

REQUEST FOR PROPOSALS (RFP-MQ-2025-002)

INDIANA MEDICAL QUALIFICATION (MQ) PROGRAM

I. INTRODUCTION

The Indiana Council on Specialized Transportation (INCOST) is soliciting proposals through this Request for Proposals (RFP) from qualified health care providers (as defined in Section III of this RFP) for a procurement on behalf of Indiana rural transit systems, hereinafter referred to as "Purchasers." The purpose of this procurement is to obtain the services to provide direct services for the Indiana Medical Qualification (MQ) Program, and other applicable programs, to ensure the health and safety of Indiana's safety-sensitive transit employees and the traveling public.

In 2011, the Indiana Department of Transportation (INDOT) required that all rural subrecipients adopt a prescription (Rx) and over-the-counter (OTC) medication policy after the National Transportation Safety Board and the FTA expressed concerns over the potential risks of Rx and OTC medication use by transit operators. Recognizing that Rx/OTC use is only a small part of the medical issues of concern, the program was expanded into a comprehensive medical qualification program. In 2011, INDOT implemented this program for all Section 5311 recipients. The program established standards for consistency regarding the medical standards utilized for evaluating safety-sensitive employees required to hold a CDL or "Fore Hire Endorsement," and who operate rural public transportation vehicles. The Medical Qualifications Program follows the standards set forth in the Federal Motor Carrier Safety Administrations (FMCSA) regulations 49 CFR Part 391.41, as amended, for all public transportation operators regardless of license type.

Previously, the program was administered by one provider who handled all exams, determinations, and appeals for the entire state of Indiana. A Medical Quality Assurance Officer (MQAO) provided oversight of the entire program, administered guidance, and was the final word on fitness-for-duty determinations. As this model created administrative and travel burdens for both the provider and the transit system, the program will henceforth be provided on a regional basis with service providers located in each region. Each of the regions will have a Medical Determination Officer (MDO) to oversee assessments performed within the region. These will be separate from the Medical Quality Assurance Officer, which will continue to provide quality assurance and administrative guidance for the program. **A separate RFP is in place for those wishing to provide service as the MQAO. Proposers interested in submitting a response to the MQAO RFP may contact the Indiana RTAP program at (812) 799-3360 or visit the RTAP website at indianartap.com.**

A. Responsibilities

In this program model the MQAO is responsible for determining all appeals, providing expert testimony in potential legal situations, providing technical assistance when needed, and providing training and education for the Regional Providers. Each Regional Provider must have a Medical Determination Officer (MDO) on staff, who is responsible for all medical determinations, administrative requirements, and general oversight of the program under their service.

B. Required Scope of Services

The scope of services for the provision of the Indiana Medical Qualification Program is separated into Regions in order to ease the travel burden of the current public transit systems, as shown in Exhibit D. These Regions include, but are not limited to, the following: the Northeast Region, the Northwest Region, the East Region, the Southwest Region, the Southeast Region, and the Central Region. INCOST will also consider different Regional definitions, however, the primary goal is to ensure that all transit systems are within close proximity of a Regional site. Regional Providers may perform fitness-for-duty assessments from one or more established medical facilities in the Region or through on-site assessments at transit facilities. Qualified Proposers may **ONLY** submit bids for the Regional positions in response to this RFP. **Proposers wishing to bid on the MQAO position must respond to a separate RFP. Contact the Indiana RTAP program at (812) 799-3360 or visit the RTAP website at indianartap.com for more information.**

This RFP includes the provision of medical qualification examination services in up to six Regional locations within the state of Indiana, including, but not limited to physical examinations for all employees or applicants for safety-sensitive positions in the following circumstances: 1) as part of the hiring process; 2) as a result of compliance with the Indiana Prescription and Over-the-Counter (Rx/OTC) Medication Policy; 3) upon a safety-sensitive employee's return from absences as defined by the Indiana MQ Policy; 4) following a qualifying accident as defined by the Indiana MQ Policy or other applicable policies; and 5) other circumstances as may be required.

Two elements of the mandatory Federal Transit Administration (FTA) drug and alcohol testing program are also included in the scope of work for this RFP including: 1) medical evaluation to determine a valid medical reason for failure to provide a sufficient volume of urine, oral fluids or breath for a DOT drug or alcohol test; 2) assess and evaluate any report by an MRO of a significant safety risk and take appropriate action to address with the operator or transit system.

This project does not include the oversight of these locations; that project is the subject of a separate RFP. A list of each transit system, location, and estimated number of employees is provided in Exhibit C.

The project will also include other related services as defined in Exhibit A, Scope of Services of this RFP, and will be conducted for all Section 5311 safety-sensitive employees across the state. The number and location of the Purchasers may vary during the duration of the contract and, as transit systems join or leave the Consortium. Providers may choose to propose on all six service areas, or may bid on one or more service areas, resulting in service provided to the number of Purchasers, locations, and safety-sensitive employees within the service area.

C. MQ Service Agreements

INCOST reserves the right to award one, or more contracts per Region for this project. All services requested of the selected Proposer(s), shall conform to the requirements specified in the United States Department of Transportation's (U.S. DOT's) "Physical Qualifications for Drivers" 49 CFR Part 391.41, and the Indiana Department of Transportation's model Medical Qualifications and Rx/OTC Medication policies."

Each Purchaser will execute an agreement with the successful Proposer(s), (also referred to herein as the "Regional Service Provider"), for a period commencing January 1, 2026 and

extending through December 30, 2029. The first Purchaser contract is anticipated to be in place no later than March 1, 2026, with all contracts to be executed no later than February 30, 2026.

The agreement shall be a reimbursement type contract inclusive of fee for an initial period of twenty-four (24) months with an option of renewing said agreement with the Regional Service Provider on an annual basis for up to two (2) additional years, subject to the approval of the Indiana Department of Transportation (INDOT), available funding, and continued participation by member agencies. The contract shall not exceed a total of four (4) years in duration.

It is understood by all parties that INCOST is only acting on behalf of the transit systems and is not directly responsible for any of the program costs. It is understood by all parties that the costs of services rendered (i.e., the costs of examinations) will be paid by each Purchaser/transit property listed in Exhibit B of the RFP for its respective services. **A separate contract will be required between the Regional Service Provider and each individual Purchaser for the Purchaser's respective services.** A sample contract that may be used to meet this criterion is included as Exhibit C. While INCOST will endorse the Regional Service Provider(s) to Purchasers, it is understood that INCOST is not liable for these costs or for the services rendered by the Regional Service Provider.

D. RFP Sections and Questions

The following sections of this RFP contain instructions for submitting required information and criteria for selection of a Regional Service Provider proposing to provide the required Scope of Services.

- ◆ Exhibit A – Scope of Services
- ◆ Exhibit B – Cost Sheet
- ◆ Exhibit C – Transit System Information
- ◆ Exhibit D – Regional Map
- ◆ Exhibit E – Federal Clauses
- ◆ Exhibit F – Non-Collusion Affidavit
- ◆ Exhibit G – Restrictions on Lobbying

All questions regarding this RFP should be submitted by 4 p.m. December 9, 2025 and addressed to:

INCOST
c/o Vicky Warner, RTAP Manager
Indiana Rural Transit Assistance Program 811
Lindsey St.
Columbus, IN 47203
vwarner@indianartap.com
Phone: (812)799-3360

II. SUBMISSION INSTRUCTIONS

Sealed proposals must be received by INCOST in accordance with these instructions by **4 p.m. December 9, 2025**, at which time all proposals properly received and in proper form shall be publicly opened. No proposals will be opened until the advertised time of opening. Any proposal received after the time and date specified in this section will not be considered.

Questions concerning this must be received by December 9, 2025, 4 p.m. No questions will be accepted after that time. All questions should be submitted to Vicky Warner, RTAP Manager, at vwarner@rlsandassoc.com. This procurement is governed by all applicable State and Federal statutes and regulations, including Office of Management and Budget Circular A-102, and FTA Circular 4220.1F, requiring, among other things, that professional service awards be made according to qualifications and approved criteria, which become a part of the Contract between the Purchasers and the successful Proposer.

A. Date, Time, Address, and Number of Copies.

Regional Service Provider s shall submit one (1) original by mail or you can email your proposal submission to vwarner@rlsandassoc.com, and it must be received on or before 4 p.m. December 9, 2025 to:

INCOST
c/o Vicky Warner, RTAP Manager
Indiana Rural Transit Assistance Program 811
Lindsey St.
Columbus, IN 47203

Proposals submitted manually shall be enclosed in a sealed envelope and clearly marked in the lower left corner as follows:

Item: "PROPOSALS FOR MEDICAL QUALIFICATION PROGRAM SERVICES"
with one or more of the following names: Northeast, Northwest, East, Central, Southeast, Southwest.
Proposal Opening Date December 9, 2025

Proposals submitted electronically must note on the subject line "Proposals for Medical Qualification Program Services

Cost proposals should be sealed in a separate envelope, marked with the same information as above, but also including the name of the Proposer. Sealed cost proposals should then be placed inside the Proposal envelope.

B. Validity of Proposals

Proposers must certify in their RFP response that their proposals remain valid for a period of sixty (60) days after the above cited closing date for submission of proposals and may be extended beyond that time by mutual agreement.

Proposers are hereby notified that after award of a contract, all submittals become part of the procurement record and will be available for public inspection. Proprietary financial information of the company and disclosures of trade secrets contained in the respondent's proposal will be treated as confidential only if such materials are so marked in the original proposal submission and within the limits provided under Indiana State law.

III. REQUIRED PROPOSAL ELEMENTS

Information in the Proposer's submission shall be organized in a single bound volume printed on 8½" x 11" paper. Extraneous information must be kept to a minimum, and general sales materials not specifically related to the proposal as submitted should not be included.

