

**INVITATION FOR BIDS (IFB)**  
**Federal Transit Administration Grant Program**  
**BID Number: ST 12-26**

FOR THE FOLLOWING ITEM

**One (1) 24' Trolley Transit Vehicle**  
**Suitable for Public Transportation**

**Contact Agent for Specifications**

**Kenneth "Smitty" Smith, Transit Director**  
**Eureka Springs Transit System**  
**137 W. Van Buren**  
**Eureka Springs, AR 72632**

479-253-9572

479-253-8272 (fax)

[smitty@eurekaspringsAR.gov](mailto:smitty@eurekaspringsAR.gov)

## **Notice of Nondiscrimination**

The Eureka Springs Transit System (ESTS) complies with all civil rights provisions of federal statutes and related authorities that prohibit discrimination in programs and activities receiving federal financial assistance. Therefore, ESTS does not discriminate on the basis of race, sex, color, age, national origin, religion (not applicable as a protected group under the FMCSA Title VI Program), or disability in the admission, access to and treatment in ESTS's programs and activities, as well as ESTS's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding ESTS's nondiscrimination policies may be directed to Kenneth "Smitty" Smith (ADA/504/Title VI Coordinator), 137 W Van Buren, Eureka Springs, AR 72632, (479) 253-9572, (Voice/TTY 711), or the following email address: [smitty@eurekaspringsAR.gov](mailto:smitty@eurekaspringsAR.gov)

Free language assistance may be available upon request.

This notice is available from the ADA/504/Title VI Coordinator in large print, on audiotape, and in Braille.

# EUREKA SPRINGS TRANSIT SYSTEM

## BID INVITATION

Contract  
Number: ST 12-26

**BID OPENING LOCATION:**  
Eureka Springs City Hall  
44 S. Main Street  
Eureka Springs, AR 72632

**MAIL/DELIVER TO:**  
Eureka Springs City Hall  
44 S. Main Street  
Eureka Springs, AR 72632

Bid Opening Date: **December 30, 2025**

Time 11:00 am CST

Sealed bids for furnishing the commodity described below, subject to the Conditions on Page 2 of this bid invitation will be received at the above-noted mail and delivery locations until the above-noted bid opening date and time, and then publicly opened at the above-noted bid opening location. **Bids must be submitted on this form, with attachments when appropriate (see attached checklist), or bids will be rejected. Late bids and unsigned bids will not be considered.**

**In compliance with this Bid Invitation and subject to all the Conditions thereof, the undersigned offers and agrees to furnish any and all items upon which prices are quoted, at the price set opposite each item.**

Company Name: \_\_\_\_\_

Name (Type or Print): \_\_\_\_\_

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

Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Federal Tax ID or Social Security No.: \_\_\_\_\_

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

Signature must be legible, original (not photocopied) and in ink.  
Unsigned bids will be rejected.

Contract for furnishing **one (1), 24' Trolley** at pricing set forth on the attached Bid Quotation Form. The successful vendor/manufacturer shall accept orders for the period specified subject to chassis availability and acceptance for the order by the manufacturer.

FOB: EUREKA SPRINGS TRANSIT SYSTEM

137 W. Van Buren

Eureka Springs, AR 72632

The Invitation for Bids, Specifications, Bid Quotation Form, Bid Provisions and Federal Certifications are parts to the contract and by reference are incorporated herein. **Bidders must be licensed by the Arkansas Motor Vehicle Commission** and have a current Arkansas Dealers license. Should there be any conflict between information set forth in the Bid Conditions on page 2 and information set forth elsewhere in this bid package, the latter shall prevail. It shall be understood that by submission of bid that bidder agrees to all terms and conditions herein stated and specified. If the bid is found acceptable by the Eureka Springs Transit System (ESTS) and the Arkansas Department of Transportation (Department), in whole or in part, it will be considered a contract agreement bound under said terms and conditions. The parties hereto agree that the laws of the State of Arkansas shall govern this contract in all things.

**Bids must be submitted in a sealed envelope  
with "24" TROLLEY BID: ST 12-26" prominently displayed**

**BID CONDITIONS****Contract No. ST 12-26**

1. **ACCEPTANCE AND REJECTION:** ESTS reserves the right to reject any or all bids, to accept bids in whole or in part (unless otherwise indicated by bidder, to waive any informalities in bids received, to accept bids on materials or equipment with variations from specifications where efficient of operation will not be impaired, and to award a bid that will best serve the interest of ESTS.
2. **PRICES:** Unless otherwise stated in the Bid Invitation, the following will apply: (1) the unit price shall be bid, (2) the price should be stated in units of quantity specified (feet, each, lbs., etc.), (3) the price must be F.O.B. destination specified in bid, (4) price must be firm and not subject to escalation, (5) bid must be firm for acceptance for 60 calendar days from bid opening date. Discounts from bid price will not be considered in making awards.
3. **BID BONDS AND PERFORMANCE BONDS:** None required.
4. **TAXES:** ESTS is not exempt from Arkansas State Sales and Use Taxes, or local option city/county sales taxes, when applicable, and bidders are responsible to the State Revenue Department for such taxes. These taxes should not be included in bid prices, but where required by law, will be paid by ESTS as an addition thereto, and should be added to the billing to ESTS.
5. **"ALL OR NONE" BIDS:** Not applicable to this request for bids.
6. **SPECIFICATIONS:** Complete specifications should be attached for any substitution or alternate offered, or where amplification is necessary. Bidder's name must be placed on all attachments to the bid.
7. **EXCEPTIONS TO SPECIFICATIONS:** Any exceptions to the bid specifications must be stated in the bid. Any exceptions to manufacturer's published literature must be stated in the bid, or it will be assumed that bidder is bidding exactly as stated in the literature.
8. **BRAND NAME REFERENCES:** All brand name references in bid specifications refer to that commodity or its equivalent, unless otherwise stated in Bid Invitation. The bidder should state brand or trade name of item being bid, if such name exists.
9. **FREIGHT:** All freight charges should be included in the bid price. Any change in common carrier rates authorized by the Interstate Commerce Commission will be adjusted if such a change occurs after the bid opening date. Receipted common carrier bills that reflect ICC authorized rate changes must be furnished.
10. **SAMPLES, LITERATURE, DEMONSTRATIONS:** Samples and technical literature must be provided free of any charge within 14 calendar days of ESTS request, and free demonstrations within 30 calendar days, unless ESTS extends time. Failure to provide as requested within this period may cause a bid to be rejected. Samples, literature and demonstrations must be substantially the same as the item(s) being bid, unless otherwise agreed to by ESTS. Samples that are not destroyed will be returned upon request at the bidder's expense. Samples from successful bidders may be retained for comparison with items actually furnished.
11. **GUARANTY:** Unless otherwise indicated in Bid Invitation, it is understood and agreed that any item offered or shipped on this bid shall be newly manufactured, latest model and design, and in first class condition; and that all containers shall be new, suitable for storage or shipment and in compliance with all applicable laws relating to construction, packaging, labeling and registration.
12. **BACKORDERS OR DELAY IN DELIVERY:** Backorders or failure to deliver within the time required may constitute default. Vendor must give written notice to ESTS, as soon as possible, of the reason for any delay and the expected delivery date. ESTS has the right to extend delivery if reasons appear valid. If the reason or delivery date is not acceptable, vendor is in default.
13. **DEFAULT:** All commodities furnished will be subject to inspection and acceptance by ESTS after delivery. Default in promised delivery or failure to meet specifications authorizes ESTS to cancel award or any portion of same, to reasonably purchase commodities or services elsewhere and to charge full increase, if any, in cost and handling to defaulting vendor. Applicable bonds may be forfeited.
14. **ETHICS:** *"It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a public contract upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business."* (Arkansas Code, Annotated, Section 19-11-708).

