personal financial information submitted in response to the personal net worth requirement to a third party (other than DOT) without the written consent of the submitter.

ii. Confidentiality of Information §26.109(b).

Notwithstanding the provisions of Section 26.109(a), the identity of complainants shall be kept confidential, at their election. If such confidentiality will hinder the investigation, proceeding or hearing, or result in a denial of appropriate administrative due process to other parties, the complainant shall be advised for the purpose of waiving the privilege.

Complainants are advised that, in some circumstances, failure to waive the privilege may result in the closure of the investigation or dismissal of the proceeding hearing.

e. Civil Rights and Equal Opportunity.

- i. Mountain Line is an Equal Opportunity Employer. As such, Mountain Line agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, Mountain Line agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. *Nondiscrimination.* In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for A-26 employment because



of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

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

2. *Age.* In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., 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, 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.
3. *Disabilities.* In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § A-27 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing



requirements FTA may issue.

\_\_\_\_\_  
(Signature Required)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Title)





## ATTACHMENT 29: INCORPORATION OF FTA TERM

Specific provisions in this Contract include, in part, certain Standard Terms and Conditions required by USDOT, whether or not expressly set forth in the contract provisions. All contractual provisions required by USDOT, as set forth in the most recent addition and any revisions of FTA Circular 4220.1 "Third Party Contracting Guidance," to the extent consistent with applicable federal laws, and in Appendix II of 2 C.F.R. part 200 are hereby incorporated by reference. Notwithstanding anything to the contrary in this contract, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Mountain Line requests which would cause Mountain Line to be in violation of the FTA terms and conditions.

\_\_\_\_\_  
(Signature Required)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Title)



**ATTACHMENT 30: ENERGY CONSERVATION**

Contractor agrees to comply with the mandatory energy standards and policies of its state energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6321, et seq., and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance required under FTA regulations, "Requirements for Energy Assessments," 49 CFR Part 622, subpart C.

\_\_\_\_\_  
(Signature Required)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Title)



### **ATTACHMENT 31: SEAT BELT USE**

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

\_\_\_\_\_  
(Signature Required)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Title)



## **ATTACHMENT 32: DISTRACTED DRIVING, INCLUDING TEXT MESSAGING WHILE DRIVING**

The Contractor agrees to comply with:

- i. Executive Order No. 13513, “Federal Leadership on Reducing Text Messaging While Driving,” October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225)
- ii. U.S. DOT Order 3902.10, “Text Messaging While Driving,” December 30, 2009; and
- iii. The following U.S. DOT Special Provision pertaining to Distracted Driving:
  1. Safety. The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Mountain Line or Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award.
  2. Contractor Size. The Contractor agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving; and
  3. Extension of Provision. Mountain Line agrees to include the preceding Special Provision of section 34(b)(3)(i) – (ii) of this Master Agreement in its third party agreements, and encourage its Third Party Participants to comply with this Special Provision, and include this Special Provision in each third party subagreement at each tier supported with federal assistance.

\_\_\_\_\_  
(Signature Required)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Title)



### **ATTACHMENT 33: ADA ACCESS**

The contractor agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

\_\_\_\_\_  
(Signature Required)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Title)



## ATTACHMENT 34: PROHIBITIONS ON CERTAIN TELECOMMUNICATIONS EQUIPEMENT

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

- i. Procure or obtain;
- ii. Extend or renew a contract to procure or obtain; or  
Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- b. 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).
- c. Telecommunications or video surveillance services provided by such entities or using such equipment.
- d. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- e. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- f. See Public Law 115-232, section 889 for additional information.
- g. See also § 200.471.

\_\_\_\_\_  
(Signature Required)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Title)



### ATTACHMENT 35: Notification to the FTA

a. If a current or prospective legal matter that may affect the Federal Government emerges, Mountain Line must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which Mountain Line is located. Mountain Line must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

b. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.

- a. Mountain Line must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which Mountain Line is located, if Mountain Line has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of Mountain Line. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of Mountain Line.

\_\_\_\_\_  
(Signature Required)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print Name)

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(Print Title)