The proposal shall be labeled and arranged in the following format:

- A. Statement of Qualifications
- B. Scope of Services
- C. Signed Cost Proposal Form

A. Statement of Qualifications

Proposers shall present a profile of their firm or entity to include each of the following:

1. A statement indicating that the organization is local, Regional, national, or international. Please include a table of organization.
2. Proposed staff resumes, and a management plan explaining proposed staff roles. Staff must be provided for each Regional site proposed, and a resume for each staff member proposed to be involved must be included.
3. A table denoting the location of each Regional site proposed and the approximate travel time to/from the transit systems within the Region.
4. The location(s) of the office or facility from which the following services will be administered:
 - a. Customer Contact;
 - b. Regional Service Provider's Administrative Services Including Billing; and
 - c. Scheduling Process for Conducting Evaluations.
5. A minimum of five references, including company, address, telephone number, and contact person(s) for similar (medical qualification and/or fitness for duty assessments) work performed. For each reference, provide a short description of the work performed, indicating the project manager and the duration of the services provided.
6. Minimum qualifications of a qualified health care provider, including:
 - a. Licensed to conduct business in the State of Indiana.
 - b. Proper professional licensure of all physicians, medical personnel, and administrative personnel who will be providing direct services to individuals referred by Purchaser(s).
 - c. At least three (3) years' experience performing the types of services specified.
 - d. Proof of all examiners' availability on the Federal Motor Carrier Administrations National Registry of Certified Medical Examiners
 - e. Demonstrated ability to meet the response times specified.

- f. Demonstrated ability to provide the specified services, reporting, recordkeeping, and confidentiality on an ongoing basis.
7. How the Proposer's Project Manager and related personnel have been trained on Federal Motor Carrier Safety Administration (FMCSA) Regulations 49 CFR, Part 391.41, Physical Requirements for Drivers, as amended. Also indicate how they will remain up-to-date on regulatory changes, interpretations, and technologies.

B. Scope of Services

Address each of the items in order as listed on the attached Exhibit A, Scope of Services. Describe each item in sufficient detail to denote how each service or task will be conducted, who is responsible, any deliverables, and timelines, as appropriate.

C. Cost Proposal

For each task in Column 1, indicate the individual cost in Column 2, and the total cost in Column 3. Estimated quantities are for evaluation purposes only; actual quantities will be determined by the individual Purchasers.

IV. SELECTION CRITERIA

A committee comprised of INCOST and INDOT representatives and Purchasers will review the proposals using these criteria with their relative weights as cited below. Interviews with selected Proposers may be scheduled. However, the committee reserves the right to make its decision on submitted proposals only; request additional information; to reject any and all proposals; and to waive any irregularities or required formalities. The committee also reserves the right to conduct all investigation and reference checks as necessary to ensure adequate evaluation of the proposals.

Each proposal will be evaluated in the following areas:

A. Background and Experience/Completeness of Proposal – 25%

1. Expertise in medical evaluation services for DOT safety-sensitive personnel.
2. Knowledge of, and specific experience with, the U.S. DOT's "Physical Qualifications for Drivers" 49 CFR Part 391.41, as amended.
3. Familiarity with transit driver responsibilities and work environments.
4. Years of experience of Regional Service Provider's principals specific to physical evaluations and medical qualification assessments.
5. Required references.
6. Qualifications of all proposed staff to be used in the project.
7. Organization and completeness of the Proposal; the manner in which each area of the proposal was addressed.

B. Quality of Services – 35%

1. Methods used to conduct medical qualification assessments in compliance with 49 CFR Part 391.41.
2. Proposed location(s) where medical evaluation services will be performed. Note multiple locations in each Region are encouraged to provide easy access for all providers in the Region.
3. Demonstrated ability to provide a complete written report and recommendations as to the applicant's or employee's ability to perform the duties of the job and any applicable restrictions.
4. Response time to schedule physical examinations after request is received from the Purchaser(s) and to report results of each examination to the Purchaser(s).
5. How the confidential exchange of information and/or discussions with the treating/prescribing medical practitioners will be addressed in compliance with HIPAA regulations.
6. Comprehensiveness and ease of administrative procedures including billing, processing of evaluation results, recordkeeping, and reporting.
7. Response time to provide medical qualification determinations following notification of intent to use newly prescribed or OTC medications.
8. Demonstrated ability to be accessible and responsive to Purchaser(s) requests; manner in which Purchaser(s)' concerns will be addressed.

C. **Schedule – 15%**

1. The Proposer's ability to demonstrate a feasible implementation schedule and ability to work with the Purchasers and implement the Services by the required time frames.
2. The reasonableness of the Proposer's geographic plan to provide services to the Purchasers.

D. **Proposed Bid Price – 25%**

The total bid price, with breakouts, submitted for each medical evaluation service.

V. OTHER CONDITIONS

A. Financial Assistance

The services described in these specifications shall be purchased with the assistance of funding from the INDOT and the U.S. DOT Federal Transit Administration (FTA) under the Federal Transit Administration Act of 1964, as amended. The successful Proposer and all subcontractors will be required to comply with all terms and conditions prescribed for third party contracts in a grant contract between the United States of America and the Purchasers.

B. Authorization of Proposal

If the proposal is from an individual doing business under an assumed name, the proposal shall so state. If the proposal is from a partnership, the full names and addresses of each member and the address of the partnership shall be given and the proposal shall be signed by one member thereof. If the proposal is from a corporation, it shall be signed in the corporate name by an authorized officer, and the corporate seal shall be affixed thereto. If the proposal is from a joint venture, the full name and address of each member of the joint venture shall be given and the proposal shall be signed by each party.

C. Protest Procedure

- a. Protests concerning these instructions, the contract requirements, the specifications, or the proposal procedures, any request for explanation or clarification shall be submitted in writing and will include the following information:
 - i. The name and address of the protestor;
 - ii. The name and telephone number of the protestor contact; and
 - iii. A complete statement of the grounds of the protest with full documentation of the protestor's claim(s).
- b. This information must be submitted to the procurement agent identified in Section II of this RFP, who will act as the contact point for all protests. Protests shall be filed within the specified time limits set forth in the specifications that are the subject of the procurement and must adhere strictly to any procedures specified therein.
 - i. Any potential Proposer believing documents or drawings to contain restrictive specifications or any other improprieties regarding the solicitation for this proposal may file a protest with INCOST which shall be received by the INCOST selection committee not later than five (5) working days prior to the RFP opening and shall contain all reasons for the protest(s). INCOST will respond to the protest(s) within five (5) working days of receipt of the protest.
 - ii. The protestor will have five (5) working days to appeal to INCOST after receiving INCOST's initial response to its protest.
 - iii. Once an appeal has been received, INCOST will render its final decision in writing, within ten (10) working days.
- c. In cases other than those covered in the preceding paragraphs, proposal protests shall be filed with INCOST no later than five (5) working days after notification of the award of the proposal.
- d. INCOST shall have fifteen (15) working days from receipt of the formal protest package to evaluate and issue a response to the protest.
- e. Protestors dissatisfied with INCOST's final decision may utilize the appeal procedure set forth in the U.S. Department of Transportation, Federal Transit Administration (FTA) Circular 4220.1F, Third Party Contracting Requirements. This circular is available upon request from INCOST. FTA's decision on any appeal will be final.

D. Addendum

Any changes in these instructions, the General Conditions or Specifications, or other requirements will be accomplished by an addendum in writing, sent to all prospective Proposers. All such addenda

shall become a part of the contract. Each prospective Proposer is required to acknowledge receipt of all addenda in writing with its RFP response. Failure to acknowledge receipt of all addenda may cause the proposal to be considered non-responsive, and therefore, rejected.

E. Proposal Withdrawal

- a. Each and every Proposer submitting a proposal as part of this procurement specifically waives any right to withdraw it except as hereinafter provided. The Proposer will be given permission to withdraw any proposal after it has been deposited with INCOST, provided the Proposer makes its request by telephone, telegraph, or in writing, twenty-four (24) hours before the due time. Requests pertaining to withdrawal by telephone or e-mail must be confirmed in writing by the Proposer and must reach INCOST not later than one (1) hour prior to the time fixed for submission of the proposal.
- b. No Proposer may withdraw its proposal within sixty (60) days after the date fixed for proposal opening.

F. Proposal Rejection

IN COST reserves the right to waive any minor proposal informalities or irregularities received which do not go to the heart of the proposal or prejudice other Proposers, or to reject, for good and compelling reasons, any and all proposals submitted. Conditional proposals or those which take exception to the general conditions, specifications, or to other contract requirements may be rejected at INCOST's discretion. INCOST reserves the right to reject any and all proposals and to re-solicit proposals. Further, INCOST does not guarantee that any contract will be awarded as a result of this RFP, but reserves the right to 1) select one or more proposals for award in each Region, and 2) award more than one Region to each Proposer, at INCOST's discretion.

G. Proposal Evaluation

The firm(s) selected shall demonstrate a clear understanding of INCOST requirements, propose the best work plan, demonstrate the best relevant experiences and most capable project team and competitive cost proposal. Each proposal submitted will be evaluated by the criteria set forth in the RFP. The evaluation committee, working independently, will evaluate and rank each proposal submitted. When all proposals have been evaluated and ranked, the highest rated firm(s) will be recommended to the Purchasers for contract execution. Proposers may be selected for more than one Region.

If only one proposal is submitted it will be treated as a negotiated procurement and INCOST reserves the right to negotiate with the single Proposer to achieve a fair and reasonable price. If a negotiated price cannot be agreed upon by both, INCOST reserves the right to reject the single proposal. Contract change orders or modifications will be subject to price or cost analysis.