# ESTS

## BID CHECKLIST

The following list will be used to determine if the bid is complete.

BID INVITATION - Filled Out and Signed in ink (**the Original, No Copies**)

BID QUOTATION FORM - Completed

APPENDIX A - Each page initialed

APPENDIX B - Each page initialed and last page filled out, signed in ink, and notarized

ATTACHMENTS:

- Copy of Arkansas Dealers License
- Copy of Altoona Bus Testing Certification (Whole test must be provided)
- Copy of Bus Manufacturer's FMSVV Certification (or Certification that FMSVV does not apply)
- Copy of Buy America Certification
- Copy of DBE Approval Certification
- Copy of Debarment and Suspension Certification
- Copy of Lobbying Certification
- Copy of Overall Federal Regulation Compliance
- Copy of SAMS.gov Screenshot
- Brochure – Model(s) bid
- Floor Plan Drawings
- Weight Analysis for each floor plan
- TVM Certification
- Dealer Federal ID# for excluded party listing
- Dealer Full Name (same listed with Federal ID#)
- DUNS number

**BID QUOTATION SHEET**  
**Bid Number: ST 12-26**  
**24' Trolley Vehicle as Specified Hereinafter**  
*(All bid pricing shall be rounded to the nearest dollar (\$).)*

**Bid Price:** \$ \_\_\_\_\_ per unit

**Best Delivery time\* from receipt of order (number of calendar days):** \_\_\_\_\_

\*Delivery time will be considered when awarding this Bid.

**Vehicle Information**

**Year:** \_\_\_\_\_

**Make:** \_\_\_\_\_

**Model:** \_\_\_\_\_

**Warranty:** \_\_\_\_\_

**Warranty Center:** \_\_\_\_\_

**Warranty Information**

**Chassis:** \_\_\_\_\_

**Body/Conversion:** \_\_\_\_\_

**Other:** \_\_\_\_\_

For bid to be considered responsive all items on this Bid Quotation must be bid and a delivery date acceptable to the Eureka Springs Transit System (ESTS) must be stated. All exceptions, equals, or alternates must have prior written approval in accordance with Annex A of this Request For Bids. The ESTS reserves the right to reject bid pricing on any and all items.

The undersigned offers and agrees to furnish any and all items upon which prices are quoted, at the price set opposite each item.

**Business Name (Print):** \_\_\_\_\_

**Bidders Name (Print):** \_\_\_\_\_

**Title (Print):** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

The signature must be original and in ink. Unsigned bids will be rejected.

## **PURPOSE OF SPECIFICATIONS**

This item shall be a vehicle suitable for public transportation. The intent for these specifications is to set forth the minimum performance for a commercial body-on-chassis transit trolley. The vehicle shall be a standard production trolley, which will be used to transport the general public living in urban and rural areas. When equipped with an optional wheelchair lift and securement devices, this vehicle shall accommodate various seating combinations for both ambulatory and non-ambulatory passengers and will be required to operate on all types of neighborhood streets and rural roads in hilly terrain with frequent starts and stops.

All parts not specifically mentioned which are necessary in order to provide a complete vehicle shall, at a minimum, conform in strength, quality of material and workmanship to what is provided by the automotive industry generally. All equipment and parts shall be new and conform in strength; quality of material and workmanship to those approved by and generally utilized by the automotive industry and meets all applicable standards.

The vehicle manufacturer must strictly comply with chassis OEM standards and specifications for installation and application of all products, equipment, components, and any other items placed in or upon the chassis. Vehicle and modifications must comply with all Federal Motor Vehicle Safety Standards.

## **CLASSIFICATION OF VEHICLE CHASSIS AND SERVICE LIFE**

The most current production year model chassis available shall be used for this vehicle and shall be of the appropriate GVWR rating by the OEM to accommodate the final GVWR established for the completed unit by the after-market vehicle manufacturer. **At no time during the after-market manufacturing process shall the original chassis be modified in any way.**

**The useful life standard established for this vehicle is 12 years/200,000 miles, and requires the like-type model vehicle proposed to be, or have been, tested at the FTA Bus Testing Facility in this category or a higher service life category.**

## Primary Specifications

Access Plate	Shall install an access plate above fuel tank to allow easy access to fuel sender unit.
Air Conditioning	One in the front and the other in the back. The additional system shall provide an output of no less than 100,000 BTU. All hoses, fittings and clamps shall comply with SAE specification-J2064 Type D and be of a Quik-Click design or equivalent.
Aisle Width	Aisle width may vary according to seating configuration with a minimum of 15 inches.
Alignment	Full and complete front-end alignment shall be performed by an OEM authorized dealer service center after the manufacturing process has been completed and prior to delivery. Copy of the certificate shall be provided upon delivery.
Alternator	OEM Dual 150-amp alternators shall be supplied.
Battery System	Battery system shall be a dual battery system supplied with heavy duty commercial use batteries that provide a minimum 1250 CCA. The battery storage compartment shall be located in an enclosed compartment to the side of the vehicle incorporating a sliding tray for ease of access and shall not extend beyond or below a line horizontal to the stepwell.
Body Design	Body may be either a fiberglass reinforced plastic body incorporated structural steel reinforcements designed to meet all FMVSS requirements or a metal sheeting material attached to a structural safety cage designed to meet all FMVSS requirements. All joints shall comply with FMVSS 221.
Braking System	Wheel Brakes should be 4 wheel disc brakes that meet OEM for the GVWR of the vehicle. The Parking brake must be an air system that can be activated by the driver from the seat
Bumpers	Vintage cow catcher is to be retained in the front. Manufacturer shall install a rear bumper designed and built of a 12-gauge or heavier metal and mounted to the frame outward from the body so as to protect the rear body panels from a collision at 5 mph or less.
Chassis	27' Feet in length with a GVWR rating of 14,200 to 22,000 lbs. A Freightliner Chassis is preferred.
Cruise Control	The vehicle will be equipped with a standard OEM cruise control that will allow for high idle RPM.

Destination Signs	Luminator/Twin Vision electronically controlled LED front and side destination sign system. System shall include programming software or PCMCIA card.
Drive Shaft	Drive shaft will meet or exceed GVWR requirements and have Drive Shaft loops installed.
Engine	If possible, 6.6 Duramax or comparable Cummins Diesel Engine if available. Minimum HP of 260.
Engine Compartment	The engine compartment shall be full insulated with foil faced fire retardant barrier material. There will be a firewall of 11 gauge steel between engine compartment and passenger compartment. There shall be sufficient lighting for servicing in the engine compartment.
Entrance Door	Electrically Powered two-panel outward opening entrance door with a minimum clear center opening of 26" and a minimum height of 75" from lower step to door header. Door is operated by a dash mounted switch. Door shall also have an electric exterior opening system.
Emergency Exit Windows	Emergency exit windows shall be provided. Windows shall be designed and installed in compliance with FMVSS217 and be clearly labeled.
Exhaust System	Engine exhaust system shall be routed to exit the rear of the vehicle in front of the driver side rear tire in such a manner as to channel exhaust gases away from curbside passengers to the maximum extent possible.
Fare Box	<u>A fare box with a stand will be provided in the front of the vehicle within reach of the driver.</u>
Fast Idle	Engine fast idle control shall be provided to permit the driver to increase engine idle RPM to a preset RPM when the transmission is in PARK or NEUTRAL position and the parking brake is set. Idle speed should automatically return to normal when the brake is released, or transmission is put in gear.
Floor Cover	Floor covering shall be a rubber or vinyl with a minimum of 1/8" thickness under passenger seats and as supplied by OEM in the driver's area. Aisle covering shall be 3/16" thick ribbed. There shall be a 2" wide "STANDEE LIMIT" strip set into the ribbed aisle covering located at the rear of the driver's seat.
Floor Material	

	Floor shall be an exterior grade, 7 ply, water-resistant plywood being no less than ¾" inch in thickness and securely fastened to a metal rail sub floor.
Fuel Capacity	Fuel tank capacity shall be a minimum of 50 gallons located in a protected area under the floor.
Grab Rails Stepwell	Dual grab rail shall be installed adjacent to the entrance access to aide passengers with boarding. All rails will be spiral decorative brass.
Grab Rails Ceiling	Dual grab rails shall be installed in vehicle ceiling in passenger area to provide to provide a secure hold from the front to the rear of the vehicle. These rails will have leather grab straps attached. All rails will be spiral decorative brass.
Graphics	Exterior graphics will be an approved font and color. Graphics will say, "Eureka Springs Transit System" and the vehicle will be designated "No. 6"
Heater and Defroster	Heater/defroster shall be manufacturer's standard equipment and shall be augmented by additional auxiliary rear heater(s) to achieve and maintain an interior temperature of 65 F when the ambient temperature is 0 F. Heaters will have a shut-off valve.
Insulation	Fiberglass mats, high-density polystyrene or an approved equal shall be used to insulate the entire body, sides, front, rear and roof achieving an R-5 factor or greater rating.
Interior Finish	Interior finish shall be an oak or mahogany wood of sufficient thickness and durability or adequately supported to prevent buckling.
Lights, Exterior	Shall provide exterior dome clearance lights to be mounted in a recessed area or shall have an 'armor type' protection. Shall also provide mid-body and side turn signal lights. Exterior lighting shall be LED type to include the parking lights, brake lights, turn signals, backup lights and all clearance lights.
Lights, Interior	Interior lights shall be dome mounted with a minimum of four (4) passenger courtesy and one (1) driver courtesy light. There shall be shielded or recessed stepwell lights.
Manual	Shall provide an "as built" service manual in an electronic form on a compact disc that shall be in MS Word or Adobe Format.

Metal and Metal Fasteners	All metal and metal fasteners, including any required nuts and washers, used in the manufacturing process shall be rust and corrosive resistant. Metal and metal screws exposed to the outside environmental elements shall be stainless steel or approved equal to the extent possible.
<b>Mirrors, External</b>	Front side mirrors will be video mirror system designed for Transit Busses. A Luminator or comparable system with a standard view and a fisheye view. These will be attached to front posts of the right and left front for the driver to see.
Mirrors, Internal	Interior convex rear-view mirror shall be mounted above the windshield to provide driver full view of the bus interior. <b>The mirror will be mounted with a swivel point and will be adjustable.</b>
Miscellaneous	(1) Pull cord stop request system with touch tape at the wheelchair stations; (2) Stretched chassis will not be accepted; and (3) A weight analysis must accompany each bid along with a certificate stating that the unit bid meets all applicable Federal Motor Vehicle Safety Standards.
Paint Exterior	Solid Paint Exterior DuPont Green 1317 to match other vehicles in fleet.
Placard	A placard shall be installed in a location clearly visible to the driver stating the maximum height restriction for the vehicle.
Radio	Shall provide an AM/FM/CD radio with public address mode and weather resistant external speaker. Radio shall have four or more speakers installed in locations to provide uniform sound within the passenger area. External speaker shall have a separate on/off switch.
Rear Axle	<b>The rear axle should have a ratio of at least 5.46 to one or higher</b> to accommodate our hilly terrain.
Rust proofing	Rust proofing shall be applied to the entire underbody, including wheel housing. Undercoating shall be TST, Kendall Seal N' Sound or approved equal.
Safety Back-up Camera	

	A safety backup camera will be installed with a minimum 4" screen in the driver's area. Camera shall be in a recessed area or have a guard to protect it.
Safety Tape	Reflective safety tape shall be applied below the passenger window area on both the right and left sides and on the rear of the vehicle. Tape shall be 2" wide, high intensity white reflective type.
Seat - Driver	Driver's seat shall be a Air Ride Driver Seat with a right flip-up armrest and adjustable lumbar support or approved equal. Seat shall have a map pocket. Upholstery material shall be a CMI Medallion vinyl or approved equal. Seat will be black in color.
Seats - Passengers	Seats shall be vintage oak slat style. Seat bottoms will have cushions for passenger comfort. Color will be a Kelly Green. <b>Minimum Fixed seating capacity shall be twenty eight (28) including driver.</b>
Seats - Fold-a-ways	Two (2) fold-a-way seats mounted over left-hand wheelchair stations. Folding seats will be also work slat seats with Kelly green cushions on the bottom. <b>Fold-a-way seating capacity shall be at least four (4).</b>
Seating Diagram	Preferred seating and body diagram is enclosed with these specifications. Bidding vendors <u>shall supply</u> a seating and body diagram with their bid.
Steering Column	Steering column will be a Tilt/Telescopic Steering column.
Tires and Wheels	Shall be the OEM's premium tubeless all-season radials rated for the size and GVW, <u>also to include a spare tire and wheel</u> of the same OEM type. No carrier is required for the spare tire. Wheels will be black in color with no hub caps.
Suspension	Suspension system shall be load rated and heaviest duty available for the GVW of the vehicle provided. Stabilizer bars shall be provided on front. Rear axle suspension enhancement system MorRyde or approved equal shall be installed to improve the ride quality.
Transmission	Transmission shall be automatic shift of the type recommended by manufacturer with a heavy-duty external transmission oil cooler with a fan. A backup alarm controlled by transmission shift control in the reverse position.
Web Cutter	Premium web cutter shall be supplied with each vehicle shall be mounted in a highly visible location in the driver's area and labeled "Seat Belt & Wheelchair Securement Belt Cutter".