H. Termination of Contract

a. Termination for Convenience

The Purchasers may terminate this contract, in whole or in part, at any time by thirty (30) days written notice to the Regional Service Provider. The Regional Service Provider shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The Regional Service Provider shall promptly submit its termination claims to the Purchaser for payment. If the Regional Service Provider has any property including active and archived records, test results, data, and/or policy and procedural documentation in its possession belonging to the Purchaser, the Regional Service Provider will account for the same, and deliver to Purchaser in the manner the Purchaser directs.

b. Termination for Default

If the Regional Service Provider does not deliver services in accordance with the contract delivery schedule, or, if the Regional Service Provider fails to perform in the manner called for in the contract, or if the Regional Service Provider fails to comply with any other provision of the contract, the Purchaser(s) may terminate this contract for default. Termination shall be effective by serving thirty (30) days written notice of termination on the Regional Service Provider setting forth the manner in which the Regional Service Provider is in default. The Regional Service Provider will only be paid the contract price for service performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the Purchaser(s) that the Regional Service Provider had an excusable reason for non- performance, such as strike, fire, or flood, events which are not the fault of, or beyond the control of the Regional Service Provider, the Purchaser(s) after setting up a new performance schedule, may allow the Regional Service Provider to continue, or treat the termination as a termination for convenience.

If the contract is terminated, the Regional Service Provider must submit all property in its possession belonging to the Purchaser to a location designated by the Purchaser. Property includes all records, reports, data, testing results, and program documentation.

I. Remedies/Sanctions for Breach of Contract

Without limiting in any manner other remedies or damages to which the Purchaser(s) may be entitled in law or in equity and/or under this contract in the event of a breach by the Regional Service Provider, or a failure by the Regional Service Provider to satisfactorily complete its contracts, Purchaser(s) shall be entitled to recover the full amount of its costs which are related in any manner of soliciting new proposals which include all or any portion of the work the Regional Service Provider has agreed to perform under this contract. Should the Regional Service Provider fail to substantially complete the work covered by this contract within the time specified, and unless such delay is caused by actions entirely beyond the control of the Regional Service Provider, the Regional Service Provider shall likewise be liable to the Purchaser(s) for all expenses and damages, direct and consequential, resulting from such delays.

J. Proposal Award

INCOST reserves the right to accept any proposal, or to reject any or all proposals, or to recommend the award of the contract to Purchasers on such basis as INCOST deems to be in its best interest.

K. Contract Subletting

No contract may be assigned, sublet, or transferred without the written consent of the Purchaser(s).

L. Contract Changes/Modifications

The scope of services set forth in this proposal may be reduced, modified, or expanded beyond the limits of this proposal by written contract modifications executed by the Purchaser(s) and the Proposer. The number of Purchasers to be served will vary depending on the number of transit systems which choose to be a part of the Consortium.

In the event that Purchaser(s) require the Regional Service Provider to undertake work not identified in and beyond the scope of services, this proposal may be amended in writing to incorporate such services and compensation as are mutually agreed upon.

M. Contract Compliance Statement

The Proposer shall state his or her compliance with all applicable rules and regulations of Federal, State, and local governing entities. The Proposer must state his/her compliance with terms of this Request for Proposals.

The Proposer must demonstrate that the proposal meets all applicable rules, regulations, zoning, permitting, registration, and licensing requirements, whether local, State, or Federal. It is the responsibility of the potential Regional Service Provider to determine the applicability of any rule, regulation, or other requirement.

N. Costs Incurred in Responding

All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify the submittal which may be required by INCOST shall be the sole responsibility of, and shall be borne by, the Proposer(s).

Each Proposer, by submitting its proposal, waives any claim for liability against INCOST or the Purchaser(s) as to loss, injury, and costs or expenses which may be incurred as a consequence of its response to this document.

O. Insurance

Without limiting its liability hereunder, the Regional Service Provider shall maintain, during the life of this Agreement, the following insurance and furnish INCOST with Certificates of Insurance as evidence thereof.

- a. Worker's Compensation Insurance. Providing coverage in compliance with the laws of the State in which any part of the work is to be performed, and Employer's Liability Coverage in the minimum amount of \$100,000 for each occurrence.
- b. Regional Service Provider's Professional Liability. Bodily injury and property damage combined single limit in the minimum amount of \$250,000 each occurrence, \$250,000 aggregate. The Comprehensive General Liability Insurance referred to in this section, paragraphs (B) and (D), shall include broad form Contractual Liability Coverage for the liability assumed by the Regional Service Provider in Section 23.
- c. The Regional Service Provider's Certificate shall include:
 - i. The Contractual Insurance coverage is on a Blanket Broad Form basis unless specifically indicated.
 - ii. The company or companies, upon request, agree to deliver on the date of contract award a certified copy of any and/or all of the policies of insurance to INCOST or the Purchaser.
 - iii. If one (1) or more Umbrella Excess policies are used, there is no gap between the limits of the primary policies and the deductible features of the Umbrella Excess policies.
 - iv. Coverage under the primary policies has no deductible features unless an explanation is included in the proposal. If there are deductible features or the insured has adopted a funded self-insurance program, they are fully explained on an attached sheet which becomes a part of the Certificate.
 - v. The coverage provided shall not be cancelled, reduced in coverage, or allowed to lapse unless and until INCOST and the Purchasers receive at least thirty (30) days advance written notice of same. Said written notice must be delivered to INCOST at the address provided in Section II of this RFP and all appropriate Purchasers.
- d. The Regional Service Provider shall provide evidence of medical personnel's malpractice insurance, as applicable.

P. Debarment

Each Proposer will be required to certify by signing the proposal that the Proposer is not included on the U.S. Comptroller General's Consolidated List of Persons or Firms Currently Debarred for Violations of Various Contracts Incorporating Labor Standards Provisions.

Q. Non-Collusion

The Proposer guarantees that the proposal submitted is not a product of collusion with any other Proposer. An affidavit of non-collusion form is included and must be signed and submitted with the proposal.

R. Interest of Members of, or Delegates to, Congress

In accordance with 18 U. S. C. 431, no member of, or delegates to, the Congress of the United States shall be admitted to a share of part of this contract or to any benefit arising there from.

S. Conflict of Interest

No employee, officer, or agent of the grantee shall participate in the selection or in the award of administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- a. The employee, officer or agent, any member of his immediate family, his or her partner, or any organization which employs, or is about to employ, has a financial or other interest in the firm selected for award.
- b. The Proposer's officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties of sub-agreement.

T. No Contingency Fees

The Regional Service Provider shall warrant that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Regional Service Provider for the purpose of securing business, for the breach or violation of which warranty the Purchaser(s) shall have the right to annul said contract without liability or, in its discretion, to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

U. Indemnification

The Regional Service Provider shall indemnify, save, defend, and hold INCOST, INDOT, the Purchaser(s), their officers, agents and employees free of all losses, damages, claims, and expense in any way arising or resulting from the actions and omissions of the Regional Service Provider, its employees, agents, or contractors in the performance of the services hereunder.

V. Independent Contractor

The Regional Service Provider is at all times an independent contractor and in no way shall be deemed to be in joint venture, partnership, or other relationship with INCOST or the Purchasers.

W. False or Fraudulent Statements or Claims

The Regional Service Provider acknowledges that should it make a false, fictitious or fraudulent claim, statement, submission, or certification to INCOST or the Purchaser(s) in connection with this project, INCOST or the Purchaser(s) reserve the right to pursue the procedures and impose on the Regional Service Provider the penalties of 18 U. S. C. 1001, 31 U. S. C. 231, and 3801 et. Seq., and/or 49 U. S. C. 1607(h), as may be deemed by INCOST, or the Purchasers, to be appropriate.

X. Equal Employment Opportunity

In connection with carrying out this project, the Regional Service Provider shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, sexual orientation, gender identity, and national origin. The Regional Service Provider will take affirmative action to ensure that applicants are employed, and the employees are treated during employment, without regard to race, religion, color, sex, age, handicap, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other compensation, and selection for training, including apprenticeship.

Y. Disadvantaged Business Enterprise

It is the policy of the Department of Transportation that Disadvantaged Business Enterprises, as defined in 49 CFR Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under the Agreement. Accordingly, the DBE requirements of 49 CFR Part 23 apply to this Agreement. In connection with the performance of this contract, the Regional Service Provider will cooperate with INCOST or the Purchaser(s) in meeting its commitments and goals with regard to maximum utilization of Disadvantaged Business Enterprises and will use its best effort to ensure that disadvantaged business will be utilized, when possible, by steps in accordance with FTA Circular 4716.1 and DOT regulation 49 CFR Part 23.

Z. Title VI Civil Rights Act of 1964

During the performance of this contract, the Regional Service Provider, for itself, its assignees, and successors in interest (hereinafter referred to as the "Regional Service Provider") agree to the following:

- a. Compliance with Regulations: The Regional Service Provider shall comply with the regulations relative to nondiscrimination in Federally –assisted programs of the Department of Transportation (hereinafter "DOT") Title 49, Code of Federal Regulations,

Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

- b. **Nondiscrimination:** The Regional Service Provider, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, color, sex, national origin, sexual orientation, or gender identity in the selection and retention of subcontractors, including the procurements of materials or leases of equipment. The Regional Service Provider shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- c. **Solicitation for Subcontractors Including Procurement of Materials and Equipment:** In all solicitations whether by competitive bidding or negotiation made by the Regional Service Provider for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Regional Service Provider of its obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, religion, sex, sexual orientation, gender identity, or national origin.
- d. **Information and Reports:** The Regional Service Provider shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Purchaser(s), INDOT or the Federal Transit Administration (FTA) to be pertinent to ascertain compliance with such regulations, orders, and instruction. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Regional Service Provider shall so certify to the Purchaser(s), INDOT or FTA, as appropriate, and shall set forth what efforts it has made to obtain the information.
 - i. **Sanctions for Noncompliance:** In the event of the Regional Service Provider's non-compliance with the nondiscrimination provisions of this contract, the Purchaser(s) shall impose such contract sanctions as it or FTA may determine to be appropriate, including, but not limited to:
 - (a) Withholding of payments to the Regional Service Provider under the contract until Regional Service Provider complies, and/or
 - (b) Cancellation, termination, or suspension of the contract, in whole or in part.
- e. **Incorporation of Provision:** The Regional Service Provider shall include the provisions of the paragraphs (1) through (6) of this section every sub-contract, including procurements of materials and lease of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Regional Service Provider shall take such action with respect to any subcontract or procurement as the Purchaser(s), INCOST, INDOT or FTA may direct as a means of enforcing such provision including sanctions for noncompliance:

Provided, however, that, in the event a contractor, subcontractor or supplier as a result of such direction, the contractor may request the Purchaser(s), INCOST, and INDOT to enter into such litigation to protect the interests of the Purchaser(s), INCOST, and INDOT, and in addition, the contractor may request the services of the Attorney General in such litigation to protect the interests of the United States.