Wheel Housing	Wheel housing shall be no less than 16-gauge steel or equivalent gauge aluminum.
Wheelchair lift	An ADA lift will be mounted, access on the right. Lift must be fully compliant with all ADA and FMVSS requirements and specifications. The lift shall be a Braun, Ricon or approved equal and of a type and design which provides minimum visual obstruction for the driver and have at least a 1000 lb. capacity. ADA decals shall be affixed to the outside of the vehicle as is appropriate.
Wheelchair System	Securement Two (2) wheelchair securement systems will be provided on the left side accessible through the ADA lift. All wheelchair tie-down systems shall have self-tensioning retractors and have a button type floor system. The lap/shoulder belts shall also have retractors. Storage pouches designed to accommodate restraint belts shall be provided and shall be affixed to the inside of the vehicle. Securement systems shall be a button Q'Straint, Sure-Lok or approved equal.
Windows	All windows and windshields will be in accordance with FMVSS571.205. All passenger windows will be tinted with no less than 30% light transmission. All glass will be tempered safety glass.
Wipers and Washers	Windshield wipers/washers shall be manufacturer's standard OEM, heavy duty, intermittent and located below the window.
Wiring	Master electric panel easily accessible. Body wiring harness shall have color, function and number coded wire. All wiring harnesses shall be tested prior to installation inside the body and shall be inspected after installation to assure electrical systems and lights are functioning properly.

**Federal Transit Administration Grant Programs  
APPENDIX A TO INVITATION FOR BID (IFB)  
TERMS, CONDITIONS, AND PROVISIONS**

**All Bidders will adhere to the following terms, conditions, and provisions:**

**Legal Requirements:** Bidders must possess, and be in compliance with, all local, state, and federal licensing and other legal requirements for the distribution and/or sales of the motor vehicles and other products proposed; and, shall submit a copy of the Arkansas Dealers License, Altoona Bus Testing Certification, Buy America documentation, and Bus Manufacturer's Certification or other documentation as may be required.

**Signatures:** All bidders must complete the Bid Quotation Form by providing all required. Each page of the Appendix A and B must be initialed and returned with the bid quotation. The Required Federal Certifications and Contractual Provisions (Appendix B) must be executed by completing and signing the last page in ink and be attested by a Notary Public.

**Specification Detail:** All bidders must provide the manufacturer's specifications in sufficient detail to determine compliance with all specifications set-forth in the advertisement for bids for chassis, body and accessories. The bidder must provide floor plan drawings of the proposed vehicle-seating configuration and weight analysis.

**Warranty and Service Center:** All bidders must have, and identify, a warranty and service location in Arkansas and staffed with factory trained personnel for all vehicles and major component equipment proposed. Further, the bidder must be able to perform or have performed warranty and service on all items not covered by original equipment manufacturer's warranty. Any such facility must have an adequate supply of parts to cover vehicle body components and related equipment (i.e., windows, seats, electrical system and lights, air conditioning, wheelchair lifts and tie down equipment).

**Deviation from Specifications:** Any deviation from specifications must be explained in detail in accordance with prescribed procedures for requesting approved alternates to the specifications. Otherwise, it will be considered that labor, materials, and equipment bid is in strict compliance with the specifications and the successful Bidder will be held responsible for meeting the specifications. The request shall specifically refer to the applicable specification paragraph.

**Bid Modification or Withdrawal:** A bid may be modified or withdrawn by the bidder's authorized representative, in person, or by written notice prior to the date/time set for bid opening. If bids are modified or withdrawn in person, the authorized representative shall make his identity known and shall sign a receipt for the bid. Written notices shall be received in the office designated in the ESTS' Bid Invitation form, no later

than the exact date/time for bid opening. After the sealed price proposals are opened, bids may not be withdrawn for 60 calendar days.

**Questions:** A bidder may discuss these specifications and any addenda with the authorized representative of ESTS. Such discussions do not, however, relieve bidders of the responsibility of submitting written, documented requests as required by these procedures. Any bidder in doubt as to the true meaning of any part of this IFB or related documents may submit a written request to ESTS for interpretation thereof.

**Alternates, Clarifications, or Exceptions:** A bidder may submit, to ESTS, requests for approved alternates, clarifications, or exceptions to the specifications.

**Bid Preparation:** Bidders shall submit one (1) copy of their bid on the prescribed form provided in this IFB along with standard floor plan schematics for the ramp equipment versions, as applicable, and all other information, material, and certifications as required by this IFB. It must be plainly marked by the bidder who will be responsible for their completeness and accuracy. All blank spaces must be filled in or noted in ink or typed or bids will be rejected. Bids having erasures or corrections must be initialed in ink by the bidder. All forms contained herein are to be completed and signed by the Authorized Signee. No changes shall be made in the wording on the forms. Bids shall be in the units specified for each item. The bidder shall enter the company name wherever so indicated and shall sign wherever so indicated. All bids must be submitted in a sealed envelope, addressed, and mailed or delivered as stated in the ESTS's Bid Invitation form.

**Responsibility:** ESTS will make an award only to a responsible bidder possessing the ability to perform successfully under the terms, conditions and provisions herein, as well as, the certifications required. The lowest responsive bidder must possess the ability to perform successfully and a willingness to comply with the terms, conditions, and provisions of a proposed contract. Prospective contractors must meet all of the following: financial resources adequate to perform the contract; ability to meet the required delivery schedule; satisfactory performance record; satisfactory record of integrity and business ethics; necessary organization, experience, accounting, and operational controls, and technical skills; compliance with applicable licensing and tax laws and regulations; necessary production, construction, and technical equipment and facilities, or the ability to obtain them; and, other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulation.

**Inquires:** Any inquiry relating to the technical aspects of the specifications should be directed to: Kenneth "Smitty" Smith, Eureka Springs Transit System, Director, 137 W. Van Buren, Eureka Springs, AR 72632, telephone (479) 253-9572, FAX (479) 253-8272, Email: [smitty@eurekaspringsar.gov](mailto:smitty@eurekaspringsar.gov).

**Protests:** Protests to any decision made by ESTS may be filed in writing with ESTS; bidders must submit full documentation as to the nature of the protest and/or reasons why the action of ESTS has inhibited competition or violated its procurement regulations within fourteen (14) calendar days.

**The successful Bidder upon award will adhere to the following terms, conditions, and provisions:**

**Term of Purchase Agreement:** The bid award prices subsequent to this bid shall be for the purchase of one (1) unit with a possibility for two (2), for a period commencing with the date of award through December 31, 2027. This contract may be extended for up to two (2) years upon mutual agreement of the parties on or before the above date of termination.

**Pre-Delivery Inspection:** The transit vehicle shall be delivered to the dealership that is awarded a contract by the ESTS complete with all necessary accessories and equipment, manufacturer's certificate of origin, safety inspection, and shall be ready for operation. Upon delivery of the transit vehicle to the dealership, ESTS shall be notified so that the transit vehicle can be inspected and tested before final delivery to ESTS. ESTS shall not be deemed to have accepted any transit vehicle until it has successfully passed all such tests and inspections in the sole and absolute opinion of the ESTS. ESTS will notify the dealership in writing within 15 working days of receipt if the transit vehicle has/ has not been accepted. A letter of non-acceptance or a Motor Vehicle Report will furnish details of the deficiencies.

**Delivery:** Bid prices shall include delivery of all vehicles to the Eureka Springs Transit System, 137 W. Van Buren, Eureka Springs, AR 72632, include the regular warranty, any Arkansas motor vehicle safety inspection required, and service regularly furnished on new vehicles sold to the public. Delivery shall be determined by signed receipt of the ESTS's designated representative at the point of delivery indicated above and may be preceded by an inspection of the unit. The vehicle shall be delivered **within the stated Delivery Time on the Bid Quotation Form** following receipt of ESTS purchase order.

**Fuel Level at Delivery:** All vehicles shall be delivered to the F.O.B. location with the fuel tank containing no less than one-quarter full according to the fuel gauge.

**Delay in Delivery:** In the event of delivery of completed transit vehicle purchased under this contract shall be necessarily delayed because of strike, injunctions, government controls, pandemics, weather, or by reason of any other cause or circumstance beyond the control of the Bidder, the time of completion of delivery shall be extended by mutual agreement between ESTS and the Bidder.

**Demonstration:** ESTS reserves the right to test drive make and model of vehicles bid on prior to a contract being awarded. Samples may be demonstrator models with equipment similar, but not necessarily identical, to that listed in this specification.

**Federal Register Standard:** Any equipment furnished on a vehicle purchased under this specification for which "Federal Register Standard" has been established at time of delivery shall comply with the requirements of applicable standard and all equipment required by said standard shall be furnished whether or not it is specifically mentioned in this specification.

**Operator's Manual:** The successful bidder shall furnish copy of Operator's Manual published by vehicle manufacturer with each vehicle delivered.

**Advertisements:** No dealer advertisement shall be affixed to the vehicle.

**Service:** Each vehicle shall be completely serviced, cleaned and thoroughly inspected (in accordance with manufacturer's required or recommended pre-delivery service) just prior to delivery to ESTS.

**Vehicle OEM Warranty** - The successful bidder shall not allow any contractors/manufacturers to perform any manufacturing process, component installation, or take any other action which will violate or otherwise cause the vehicle OEM to withdraw their full and complete warranty.

**Warranties:** The successful bidder shall furnish all warranty data for each vehicle delivered, as well as any warranty data for non-OEM components installed. The warranty data shall contain all necessary information such as make, model, serial number, etc., and shall be appropriately executed and assigned at the time vehicle is delivered to ESTS.

**Documents:** The successful bidder shall furnish, at the time of delivery to ESTS, all necessary documents required for titling and licensing the vehicle in accordance with all law and regulations. An original invoice to Eureka Springs Transit System, 137 W. Van Buren, Eureka Springs, AR 72632 must also be included. **Titling and licensing documents must reflect a first lien in favor of Arkansas Department of Transportation (Department) Public Transportation Programs Section, PO Box 2261, Little Rock, AR 72203.**

**Compliance:** The vehicle shall conform in all respects to the applicable Motor Vehicle Laws of the State of Arkansas. The vehicle shall also, at a minimum, conform to applicable Federal Motor Vehicle Safety Standards (FMVSS).

**Certification Tag:** The dealer or manufacturer shall affix a certification tag inside the vehicle that states the actual passenger design capacity including the driver.

**Eureka Springs Transit System (ESTS) shall adhere to the following:**

**Payment Schedule:** ESTS shall make payment in full within thirty (30) calendar days after acceptance of each unit provided that the Bidder has submitted an advance notice of invoice fifteen (15) calendar days prior to delivery of the vehicle and an official final invoice upon delivery. Bidder shall make the "Certificate of Origin" in the name of organization stipulated in ESTS's Purchase Order.

**Qualifications for Award:** The award, if any, shall be the lowest priced responsive and responsible bidder. Responsible bidders shall be determined, in part, through the following criteria. The bidder must be a person, firm or corporation that: a) Has in operation, or has the capability to have in operation, a licensed dealership or manufacturing plant adequate to assure delivery of all equipment within the time specified under this contract; b) Has adequate engineering and/or service personnel or has the capability to have such personnel to satisfy any engineering or service problems that may arise during the warranty period; c) Has the necessary facilities and financial resources, or has the capability to obtain such facilities and resources, to complete the contract in a satisfactory manner within the required time.

**Investigations:** ESTS has the right to make such investigations as it may deem necessary to establish the competency and financial ability of any Bidder to perform the work. If, after the investigation, the evidence of competency and financial ability is not satisfactory, ESTS reserves the right to reject the Bid.

**Bidder Review Procedures:** All sections of this IFB and all supplementary documents are essential parts of the bid award and performance contract and requirements occurring in one or as though occurring in all. These specifications and all other clauses in their entirety shall be included in, and made a part of, the contract between ESTS and the successful bidder.

**Interpretation, Changes, and Modifications:** Any interpretation, change, or modification made to the specifications by ESTS will be made only by a written addendum. A copy of such addendum will be mailed or delivered to each bidder receiving a set of documents and shall be applicable to all respective bidders.

**Bid Postponement and Amendment:** ESTS reserves the right to revise or amend the specifications. Such revisions and amendments, if any, shall be announced by addenda to this solicitation. Copies of such addenda shall be furnished to all prospective bidders. If the revisions and amendments require changes in quantities or prices bid, or both, the date set for opening bids may be postponed by such number of days as, in the opinion of the

ESTS shall enable bidders to revise their bids. In any case, bid opening shall be at least 5 working days after the last addendum, and the addendum shall include an announcement of the new date, if applicable, for opening bids.

**Public Bid Opening:** Bids shall be publicly opened and read aloud at the time and place indicated in the ESTS Bid Invitation. Their content, including documents marked proprietary, shall be made public for the information of bidders and other interested parties, who may be present, either in person or by representatives.