AA. Audit and Inspection

The Regional Service Provider shall permit the Purchaser(s), INCOST, INDOT, the USDOT, the Secretary and Comptroller General of the United States, or any of their duly authorized representatives to inspect all work materials, payrolls, other data and records with regard to the Project, and to audit the books, records, and accounts pertaining to such contracts with regard to the Project.

The Regional Service Provider shall maintain documentation for all charges against the Purchaser(s) under this Contract. The books, records, and documents of the Regional Service Provider, insofar as they relate to work performed or money received under the Contract, shall be maintained in conformity with generally accepted accounting principles for a period of three (3) full years from the date of final payment, and shall be subject to audit, at any reasonable time upon reasonable notice, by the Purchaser(s), the State of Indiana, or the Comptroller of the Treasury, or their duly appointed representatives, or a licensed independent public accountant. Further, the records shall be maintained for a period of not less than three (3) years from the date of final payment.

In the event the Purchaser(s) are audited by the Federal or State agency, the Regional Service Provider shall provide whatever records, information, and assistance as the Purchaser(s) may reasonably require. The Regional Service Provider shall provide information and assistance requested by the Purchaser(s) for progress reports required of the Purchaser(s) by Federal or State government agencies.

BB. Applicable Law

The contract shall be construed and governed in accordance with the law of the State of Indiana.

CC. Use of INCOST's Name in Advertising, Public Relations, and News Releases

IN COST reserves the right to review and approve the INCOST-related copy prior to publication. The Regional Service Provider shall not allow the INCOST-related copy to be published in the Regional Service Provider's advertisement or public relations program until submitting the INCOST-related copy and receiving prior written approval from INCOST. News releases pertaining to the contents of the RFP or any negotiations must not be made without the prior approval of INCOST.

DD. Correspondence

In cases where communication is required between the Proposer and INCOST, it should be directed to Vicky Warner, Manager, Indiana RTAP, 811 Lindsey St., Columbus, IN 47203.

EE. Terms of Payment

Payment shall be net thirty (30) days upon receipt of a satisfactory monthly progress report. Proposers should note any discounts for payment before thirty (30) days. Invoices should be sent to the attention of the Accounts Payable Department of each respective Purchaser. Invoices shall reflect the following: purchase order number, description of service, total amount of payment due.

FF. Miscellaneous Provisions

The Regional Service Provider, the Purchaser(s), and INCOST mutually agree as follows:

- a. Personnel. The Regional Service Provider represents that it has or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Purchaser(s) or the INDOT.

All services required hereunder will be performed by the Regional Service Provider or under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such service.

- b. Regional Service Provider's Endorsement. The Regional Service Provider's endorsement shall be placed on the final report, cost estimates, and other data and documents furnished by the Regional Service Provider to the Purchaser(s) or INCOST.
- c. Control. All work by the Regional Service Provider is to be performed in a manner satisfactory to INCOST and the Purchasers and in accordance with the established customs, practices, and procedures. The decision of INCOST is to control all questions regarding the work covered hereunder. The Regional Service Provider is to periodically request sufficient conferences to ensure that the work is being done by the Regional Service Provider in a satisfactory manner and that all locations and work are made in accordance with the wishes of INCOST.
- d. Access to Records. The Regional Service Provider shall maintain books, records, documents, and other evidence directly pertinent to performance of work under this Agreement in accordance with accepted professional practice and appropriate accounting procedures and practices. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards and formally established audit regulations, procedures, and guidelines of the reviewing or audit agency.

GLOSSARY OF TERMS

Medical Determination Officer (MDO): A medical professional that performs a variety of medical services including, but not limited to, physical examination services/medical qualification assessments for all safety-sensitive transit positions in accordance with Indiana Code 20-9.1-3-1 and applicable transit system policies including Medical Qualification, RX/OTC and Substance Abuse Policies. As such, the MDO provides a written recommendation for an applicant's ability to perform the essential duties of a safety-sensitive job.

CDL: Commercial Driver's License

CMV: Commercial Motor Vehicle

Consortium: For purposes of this solicitation, the group of Purchasers on whose behalf this procurement of services is being conducted.

FMCSA: The Federal Motor Carrier Safety Administration.

FTA: The Federal Transit Administration.

INCOST: The Indiana Council on Specialized Transportation (INCOST), the organization that is conducting this procurement on behalf of Indiana's rural transit systems.

INDOT: The Indiana Department of Transportation.

Medical Qualification (MQ): The physical and cognitive health status that facilitates the performance of essential job functions in a safe and effective manner, protecting the health and safety of oneself, others, and property.

Medical Qualification Determination: A determination made by the MDO attesting to an employee's medical qualification in any of the situations described following an extended medical absence or management-required medical qualification assessment. Allowable costs to obtain the certification may be paid by Workers' Compensation for work-related injuries by the employee's health insurance, the employee, or the employer depending on the circumstances that led up to the medical qualification assessment and the outcome of the assessment.

Medical Quality Assurance Officer: A position to be filled by a properly licensed physician whose responsibilities are to ensure consistency and provide technical assistance and guidance to the MDOs.

MQ Program: The Medical Qualification Program, a mandatory program of INDOT that works to ensure the safety of both those individuals providing public transit services and the traveling public by establishing consistent medical standards for evaluating safety-sensitive employees required to hold a CDL or PPC license, and who also operate rural public transportation vehicles.

Proposer: An entity submitting a proposal in response to this solicitation.

Purchaser(s): Indiana's transit systems which are covered by the Indiana Medical Qualification Program and which will be purchasing services under the contract established as a result of this solicitation.

RTAP: The Rural Transit Assistance Program, a National program with a state program component that provides technical assistance and training as well as other services. For purposes of this solicitation, the Indiana RTAP Program administers the MQ Program and will be providing administrative oversight to any resulting contract(s).

Rx/OTC Medication: Prescription/Over-the-Counter medication.

Safety-Sensitive Employee: An employee whose job duties include responsibility for the employee's own or other people's safety.

U.S. DOT: The United States Department of Transportation.

INDIANA MEDICAL QUALIFICATION PROPOSAL REQUEST FOR PROPOSALS

EXHIBIT A. SCOPE OF SERVICES

INTRODUCTION

The purpose of this consortium procurement is to obtain the services to provide fitness-for-duty assessments for the Indiana Medical Qualification (MQ) Program, and other applicable programs, to ensure the health and safety of Indiana's safety-sensitive transit employees and the traveling public.

In 2005, the Indiana Department of Transportation (INDOT) required that all rural subrecipients adopt a prescription (Rx) and over-the-counter (OTC) medication policy after the National Transportation Safety Board and the FTA expressed concerns over the potential risks of Rx and OTC medication use by transit operators. Recognizing that Rx/OTC use is only a small part of the medical issues of concern, the program was expanded into a comprehensive medical qualification program. In 2011 INDOT implemented this program for all Section 5311 recipients. The program established standards for consistency regarding the medical standards utilized for evaluating safety-sensitive employees required to hold a CDL or "Fore Hire Endorsement," and who operate rural public transportation vehicles. The Medical Qualifications Program follows the standards set forth in the Federal Motor Carrier Safety Administrations (FMCSA) regulations 49 CFR Part 391.41, as amended, for all public transportation operators regardless of license type.

Previously, the program was administered by one provider who handled all exams, determinations, and appeals for the entire state of Indiana. A Medical Quality Assurance Officer (MQAO) provided oversight of the entire program, administered guidance, and was the final word on fitness-for-duty determinations. As this model created administrative and travel burdens for both the provider and the transit system, the program henceforth is to be provided on a Regional basis with service providers located in each Region. Each of the Regions will have a Medical Determination Officer (MDO) to oversee assessments performed within the Region. These will be separate from the MQAO, which will continue to provide quality assurance and administrative guidance for the program. A Proposer may opt to bid on one Region or multiple Regions. **A separate RFP is in place for those wishing to propose on the Medical Quality Assurance Officer position. Proposers interested in submitting a response to the MQAO RFP may contact the Indiana RTAP program at (812) 799-3360 or visit the RTAP website at indianartap.com.**

In this program model, the MQAO will be responsible for determining all appeals, providing expert testimony in potential legal situations, providing technical assistance when needed, and providing training and education for the Regional Providers. Each Regional Provider must have a Medical Determination Officer (MDO) on staff, who is responsible for all medical determinations, administrative requirements, and general oversight of the program under their service.

The scope of services for the provision of the Indiana Medical Qualification Program is separated into Regions in order to ease the travel burden of the current public transit systems, as shown in Exhibit D. These Regions include, but are not limited to, the following: the Northeast Region, the Northwest Region, the East Region, the Southwest Region, the Southeast Region, and the Central Region. INCOST will also consider the proposal of different Regional definitions, however, the primary goal is to ensure that all transit systems are within close proximity of a Regional site(s). Qualified Proposers may submit proposals for one, some, or all of these Regions as they see fit. Qualified Proposers may serve a Region from one or more established medical facilities in the Region or through on-site assessments at transit facilities. **Each proposal must specifically identify each Region services are being proposed for and provide the information specific to each Region being proposed.**

This scope of services details the required services to be provided at each of the Regional sites. Proposers must clearly address each section and requirement, following the format presented. Any exceptions or additional services must be clearly noted.

REQUIRED SERVICES

Task 1. General Program Requirements

Regional services must include a process for ensuring, at a minimum:

1. The provision of a Medical Determination Officer (MDO) to be responsible for overseeing all medical examination services for safety-sensitive employees utilizing the standards established by the United States Department of Transportation "Physical Qualifications for Drivers" 49 CFR Part 391; the Americans with Disabilities Act (ADA); the Indiana Medical Qualification Policy; the Indiana Rx/OTC Medication Policy; and the individual transit systems' established essential job functions for each position.
2. Identification of Regional site(s), preferably within a 30-minute drive to all or most drivers in its Region, to facilitate required physical examinations. Note: on-site assessment capabilities that can reduce travel times are encouraged.
3. Attend training sessions performed by the MQAO.
4. Procedures to ensure that only qualified and approved personnel are used to perform the required physical examinations. Personnel must be included on the National Registry of Certified Medical Examiners.
5. Procedures for proposed Regional Providers to complete the required services in accordance with the Indiana Medical Qualification program.
6. Procedures to ensure adequate contractor oversight.
7. Procedures that ensure that the appropriate program forms are utilized.
8. Procedures to ensure overall uniformity/consistency of assessments.
9. Procedures in place to accommodate the appeals process completed by the MQAO;
10. Communication protocols to ensure compliance with HIPAA laws;
11. Conduct medical evaluation to determine if there is a valid medical reason for failure to provide a sufficient volume of urine, oral fluids or breath for a DOT drug or alcohol test per FTA requirements;
12. Assess and evaluate any report by an MRO of a significant safety risk and take appropriate action to address with the operator or transit system.
- 13.
14. Completion and oversight of the driver ability review paperwork submission to the BMV, as needed.
15. Availability to consult with the MQAO to obtain second opinions, clarification, directions, and guidance. Note: the MQAO with INDOT approval has the authority to discontinue or add vendor services in the event program requirements are not met.
16. The MDO may be called on to give expert testimony in the case of a lawsuit or legal proceeding.

Provide scheduling methodologies to ensure a qualified medical examiner is available and that transit providers can complete evaluation requirements for transit operators in a timely manner. As previously stated, the Medical Qualification Program follows the standards established by the FMCSA. The Medical

Determination Officer (MDO) must have sufficient knowledge of the medical qualification standards and have completed the requirements of, and be listed on, the National Registry of Certified Medical Examiners (National Registry) to act as the MDO for the Medical Qualification Program.

Task 2. Data Collection and Reporting

Regional Providers will be responsible for collecting and reporting data for evaluation and analysis to INDOT in the required format. The selected Proposer must, at a minimum, collect and maintain all required data and prepare and submit the following notifications and reports as indicated below:

1. The results of each evaluation to each transit system's designated contact person by telephone within 24 hours of the physical examination.
2. Original or faxed copies of DOT and/or State BMV required physical examination paperwork to the transit system within 24 hours.
3. Complete written, quantified test results from the MDO to each Purchaser's Human Resources Department or Representative within two (2) business days of the examination in a format acceptable and approved by INDOT.
4. An annual report to INDOT within 45 days of the end of each calendar year, as applicable, that indicate at a minimum:
 - a. The number of physical examinations and/or assessments, by category, by transit system, and aggregate totals, scheduled and conducted. Note any issues with scheduling and the reasons.
 - b. The number of medical qualifications, by category, by transit system, and aggregate totals, issued.
 - c. Aggregate data on medication usage/medical conditions and frequency in population.

The annual report must also include an Executive Summary summarizing the program, its highlights, any notable trends, etc. INDOT reserves the right to require additional data to be collected and reported, as may be reasonable and prudent to address circumstances that may present during the year.

Proposers must implement and maintain all necessary records of services provided and appropriate procedures to assure confidentiality of all records and reporting. Transit systems must establish protocols with Regional Providers that permit regulating agencies such as the FTA and INDOT, their authorized representatives, and the transit system to review files necessary to complete Program audits and ensure compliance with Program requirements.

Task 3. Conduct Physical Examinations

Provide physical examination services at the request of the Purchaser(s); provide a complete written report using the required forms for CDL or "For Hire Endorsement" holders. Additional reporting may be required, as necessary (see Task 2 of this Scope of Services). Physical examinations will, at a minimum, be conducted for all safety-sensitive transit positions in the following circumstances:

1. Physical examinations as defined in the Indiana Medical Qualification Program Policy within timeframes related to the medical condition risk as determined by the MDO (biennial, annual, six-month, or three-month exams);
2. New hires;
3. Return to active status (as defined in the Indiana Medical Qualification Policy);
4. Following a qualifying accident (as defined in the Indiana Medical Qualification Policy);
5. As required to comply with the Indiana Prescription and Over-the-Counter (Rx/OTC) Medication Policy and Procedures; and
6. On a case-by-case basis as requested by the individual transit system(s) and/or required in accordance with other applicable Indiana policies and procedures.

Where necessary the chosen provider may need to consult with an employee's treating physician to obtain additional information about an employee's fitness for duty following an extended medical absence or transit system management required fitness for duty assessment. Each of the above required for all safety-sensitive participants will receive evaluations as determined by protocols that include, but are not limited to, the following physical examination services required by the Medical Qualification Program:

Task 3.1.1. Physical Examinations

- a. Collection of complete medical history including review of previous and update of current Rx/OTC medication information;
- b. A comprehensive physical examination/vital signs, general appearance, skin, head, eyes, ears, nose, throat neck, lymph nodes, breasts, chest, heart, peripheral blood vessels, abdomen, musculoskeletal and neurological;
- c. Cognitive screening;
- d. Height and weight measurements;
- e. Blood pressure check with periodic re-checks, as requested;
- f. Urinalysis;
- g. Audiometric testing; and
- h. Visual acuity testing.

Task 3.1.2. Medical Clearance Physical Examinations

All employees examined who are not medically qualified to receive a two-year medical qualification may receive a one year, six-month or three-month medical clearance depending on their respective medical conditions as defined in the FMCSA guidelines. The circumstances for an employee that does not receive the full two-year medical qualification are related to a medical condition that has been identified as a result of the evaluation or that the employee has been receiving treatment for through his or her treating physician, but is determined to be outside of acceptable tolerance during the evaluation. Employees that only receive a one year, six-month or three-month medical clearance will also receive an evaluation that meets the same criteria as identified in the biennial physical, or as directed by the authorizing physician which specifically addresses the medical condition identified.

Individuals which are not capable of meeting specified standards should be disqualified, notified of the appeal process, and immediately reported to the transit system, the MQAO, and INDOT.

Task 3.1.3. Comprehensive Prescription and Over-the-Counter Medication Review

A review of Rx/OTC medications for each employee is provided during all fitness-for-duty assessments and physical examinations. During the time in between physical examinations, if an employee begins taking additional medications, the employee is to follow their agency's policy and procedure for reporting these additional medications. The MDO will receive notification of the additional medications and must do an additional Rx/OTC medication review at this time. The MDO must review the most recent physical examination completed for the employee and assess the acceptability of the additional medication. The MDO may need to consult with the prescribing physician in the case of concern over the safety of a newly prescribed medication. The MDO should determine if:

- i. The employee can continue to perform his or her safety-sensitive functions while taking the medication;
- j. The dosing schedule should be modified in relation to the employee's work schedule to allow the performance of safety-sensitive job duties; or
- k. The employee should be medically disqualified while taking the Rx/OTC medication.

Task 3.1.4. New Hire Physical Examinations

- a. Initial collection of complete medical history including review of Rx/OTC medication information;

- b. A comprehensive physical examination: vital signs, general appearance, skin, head, eyes, ears, nose, throat, neck, lymph nodes, breasts, chest, heart, peripheral blood vessels, abdomen, musculoskeletal and neurological;
- c. Cognitive screening;
- d. Height and weight measurements;
- e. Blood pressure check;
- f. Urinalysis;
- g. Audiometric testing; and
- h. Visual acuity testing.

Task 3.1.5. Return to Active Status Examinations

- a. Initial collection of complete medical history including review of medication information;
- b. A comprehensive physical examination: vital signs, general appearance, skin, head, eyes, ears, nose, throat, neck, lymph nodes, breasts, chest, heart, peripheral blood vessels, abdomen, musculoskeletal and neurological;
- c. Cognitive screening;
- d. Height and weight measurements;
- e. Blood pressure check;
- f. Urinalysis;
- g. Audiometric testing;
- h. Visual acuity testing;
- i. Comprehensive Rx/OTC medication review

Task 3.1.6. Post-Accident Examinations

- a. Initial collection of complete medical history including review of medication information;
- b. A comprehensive physical examination: vital signs, general appearance, skin, head, eyes, ears, nose, throat, neck, lymph nodes, breasts, chest, heart, peripheral blood vessels, abdomen, musculoskeletal and neurological;
- c. Cognitive screening;
- d. Height and weight measurements;
- e. Blood pressure check;
- f. Urinalysis;
- g. Audiometric testing; and
- h. Visual acuity testing.
- i. Other, as determined by the circumstances that led up to the request for a test.