**Award of Contract:** Any award will be made by written notice to the successful Bidder within sixty (60) calendar days after the opening of the bids. Bids must therefore remain valid for sixty (60) calendar days from date of the bid opening.

**Responsiveness:** ESTS shall determine responsiveness by the Bidder's adherence to the specifications as defined herein or by addenda; completeness of bid, and satisfactory submittal of fully executed bid forms and certifications and bid and performance bonds. Responsiveness to this bid shall also be determined by the Bidder's substantiation of qualifications, including consideration of past performance.

**Bid Rejection:** ESTS reserves the right to waive any and all minor bid informalities or irregularities received, or to reject, for good and compelling reasons, any and all bids submitted. Conditional bids, or those which make exceptions to the specifications, will be considered nonresponsive and will be rejected.

**Single Bid Response:** If only one bid is received in response to the invitation for bids, a detailed cost proposal may be requested of the single bidder. A cost/price analysis and evaluation and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable.

**Addenda:** Addenda issued by ESTS prior to the bid opening shall be binding as if written into the original IFB.

**Bid Evaluation Criteria:** Acceptance of any bid is subject to the approval of the Arkansas Department of Transportation (Department). The Department shall review and evaluate all bids submitted.

**Arkansas Department of Transportation  
Local Programs Division  
Public Transportation Programs Section  
The Following FTA Clauses / Certifications are required for Rolling Stock**

The Contractor shall comply with the following FTA requirements for Third-Party Contracts.

Clause	Contractor's Initials
1. ACCESS TO RECORDS AND AUDITS (49 U.S.C. § 5325(g), 2 CFR § 200.337 & MA 33 § 9	_____
2. BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352 & 2 CFR Appendix II (I))	_____
3. CHANGES TO FEDERAL REQUIREMENTS (MA 33 § 3(i)(6))	_____
4. CIVIL RIGHTS, NONDISCRIMINATION, AND DBE REQUIREMENTS (49 CFR §§ 26.13 and 26.29; MA 33 § 12))	_____
5. CLEAN AIR (42 U.S.C. 7401-7671q, 2 CFR Appendix II (G)) and Water Acts (33 U.S.C. 1251-1387 & 2 CFR 200 Appendix II (G))	_____
6. DEBARMENT AND SUSPENSION (2 CFR 180.220 & 2 CFR 200 Appendix II (H); MA 33 § 4(h)(4) & § 39(b))	_____
7. DISTRACTED DRIVING (74 Fed. Reg. 51225, 23 U.S.C. § 402 note, Executive Order 13513, U.S. DOT Order 3902.10 & MA 33 §34(b))	_____
8. DOMESTIC PREFERENCES FOR PROCUREMENTS (2 CFR 184, 2 CFR 200.322 & 2 CFR Appendix II (L)) (Note: This is separate from Buy America.)	_____
9. FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS (MA 33 § 4(g))	_____
10. NOTIFICATION OF FRAUD, WASTE, ABUSE OR MISCONDUCT TO THE U.S. DOT INSPECTOR GENERAL (False Claims Act, 31 U.S.C. § 3729 et seq. & MA 33 §39(b))	_____
11. PATENT RIGHTS AND INVENTIONS DEVELOPED UNDER FEDERALLY ASSISTED AGREEMENTS (35 U.S.C. §§ 200–212, 37 CFR Part 401, MA 33 §17 & 2 CFR 200 Appendix II (F))	_____
12. PROCUREMENT OF RECOVERED MATERIALS (40 CFR 247, 2 CFR 200.323 & 2 CFR Appendix II (J))	_____
13. PROHIBITION ON COVERED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT OR SERVICES (2 CFR 200.16, 2 CFR Appendix II (K))	_____
14. REMEDIES FOR BREACH OF CONTRACT (2 CFR 200 Appendix II (A))	_____
15. SEAT BELT USE (62 Fed. Reg. 19217, 23 U.S.C. § 402 note, Executive Order 1304 & MA 33 § 34(a)	_____
16. SPECIAL NOTIFICATION REQUIREMENTS FOR STATES (MA 33 §37)	_____
17. TERMINATION CLAUSES (2 CFR Appendix II (B))	_____
18. TRAFFICKING IN PERSONS (MA 33 §4)	_____

## Overall Federal Regulation Compliance

All contractual provisions required by the Arkansas Department of Transportation (ARDOT), as set forth in FTA Circular 4220.1G dated January 17, 2025, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with ARDOT requests which would cause ARDOT to be in violation of the FTA terms and conditions.

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Printed Name of Company/Organization

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Printed Name of Authorized Agent

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Signature of Authorized Agent

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Title of Authorized Agent

# FEDERAL CLAUSES / CERTIFICATIONS REQUIRED FOR ROLLING STOCK

## ACCESS TO RECORDS AND AUDITS

Types of Records. The Recipient agrees to retain, and will require its Third-Party Participants to retain, complete and readily accessible records related in whole or in part to the Underlying Agreement, including, but not limited to, data, documents, reports, statistics, subagreements, leases, third-party contracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.

Retention Period. The Recipient agrees to comply with the record retention requirements in the applicable U.S. DOT Common Rule. Records pertaining to its Award, the accompanying Underlying Agreement, and any Amendments thereto must be retained from the day the Underlying Agreement was signed by the authorized FTA official through the course of the Award, the accompanying Underlying Agreement, and any Amendments thereto until three years after the Recipient has submitted its last or final expenditure report, and other pending matters are closed.

Access to Recipient and Third-Party Participant Records. The Recipient agrees, and assures that each Subrecipient, if any, will agree to:

- (1) Provide, and require its Third-party Participants at each tier to provide, sufficient access to inspect and audit records and information, including such records and information the Recipient or its Third-party Participants may regard as confidential or proprietary, related to its Award, the accompanying Underlying Agreement, and any Amendments thereto to the U.S. Secretary of Transportation or the Secretary's duly authorized representatives, to the Comptroller General of the United States, and the Comptroller General's duly authorized representatives, and to the Recipient and each of its Subrecipients;
- (2) Permit those individuals listed above to inspect all work and materials related to its Award, and to audit any information related to its Award under the control of the Recipient or Third-Party Participant within books, records, accounts, or other locations; and
- (3) Otherwise comply with 49 U.S.C. § 5325(g), and federal access to records requirements as set forth in the applicable U.S. DOT Common Rules.

Access to the Sites of Performance. The Recipient agrees to permit, and to require its Third-party Participants to permit, FTA to have access to the sites of performance of its Award, the accompanying Underlying Agreement, and any Amendments thereto, and to make site visits as needed in compliance with the U.S. DOT Common Rules.

Closeout. Close out of the Award does not alter the record retention or access requirements of this section of this Master Agreement.