Task 3.1.7. Special Circumstances Examinations

- a. Initial collection of complete medical history including review of medication information;
- b. A comprehensive physical examination: vital signs, general appearance, skin, head, eyes, ears, nose, throat, neck, lymph nodes, breasts, chest, heart, peripheral blood vessels, abdomen, musculoskeletal and neurological;
- c. Cognitive screening;
- d. Height and weight measurements;
- e. Blood pressure check;
- f. Urinalysis;
- g. Audiometric testing;
- h. Visual acuity testing;
- i. Comprehensive Rx/OTC medication review; and
- j. Other, as determined by the circumstances that led up to the request for a test.

The selected Regional Provider conducting the physical examination must provide a medical qualification determination for each participant ***within 24 hours***. The MDO must consult with the participant's treating physician to obtain additional information about the participant's medical

qualification in circumstances that clearly suggest an on-going or new condition that could impact the participant's ability to perform a safety-sensitive function. Return to Active Status following an extended medical leave would require the MDO to consult with a treating physician to make a fully informed medical determination. Other evaluations requiring the MDO to communicate with a treating physician will include those participants that only receive a twelve-, six-, or three-month medical clearance or when otherwise warranted.

Task 3.1.8. Incorporate DOT Medical Requirements

Proposers must incorporate the DOT medical requirements as identified in 49 CFR Part 391.41, as amended, mimicked by the Indiana Medical Qualifications, including but not limited to the following:

- ◆ The employee must have *20/40 correctable* vision in each eye.
The key here is correctable vision; eye glasses or contact lenses are OK.
- ◆ ***The employee has no established medical history or clinical diagnosis of diabetes mellitus currently requiring insulin for control.*** Diabetes controlled by diet and/or oral medication may be permissible.
- ◆ The employee's blood pressure must be *140 over 90 or less for a 24-month period*.

Additional blood pressure standards include:

- ◆ 140-159/90-99 – 12-month certificate
- ◆ 160-179/100-109 – 3-month temporary certificate
- ◆ Over 180/110 – Disqualifier

In some instances, a prescription blood pressure medication can be used to control high blood pressure.

- ◆ The blood sugar level must be under 200.
- ◆ There is no established medical history or clinical diagnosis of a respiratory dysfunction likely to interfere with his/her ability to control and drive a commercial motor vehicle safely.
- ◆ There is no current clinical diagnosis of myocardial infarction, angina pectoris, coronary insufficiency, thrombosis, or any other cardiovascular disease of a variety known to be accompanied by syncope, dyspnea, collapse, or congestive cardiac failure.
- ◆ A current diagnosis of any cardiovascular disease or cardiac issues may require additional information from the treating physician.

As previously identified, the Medical Qualification Program requirements mimic all standards identified in 49 CFR Part 391.41 and must be applied accordingly.

Task 3.1.9. Address Other Possible Medical Factors Impacting Physical Evaluation

There are some other conditions or factors that may be revealed during the physical exam that could prevent a driver from obtaining the required medical qualification. Those conditions include:

- ◆ Sleep apnea
- ◆ Loss of limb or limb impairment
- ◆ Diabetes
- ◆ Cardiovascular condition
- ◆ Hypertension
- ◆ Respiratory dysfunction
- ◆ Rheumatic, arthritic, orthopedic, muscular, neuromuscular, or vascular disease

The waiver processes and disqualification criteria for individuals diagnosed with these conditions should follow the DOT standard for Commercial Driver License (CDL) holders and a process that “mirrors” the DOT standard should be used for “For Hire Endorsement” operators. All safety-sensitive employees diagnosed with one of the above-mentioned conditions must be seen by the MDO to receive their medical qualification. Guidelines and methodologies utilized for making these determinations must

be clearly defined under the guidance of the MQAO.

If an individual chooses to appeal the determination, the MDO must complete the Bureau of Motor Vehicle (BMV) Form 54750 Request for Driving Ability Review for those “Fore Hire Endorsement” operators and submit the form to the MQAO for review and submission to the BMV.

For CDL operators, the Federal or State Bureau of Motor Vehicles waiver process must be utilized as prescribed in 49 CFR Part 391.

Task 4. Schedule Required Bi-annual Physicals and All Medical Qualification Evaluations

Task 4.1.1. Bi-annual Physical Examination Scheduling Process

Proposers must develop and implement an efficient and effective scheduling process to accommodate the total number of biennial physicals per calendar year for their Region (refer to Exhibit C for the number of drivers at each transit system). This process must be easily accessible by all transit systems. This process must be up and running within ninety (60) days of the notice to proceed.

Task 4.1.2. Scheduling Process for All Other Examinations

Proposers must implement an efficient and effective scheduling process as indicated in 4.1.1 to accommodate new hire, return-to-active status, post-accident, and special circumstance evaluations for each transit system. Post-accident and special circumstance evaluations must be scheduled as soon as possible and not to exceed within 48 hours of notification.

Task 5: FTA DOT Drug and Alcohol Testing Evaluations

In accordance with 49 CFR Parts 40.193; 40.265 a medical evaluation must be conducted within five business days for donors who were unable to provide a sufficient volume for a mandatory DOT drug test or breath alcohol test upon request by the transit system. In addition, and in accordance with 49 CFR Part 40.327 an evaluation must be completed when a transit system is notified by the MRO of a significant safety risk determination associated with a DOT drug test. A medical qualification determination must be provided to the transit system upon completion of this evaluation.

Name of Region: _____

**INDIANA MEDICAL QUALIFICATION PROPOSAL
REQUEST FOR PROPOSALS**

EXHIBIT B. COST SHEET

As the Medical Determinations Officer will perform many services on an as needed basis, an hourly rate is required for a portion of tasks outlined in Exhibit A, Scope of Services. For quantifiable services, a rate per test or training session is required. The quantities given are estimated and provided for comparison purposes. Please note: creating procedures, creating the scheduling process, and consulting with the Medical Quality Assurance Officer are considered part of the cost of performing examinations.

Tasks to be Charged as an Hourly Rate	
Training Sessions Attended	\$_____per hour
Provision of Expert Testimony	\$_____per hour

Other Tasks As Required		
Task	Estimated Quantities	Total
Task 2: Data Collection and Reporting		
Quarterly INDOT report	Cost of one (1) report: \$_____times 4	\$
Annual INDOT report	Cost of one (1) report: \$_____times 1	\$
Task 3: Conduct Physical Examinations		
Physical Examinations	Cost of one examination \$_____times 250	\$
Medical Clearance Physical Examinations (one year, six-month, and three-month)	Cost of one examination \$_____times 125	\$
New Hire Physical Examinations	Cost of one examination \$_____times 200	\$
Return to Active Status Examinations	Cost of one examination \$_____times 10	\$
Post-Accident	Cost of one examination \$_____times 10	\$
Special Circumstances Examination	Cost of one examination \$_____times 10	\$
Rx/OTC Medication Review	Cost of one (1) review: \$_____times 50	\$
Task 5: BMV Appeal Process		
Appeal Packet for MQAO	Cost of one (1) appeal packet \$_____times 20	

Name of Region: _____

BMV Appeal Packets Submitted	Cost of one (1) BMV Appeal Packet: \$ \$_____times 20
Subtotal for Other Tasks	\$

INDIANA MEDICAL QUALIFICATION PROPOSAL

REQUEST FOR PROPOSALS

EXHIBIT C. TRANSIT SYSTEM INFORMATION

Grantee	System	Address	City/State	Zip	Drivers
Adams County	Adams County Transit	1109 Dayton Street	Decatur, IN	46733	8
Bedford	Transit Authority of Stone City	1620 L. Street	Bedford, IN	47421	25
Boone County	Boone Area Transit System	515 CrownPoint Drive	Lebanon, IN	46052	19
Brown County	ACCESS Brown County Transit	105 Willow Street	Nashville, IN	47448	8
Cass County	Cass Area Transit	115 S. Sixth Street	Logansport, IN	46947	22
Clinton County	Clinton County Transit	401 W. Walnut	Frankfort, IN	46041	11
Clinton County	Tipton County Transit	900 E Jefferson Street	Tipton, IN	46072	5
Clinton County	Crawfordsville Area Transit	922 East South Blvd.	Crawfordsville,	47933	13
DeKalb County	DeKalb Area Rural Transit	1800 East 7th Street	Auburn, IN	46706	21
Franklin County	Franklin County Public Transportation	11146 County Park Road	Brookville, IN	47012	12
Fulton County	Fulton County TRANSPO	625 Pontiac Street	Rochester, IN	46975	18
Hendricks County	Hendricks County LINK; Morgan County CONNECT	1001 Sycamore Lane	Danville, IN	46122	60 (Morgan)
Blue River Services	Southern Indiana Transit System	P.O. Box 547	Corydon, IN	47112	18
Huntingburg	Huntingburg Transit System	508 East Fourth Street	Huntingburg, IN	47542	3
Huntington County	Huntington Area Transportation	354 N. Jefferson Street	Huntington, IN	46750	16
Jay County	The New InterUrban	1701 Pilgrim Blvd. P.O. Box 308	Yorktown, IN	47396	12
KIRPC	Arrowhead County Public	115 E. 4th St, P.O. Box 127	Monon, IN	47959	27

Knox County YMCA	Vincennes Van Go	2009 Prospect Ave.	Vincennes, IN	47591	21
Kosciusko County	Kosciusko Area Bus Service	1804 East Winona Avenue	Warsaw, IN	46580	7
LaGrange County	LaGrange County Council on Aging	P.O. Box 107	LaGrange, IN	46761	21
Madison County	Transp. for Rural Areas of Madison Co.	16 East Ninth Street	Anderson, IN	46016	8
Marion	Marion Transportation System	520 E. 6th Street	Marion, IN	46952	12
Marshall County	Marshall County Transit	1305 W. Harrison	Plymouth, IN	46563	15
Miami County	Miami County YMCA Public Transit	Sixth & Wabash Street	Peru, IN	46970	12
Monroe County	Rural Transit	630 W. Edgewood Drive	Ellettsville, IN	47429	34
New Castle	New Castle Community Transit System	201 South 25th Street	New Castle, IN	47362	5
Noble County	Noble Transit System	111 Cedar Street	Kendallville, IN	46755	20
Orange County	Orange County Transit	P.O. Box 267	Paoli, IN	47454	15
Richmond	Rose View Transit	401 South "Q" Street	Richmond, IN	47374	17
Rush County	Ride Rush Public Transit	504 W. 3rd Street	Rushville, IN	46173	10
Seymour	Seymour Transit	301-309 North Chestnut Street	Seymour, IN	47274	12
SIDC	Ride Solution	P.O. Box 367	Washington, IN	47501	173
Lifetime Resources, Inc.	Catch-A-Ride	13091 Benedict Drive	Dillsboro, IN	47018	43
Steuben County	STAR Transportation	317 W. Wayne St., Suite 1B	Angola, IN	46703	16
Union County	Whitewater Valley Regional Transit	P.O. Box 333	Liberty, IN	47353	11
Wabash County	Wabash County Transit	P.O. Box 447	Wabash, IN	46992	19
Tippecanoe County	Tippecanoe County Transit	660 N. 36th St., P.O. Box 4727	Lafayette, IN	47903	0
WCIEDD - Vigo	Thrive Public Transit	1718 Wabash Ave.	Terre Haute, IN	47808	8

Wells County	Wells on Wheels Public Transit	255 W. Water Street	Bluffton, IN	46714	12
White County	White County Transit	P.O. Box 421	Monticello, IN	47960	10
Whitley County	Whitley County Transit	603 W. Van Buren	Columbia City, IN	46725	12

EXHIBIT D. REGIONAL MAP



EXHIBIT E: Federal Clauses

FEDERAL CLAUSES

ACCESS TO RECORDS AND REPORTS

- a. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other third-party Contracts of any type, and supporting materials related to those records.
- b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information, including such records and information the contractor or its subcontractors may regard as confidential or proprietary, related to performance of this contract in accordance with 2 CFR § 200.337.
- d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractor's access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

AMERICANS WITH DISABILITIES ACT (ADA)

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.

BOND REQUIREMENTS

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-

through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

- (a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- (b) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract.
- (c) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

It is also understood and agreed that if the bidder should withdraw any part or all of their bid within [90] days after the bid opening without the written consent of the Agency, or refuse or be unable to enter into this Contract as provided above, or refuse or be unable to furnish adequate and acceptable Performance and Payment Bonds, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, it shall forfeit its bid guaranty to the extent Agency's damages occasioned by such withdrawal, or refusal, or inability to enter into a Contract, or provide adequate security thereof.

It is further understood and agreed that to the extent the defaulting bidder's bid guaranty shall prove inadequate to fully recompense Agency for the damages occasioned by default, then the bidder agrees to indemnify Agency and pay over to Agency the difference between the bid guarantee and Agency's total damages so as to make Agency whole.

The bidder understands that any material alteration of any of the above or any of the material contained herein, other than that requested will render the bid unresponsive.

- (10) Performance Guarantee. A Performance Guarantee in the amount of 100% of the Contract value is required by the Agency to ensure faithful performance of the Contract. Either a Performance Bond or an Irrevocable Stand-By Letter of Credit shall be provided by the Contractor and shall remain in full force for the term of the Contract. The successful Bidder shall certify that it will provide the requisite Performance Guarantee to the Agency within ten business days from Contract execution. The Agency requires all Performance Bonds to be provided by a fully qualified surety company acceptable to the Agency and listed as a company currently authorized under 31 C.F.R. part 22 as possessing a Certificate of Authority as described hereunder. Agency may require additional performance bond protection when the contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The Agency may secure additional protection by directing the Contractor to increase the amount of the existing bond or to obtain an additional bond. If the Bidder chooses to provide a Letter of Credit as its Performance Guarantee, the Bidder shall

furnish with its bid, certification that an Irrevocable Stand-By Letter of Credit will be furnished should the Bidder become the successful Contractor. The Bidder shall also provide a statement from the banking institution certifying that an Irrevocable Stand-By Letter of Credit for the action will be provided if the Contract is awarded to the Bidder. The Irrevocable Stand- By Letter of Credit will only be accepted by the Agency if:

1. A bank in good standing issues it. The Agency will not accept a Letter of Credit from an entity other than a bank.
2. It is in writing and signed by the issuing bank.
3. It conspicuously states that it is an irrevocable, non-transferable, "standby" Letter of Credit.
4. The Agency is identified as the Beneficiary.
5. It is in an amount equal to 100% of the Contract value. This amount must be in U.S. dollars.
6. The effective date of the Letter of Credit is the same as the effective date of the Contract.
7. The expiration date of the Letter of Credit coincides with the term of the contract.
8. It indicates that it is being issued in order to support the obligation of the Contractor to perform under the Contract. It must specifically reference the Contract between the Agency and the Contractor the work stipulated herein.

The issuing bank's obligation to pay will arise upon the presentation of the original Letter of Credit and a certificate and draft to the issuing bank's representative at a location and time to be determined by the parties. This documentation will indicate that the Contractor is in default under the Contract.

Payment Bonds. A Labor and Materials Payment Bond equal to the full value of the contract must be furnished by the contractor to Agency as security for payment by the Contractor and subcontractors for labor, materials, and rental of equipment. The bond may be issued by a fully qualified surety company acceptable to (Agency) and listed as a company currently authorized under 31 C.F.R. part 223 as possessing a Certificate of Authority as described thereunder.

BUS TESTING

The Contractor [Manufacturer] agrees to comply with the Bus Testing requirements under 49. U.S.C. 5318(e) and FTA's implementing regulation at 49 C.F.R. part 665 to ensure that the requisite testing is performed for all new bus models or any bus model with a major change in configuration or components, and that the bus model has achieved a passing score. Upon completion of the testing, the contractor shall obtain a copy of the bus testing reports from the operator of the testing facility and make that report(s) publicly available prior to final acceptance of the first vehicle by the recipient.

BUY AMERICA REQUIREMENTS

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661 and 2 CFR § 200.322 Domestic preferences for procurements, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general

waiver. General waivers are listed in 49 C.F.R. § 661.7.

Build America, Buy America Act. Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget's "Buy America Preferences for Infrastructure Projects," 2 CFR Part 184. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b). In accordance with 2 CFR § 184.2(a), the Recipient shall apply the standards of 49 CFR Part 661 to iron, steel, and manufactured products.

Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C), 49 U.S.C. § 5323(u) and 49 C.F.R. § 661.11. Domestic preferences for procurements

The bidder or offeror must submit to the Agency the appropriate Buy America certification. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as non-responsive. For more information, please see the FTA's Buy America webpage.

at: <https://www.transit.dot.gov/buyamerica>

CARGO PREFERENCE REQUIREMENTS

The contractor agrees:

- a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available. 46 U.S.C. § 55305, and U.S. Maritime Administration regulations, "Cargo Preference – U.S.-Flag Vessels," 46 CFR Part 381.
- b. to furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in 46 CFR § 381.7(a)(1) shall be furnished to both the recipient (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590; and
- c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

CHANGES TO FEDERAL REQUIREMENTS

Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement

including any information incorporated by reference and made part of that Underlying Agreement; and Applicable changes to those federal requirements will apply to each Third-Party Agreement and parties thereto at any time.

CHARTER SERVICE

The contractor agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. part 604, which provides that Recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(d);
2. FTA regulations, “Charter Service,” 49 C.F.R. part 604;
3. Any other federal Charter Service regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

The contractor agrees that if it engages in a pattern of violations of FTA’s Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

1. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;
2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA’s Charter Service regulations; or
3. Any other appropriate remedy that may apply.

The contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

CIVIL RIGHTS LAWS AND REGULATIONS

The following Federal Civil Rights laws and regulations apply to all contracts.

The Contractor and any subcontractor agree to comply with all the requirements prohibiting discrimination on the basis of race, color, or national origin of the Title VI of the Civil Rights Act of 1964, as amended 42 U.S.C 2000d, and U.S. DOT regulation “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of the Title VI of the Civil rights Act, “49 C.F. R. Part 21 and any implementing requirement FTA may issue.

- 1 **Federal Equal Employment Opportunity (EEO) Requirements.** These include, but are not limited to:
 - a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation), disability, or age, and prohibits discrimination in employment or business opportunity.

- b) **Prohibition against Employment Discrimination.** Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, Title VI of the Civil Rights Act of 1964,” 49 CFR Part 21, and 49 U.S.C. § 5332, prohibits discrimination in employment on the basis of race, color, religion, sex, or national origin.
- 2 **Nondiscrimination on the Basis of Sex.** Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. part 25 prohibit discrimination on the basis of sex.
- 3 **Nondiscrimination on the Basis of Age.** The “Age Discrimination Act of 1975,” as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.
- 4 **Federal Protections for Individuals with Disabilities.** The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Civil Rights and Equal Opportunity

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency 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 Contract, 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 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.
2. **Equal Employment Opportunity.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., Title I of the Americans with Disabilities Act of 1990, as

amended, 42 U.S.C. §§ 12101, et seq.; and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements, without regard to their race, color, religion, national origin, or sex (including sexual orientation). In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. **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.
4. **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. § 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.
5. **Federal Law and Public Policy Requirements.** The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and the Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of \$150,000:

Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

- (2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.”