## BYRD ANTI-LOBBYING AMENDMENT

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

## CHANGES TO FEDERAL REQUIREMENTS

Notice to Third-party Participants. The Recipient agrees to include notice in each Third-Party Agreement that:

- (i) 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
- (ii) Applicable changes to those federal requirements will apply to each Third-Party Agreement and parties thereto at any tier.

## CIVIL RIGHTS, NONDISCRIMINATION, AND DBE REQUIREMENTS

*Civil Rights Requirements.* The Recipient agrees that it must comply with applicable federal civil rights laws, regulations, and requirements, and follow applicable federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Recipient or a federal program, including the Indian Tribe Recipient or the Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with each civil rights statute, including compliance with equity in service requirements.

*Nondiscrimination in Federal Public Transportation Programs.* The Recipient agrees to, and assures that it and each Third-Party Participant will:

Prohibit discrimination based on race, color, religion, national origin, sex (including sexual orientation), disability, or age.

Prohibit the:

Exclusion from participation in employment or a business opportunity for reasons identified in 49 U.S.C. § 5332;

Denial of program benefits in employment or a business opportunity identified in 49 U.S.C. § 5332; or

Discrimination identified in 49 U.S.C. § 5332, including discrimination in employment or a business opportunity identified in 49 U.S.C. § 5332.

Follow:

The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance; but

FTA does not require an Indian Tribe to comply with FTA program specific guidelines for Title VI when administering its Underlying Agreement supported with federal assistance under the Tribal Transit Program.

*Nondiscrimination – Title VI of the Civil Rights Act.* The Recipient agrees to, and assures that each Third-Party Participant will:

Prohibit discrimination based on race, color, or national origin,

Comply with:

Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, et seq.;

U.S. DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964,” 49 CFR Part 21, including any amendments thereto; and Federal transit law, specifically 49 U.S.C. § 5332; and

Follow:

The most recent edition of FTA Circular 4702.1, “Title VI Requirements and Guidelines for Federal Transit Administration Recipients,” to the extent consistent with applicable federal laws, regulations, requirements, and guidance;

U.S. DOJ, “Guidelines for the enforcement of Title VI, Civil Rights Act of 1964,” 28 C.F.R. § 50.3; and

All other applicable federal guidance that may be issued.

*(d) Equal Employment Opportunity.*

(1) *Federal Requirements and Guidance.* The Recipient agrees to, and assures that each Third-party Participant will, prohibit discrimination based on race, color, religion, sex, sexual orientation, or national origin, and:

Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, et seq.;

Comply with Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, et seq.;

Comply with federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of this Master Agreement;

FTA Circular 4704.1 “Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients;” and

Follow other federal guidance pertaining to EEO laws, regulations, and requirements.

(2) *Indian Tribes.* The Recipient agrees to and assures that each Third-Party Participant will recognize that Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of “Employer”.

(e) *Disadvantaged Business Enterprise.* To the extent authorized by applicable federal laws, regulations, or requirements, the Recipient agrees to facilitate, and assures that each Third-Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as “Disadvantaged Business Enterprises” (DBEs), in the Underlying Agreement as follows:

(1) *Statutory and Regulatory Requirements.* The Recipient agrees to comply with:

(i) Section 11101(e) of IIJA;

(ii) U.S. DOT regulations, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial

Assistance Programs,” 49 CFR Part 26, including any amendments thereto; and

(iii) Federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of this Master Agreement.

## CLEAN AIR

*Clean Air Act (42 U.S.C. §§ 7401 – 7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 – 1388), as amended.* Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-federal award to agree 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 – 1388). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

## DEBARMENT AND SUSPENSION

*Debarment and Suspension (Executive Orders 12549 and 12689). A covered transaction (see 2 C.F.R. §§ 180.220 and 1200.220) must not be entered into with any party listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (31 U.S.C. § 6101 note, 51 Fed. Reg. 6370,) and 12689 (31 U.S.C. § 6101 note, 54 Fed. Reg. 34131), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Recipient agrees to include, and require each Third-party Participant to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third-party Participant:*

- (1) Complies with federal debarment and suspension requirements; and
- (2) Reviews the SAM at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 CFR Part 1200.

## DISTRACTED DRIVING

Distracted Driving, Including Text Messaging While Driving. The Recipient agrees to comply with:

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

## DOMESTIC PREFERENCES FOR PROCUREMENTS

Except as the Federal Government determines otherwise in writing, the Recipient agrees to comply with FTA’s U.S. domestic preference requirements and follow federal guidance, including:

- (a) *Buy America*. The domestic preference procurement requirements of 49 U.S.C. § 5323(j), and FTA regulations, “Buy America Requirements,” 49 CFR Part 661, to the extent consistent with 49 U.S.C. § 5323(j);

(b) *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.

(c) *Cargo Preference—Use of United States-Flag Vessels*. 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. 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.

(d) *Fly America*. The air transportation requirements of Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. § 40118, and U.S. General Services Administration (U.S. GSA) regulations, “Use of United States Flag Air Carriers,” 41 C.F.R. §§ 301-10.131 – 301-10.143.

(e) *Uniform Administrative Requirements*. Compliance with FTA’s “Buy America Requirements,” 49 CFR Part 661, and “Buy America Preferences for Infrastructure Projects,” 2 CFR Part 184, as described in this Master Agreement shall be deemed to satisfy 2 CFR § 200.322, “Domestic Preferences for Procurements.”

(f) *Limitation on Certain Rolling Stock Procurements*. The Recipient will comply with the limitation on certain rolling stock procurements at 49 U.S.C. § 5323(u).

## FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

### (1) *Transactions Prohibited*.

(i) The Recipient agrees that, prior to entering into any Third-Party Agreement with any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, the Recipient will obtain from the prospective Third-Party Participant a certification that the Third-Party Participant—

(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.

(ii) If the prospective Third-Party Participant cannot so certify, the Recipient agrees to refer the matter to FTA and not to enter into any Third-party Agreement with the Third-Party Participant without FTA’s written approval.

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

## NOTIFICATION OF FRAUD, WASTE, ABUSE OR MISCONDUCT TO THE U.S. DOT INSPECTOR GENERAL

*Notification to FTA; Flow Down Requirement.* 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) *Additional Notice to U.S. DOT Inspector General.* 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, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. 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. In this paragraph, “promptly” means to refer information without delay and without change. This notification provision applies to all divisions of the Recipient, including divisions tasked with law enforcement or investigatory functions.

## PATENT RIGHTS AND INVENTIONS DEVELOPED UNDER FEDERALLY ASSISTED AGREEMENTS

(a) *General.* The Recipient agrees that:

(1) Depending on the nature of the Underlying Agreement, the Federal Government may acquire patent rights when the Recipient or Third-Party Participant produces a patented or patentable invention, improvement, or discovery;

(2) The Federal Government’s rights arise when the patent or patentable information is conceived or reduced to practice with federal assistance provided through the Underlying Agreement; or

(3) When a patent is issued or patented information becomes available as described in the preceding section 17(a)(2) of this Master Agreement, the Recipient will notify FTA immediately and provide a detailed report satisfactory to FTA.

(b) *Federal Rights*. The Recipient agrees that:

(1) Its rights and responsibilities and each Third-Party Participant's rights and responsibilities in that federally assisted invention, improvement, or discovery will be determined as provided in applicable federal laws, regulations, requirements, and guidance, including any waiver thereof; and

(2) Unless the Federal Government determines otherwise in writing, irrespective of its status or the status of any Third-party Participant as a large business, small business, state government, state instrumentality, local government, Indian tribe, nonprofit organization, institution of higher education, or individual, the Recipient will transmit the Federal Government's patent rights to FTA, as specified in 35 U.S.C. § 200, et seq., and U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.

(c) *License Fees and Royalties*. Consistent with the applicable U.S. DOT Common Rules, the Recipient agrees that license fees and royalties for patents, patent applications, and inventions produced with federal assistance provided through the Underlying Agreement are program income, and must be used in compliance with applicable federal requirements.

## PROCUREMENT OF 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.

## PROHIBITION ON COVERED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT OR SERVICES

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).
  - i. 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).
  - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
  - iii. Telecommunications or video surveillance equipment or services procured 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. See also § 200.471.

## REMEDIES FOR 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.

## SEAT BELT USE

*Seat Belt Use.* The Recipient agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by:

(1) Adopting and promoting 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; and

(2) Including a "Seat Belt Use" provision in each third-party agreement related to the Award.

## SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

(a) *Types of Information.* 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.

## TERMINATION CLAUSES

### 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 affected 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.

## TRAFFICKING IN PERSONS

### *Trafficking in Persons*

(1) *Legal Authorities.* The Recipient agrees to comply and assures the compliance of each Subrecipient, with federal requirements and guidance, including:

- (i) Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended, 22 U.S.C. § 7104(g); and
- (ii) The terms of this section 4(f), which have been derived from U.S. OMB regulatory guidance, "Award Term for Trafficking in Persons," 2 CFR Part 175, per U.S. OMB's direction.

(2) *Definitions.* The Recipient agrees that for purposes of this section 4(f):

(i) *Employee* means either an individual who is employed by the Recipient or a Subrecipient, and is participating in a Project or related activities as set forth in the Underlying Agreement, or another person who is participating in a Project or related activities as set forth in the Underlying Agreement and is not compensated by the Recipient, including, but not limited to, a volunteer, or an individual whose services are contributed by the Recipient or Third-party Participant as an in-kind contribution toward the cost sharing requirements of the Recipient's Underlying Agreement.

(ii) *Forced labor* means labor obtained by recruitment, harboring, transportation, provision, or other means of obtaining a person for labor or services through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

(iii) *Private entity* means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25, and includes a for-profit organization, or a nonprofit organization, including any nonprofit organization of higher education, hospital, or tribal organization other than one included in the definition of Indian Tribe at 2 CFR § 175.25(b).

(iv) *Severe forms of trafficking in persons* has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102.

(v) *Commercial sex act* has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102.

(vi) *Coercion* has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102.

(3) *Provisions Applicable to All Recipients.* The Recipient agrees to, and assures that its Subrecipients will:

(i) *Provide Information.* Inform FTA immediately of any information it receives from any source alleging a violation of the prohibitions listed in section 4(f)(4) of this Master Agreement; and

(ii) *Subagreement Provision.* Include the following provision in any subagreement it enters into with a private entity as defined above in section 4(f)(2)(iii) of this Master Agreement: *XXX agrees that it and its employees that participate in the Recipient's Award, may not: Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect, Procure a commercial sex act during the period of time that the Recipient's Award is in effect, or Use forced labor in the performance of the Recipient's Award or subagreements thereunder.*

(4) *Provisions Applicable to a Private Entity Recipient.* If the Recipient is a private entity, it agrees that:

(i) *Prohibitions.* It, its employees, its Subrecipients, and its Subrecipients' employees that participate in the Underlying Agreement will not:

(A) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Underlying Agreement is in effect;

(B) Procure a commercial sex act during the period of time that the Recipient's Underlying Agreement is in effect; or

(C) Use forced labor in the performance of the Recipient's Underlying Agreement or subagreements.

(ii) *Termination of Federal Assistance.* Section 106(g) of the TVPA, as amended, 22 U.S.C. § 7104(g), and U.S. OMB regulatory guidance, "Award Term for Trafficking in Persons," 2 CFR Part 175, provide FTA the right to unilaterally terminate the Underlying Agreement for a violation of that Act without penalty to the Federal Government, if FTA determines that the private entity Recipient or its Subrecipient:

(A) Has violated a prohibition described above in section 4(g)(4)(i) of this Master Agreement; or

(B) Has an employee whose conduct is determined to have violated a prohibition described above in section 4(g)(4)(i) of this Master Agreement because that employee's conduct is either:

a. Associated with the performance of the Recipient's Underlying Agreement; or

b. Imputed to the Recipient or Subrecipient using the standards of due process for conduct of an individual to an organization provided in:

- i. U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 CFR Part 1200; or
- ii. U.S. OMB regulatory guidance, “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 CFR Part 180.

(5) *Provisions Applicable to a Recipient That is Not a Private Entity.* A Recipient that is not a private entity agrees that section 106(g) of the TVPA, as amended, 22 U.S.C. § 7104(g), and U.S. OMB regulatory guidance, “Award Term for Trafficking in Persons,” 2 CFR Part 175, provides FTA the right to unilaterally terminate the Underlying Agreement, without penalty to the Federal Government, for a violation of that Act if FTA determines that:

(i) A private entity that is the Subrecipient of the Recipient is determined to have engaged in severe forms of trafficking in persons during the period of time that the Recipient’s Underlying Agreement is in effect; procured a commercial sex act during the period of time that the Recipient’s Underlying Agreement is in effect; or used forced labor in the performance of the Recipient’s Underlying Agreement or subagreements thereunder; or

(ii) An employee of a private entity that is the Subrecipient has engaged in severe forms of trafficking in persons during the period of time that the Recipient’s Underlying Agreement is in effect; procured a commercial sex act during the period of time that the Recipient’s Underlying Agreement is in effect; or used forced labor in the performance of the Recipient’s Underlying Agreement or subagreements thereunder, and whose conduct described above is associated with the performance of the Recipient’s Underlying Agreement; or is imputed to the Subrecipient using the standards for due process to impute the conduct of an individual to an organization as provided in U.S. OMB regulatory guidance, “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 CFR Part 180, and U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 CFR Part 1200.

(6) *Remedies Other Than Termination of Federal Assistance.* The Recipient agrees that FTA’s right to terminate federal assistance as provided in the TVPA and in sections 4(f)(4)(ii) and 4(f)(5) are in addition to all other remedies for noncompliance available to the Federal Government under this Master Agreement.