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a. Applicability: This requirement applies to all FTA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

DAVIS BACON ACT AND COPELAND ANTI-KICKBACK ACT

For all prime construction, alteration, or repair contracts in excess of \$2,000 awarded by FTA, the Contractor shall comply with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week. The Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, "Contractors and Subcontractors on Public

Building or Public Work Financed in Whole or in part by Loans or Grants from the United States.” The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

DEBARMENT AND SUSPENSION

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

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 the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, 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 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, 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.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

It is the policy of the Agency and the United States Department of Transportation (“DOT”) that

Disadvantaged Business Enterprises (“DBE’s”), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts. The contractor 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 C.F.R. 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 Agency deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 C.F.R. § 26.29(a).

Finally, for contracts with defined DBE contract goals, the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency’s written consent; and that, unless the Agency’s consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

FLY AMERICA

- a) Definitions. As used in this clause—
 - 1) “International air transportation” means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.
 - 2) “United States” means the 50 States, the District of Columbia, and outlying areas.
 - 3) “U.S.-flag air carrier” means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

- b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agency's, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.
- c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.
- d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

- e) Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all 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 request which would cause a violation of the FTA terms and conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Recipient 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 Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each

subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

NOTICE TO FTA AND U.S. DOT INSPECTOR GENERAL OF INFORMATION RELATED TO FRAUD, WASTE, ABUSE, OR OTHER LEGAL MATTERS.

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient 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.

- (1) 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.
- (2) 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.
- (3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient 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 the Recipient. 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 the Recipient.

PATENT RIGHTS AND RIGHTS IN DATA

Intellectual Property Rights

This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant the Agency intellectual property access and licenses deemed necessary for the work performed under this Contract and in accordance with the requirements of 37 C.F.R. part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts

and Cooperative Agreements,” and any Implementing regulations issued by FTA or U.S. DOT.

The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Contract and shall, at a minimum, include the following restrictions:

Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution.

For purposes of this Contract, the term “subject data” means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of “subject data” include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

1. The Federal Government reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for “Federal Government Purposes,” any subject data or copyright described below. For “Federal Government Purposes,” means use only for the direct purposes of the Federal Government. Without the copyright owner’s consent, the Federal Government may not extend its Federal license to any other party.
 - a. Any subject data developed under the Contract, whether or not a copyright has been obtained; and
 - b. Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.
2. Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA’s license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.
3. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall not be required to indemnify the Federal Government for any such liability

arising out of the wrongful act of any employee, official, or agents of the Federal Government.

4. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
5. Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.
6. The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

PRE-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

The Contractor agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. part 663. The Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. The Contractor agrees to participate and cooperate in any pre- award and post-delivery audits performed pursuant to 49 C.F.R. part 663 and related FTA guidance.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

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

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

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.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

- a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
- 1) Procure or obtain;
 - 2) Extend or renew a contract to procure or obtain; or
 - 3) 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).

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).

- (i) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (ii) 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.
- b) 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.
- c) See Public Law 115-232, section 889 for additional information.
- d) See also § 200.471.

PROMPT PAYMENT

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

The contractor must promptly notify the Agency, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Agency.

PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS

The Contractor agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

1. U.S. DOL Certification. Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.
2. Special Warranty. When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.
3. Special Arrangements. The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

RESTRICTIONS ON LOBBYING

Conditions on use of funds.

- (a) No appropriated funds may be expended by the recipient a Federal contract grant, loan, or cooperative agreement to pay any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) Each person who requests or receives from an agency a Federal contract, grant, loan, or

cooperative agreement shall file with that agency a certification, that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.

- (c) Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.
- (d) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, whether that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.
- (e) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form if that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.

Certification and disclosure.

- (a) Each person shall file a certification, and a disclosure form, if required, with each submission that initiates agency consideration of such person for:
 - (1) Award of a Federal contract, grant, or cooperative agreement exceeding \$100,000; or
 - (2) An award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000.
- (b) Each person shall file a certification, and a disclosure form, if required, upon receipt by such person of:
 - (1) A Federal contract, grant, or cooperative agreement exceeding \$100,000; or
 - (2) A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000, Unless such person previously filed a certification, and a disclosure form, if required, under paragraph (a) of this section.
- (c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraphs (a) or (b) of this section. An event that materially affects the accuracy of the information reported includes:
 - (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
 - (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
 - (3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.
- (d) Any person who requests or receives from a person referred to in paragraphs (a) or (b) of this section:
 - (1) A subcontract exceeding \$100,000 at any tier under a Federal contract;
 - (2) A subgrant, contract, or subcontract exceeding \$100,000 at any tier under a Federal grant;

- (3) A contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding \$150,000; or,
- (4) A contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement, Shall file a certification, and a disclosure form, if required, to the next tier above.
- (e) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (a) or (b) of this section. That person shall forward all disclosure forms to the agency.
- (f) Any certification or disclosure form filed under paragraph (e) of this section shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31, U.S. Code.
- (g) For awards and commitments in process prior to December 23, 1989, but not made before that date, certifications shall be required at award or commitment, covering activities occurring between December 23, 1989, and the date of award or commitment. However, for awards and commitments in process prior to the December 23, 1989 effective date of these provisions, but not made before December 23, 1989, disclosure forms shall not be required at time of award or commitment but shall be filed within 30 days.
- (h) No reporting is required for an activity paid for with appropriated funds if that activity is allowable under either subpart B or C.

SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use

The Contractor is encouraged to 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 Agency.

Distracted Driving

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 Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

SCHOOL BUS OPERATIONS

The contractor agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(f);

2. FTA regulations, "School Bus Operations," 49 C.F.R. part 605;
3. Any other Federal School Bus regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

If Contractor violates this School Bus Agreement, FTA may:

1. Bar the Contractor from receiving Federal assistance for public transportation; or
2. Require the contractor to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities.

The Contractor should include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

SEISMIC SAFETY

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation (DOT) Seismic Safety Regulations 49 C.F.R. part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.

SIMPLIFIED ACQUISITION THRESHOLD

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317–200.327. The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America's eligibility and process requirements apply to any procurement in excess of \$150,000. 49 U.S.C. § 5323(j)(13).

SOLID WASTES (RECOVERED MATERIALS)

A Recipient that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the

value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

Applies to States –

- a. To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:
 - (1) The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;
 - (2) The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and
 - (3) The amount of federal assistance FTA has provided for a State Program or Project.
- b. Documents - The State agrees to provide the information required under this provision in the following documents:
 - (1) applications for federal assistance,
 - (2) requests for proposals or solicitations,
 - (3) forms,
 - (4) notifications,
 - (5) press releases, and
 - (6) other publications.

SUBSTANCE ABUSE REQUIREMENTS

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency, or Agency, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with part 655 and to submit the Management Information System (MIS) reports to the Agency.

TERMINATION

Termination for Convenience (General Provision)

The Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Agency'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 Agency to be paid the Contractor. If the Contractor has any property in its possession belonging to Agency, the Contractor will account for the same, and dispose of it in the manner Agency directs.

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 Agency 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 be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Agency 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 Agency, 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.

Opportunity to Cure (General Provision)

The Agency, 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.

If Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency 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 Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Agency shall not limit Agency's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Convenience (Professional or Transit Service Contracts)

The Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Agency's interest. If this contract is terminated, the Agency shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

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 Agency may terminate this contract for default. The Agency 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. 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 Agency.

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 Agency may terminate this contract for default. The Agency 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.

If this contract is terminated while the Contractor has possession of Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Agency or its agent. The Contractor and Agency shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

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 Agency.

Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure 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 provision of this contract, Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Agency 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 Agency 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 Agency in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be 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 Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract.

3. 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 Agency.

Termination for Convenience or Default (Architect and Engineering)

The Agency may terminate this contract in whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency 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 Agency's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency.

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 Agency.

Termination for Convenience or Default (Cost-Type Contracts)

The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Agency 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 Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency 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 Agency and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of Agency, 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.

If, after serving a Notice of Termination for Default, the Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule,

may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

VETERANS HIRING PREFERENCE

Veterans Employment - Construction contracts of Federal financial assistance shall ensure that contractors working on a capital project funded using such assistance give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

VIOLATION AND BREACH OF CONTRACT

Disputes:

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the agency. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the agencies authorized representative. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the agencies authorized representative shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance during Dispute:

Unless otherwise directed by the agencies authorized representative, contractor shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages:

Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies:

Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the agencies authorized representative and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Agency is located.

Rights and Remedies:

Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. No action or failure to act by the Agency or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach

thereunder, except as may be specifically agreed in writing.

OTHER RECOMMENDED CONTRACT REQUIREMENTS

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards pursuant to 23 CFR § 940. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

- (1) The contractor certifies that it:
 - (a) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
 - (b) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.

- (2) Flow-Down. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

SEVERABILITY

The Contractor agrees that if any provision of this agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect.

TRAFFICKING IN PERSONS

The contractor agrees that it and its employees that participate in the Recipient's Award, may not:

- (a) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;
- (b) Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or
- (c) Use forced labor in the performance of the Recipient's Award or subagreements thereunder.

EXHIBIT F
MEDICAL QUALIFICATION PROGRAM SERVICES RFP
NON-COLLUSION AFFIDAVIT

(STATE OF)
(COUNTY OF)

I, _____ of the _____ in the County of _____, State

of _____, of full age being duly sworn according to law on my oath

depose and state that:

I am _____ of the firm _____.

_____, a company submitting a proposal inclusive upon the above named project, and that I executed said proposal with full authority to do so: that said proposer has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that INCOST relies upon the truth of the statements contained in said proposal and in the statements in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bonafide employees or bonafide established commercial or selling agencies.

Attested by ____
(Witness)

Signature of Authorized Official
Proposing Company

Typed or Printed Name of Authorized Official

Title

Date

EXHIBIT G
CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, _____ hereby certify

(Name and title of official)

on behalf of _____ that:

(Name of Bidder/Company Name)

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

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

Name of Bidder/Company Name: _____

Type or print name: _____

Signature of authorized representative: _____ Date ____/____/____