LIFT Community Action Agency, Inc.

Rebecca Reynolds, Executive Director
David Hawkins, Board Chairman

Request for Proposals
for
Vendors to provide and deliver U.S.D.A. compliant food, food related products and/or milk and diary products

RFP Issued:	**June 27, 2024**
Responses Due:	**July 24, 2024 3:00 p.m.**
Award Notifications:	**August 2, 2024**

Contact: **Amy Wilson**
(580) 372-2661
Amy.Wilson@LiftCA.org

1. INTRODUCTION

LIFT Community Action Agency ("LIFT CA" or "LIFT") is issuing this Request for Proposals ("RFP") to solicit responses from qualified and experienced vendors to provide and deliver, high quality, USDA compliant, food, milk and food related products to our various childcare centers.

LIFT CA may award to one or multiple vendors.

Vendors are not required to submit for each location. Vendors may compete for only those locations and/or services they choose.

LIFT CA reserves the right to reject any or all proposals.

2. COMPANY OVERVIEW

LIFT Community Action, formally known as Little Dixie Community Action Agency, was incorporated as a Nonprofit Organization on April 4th, 1968. The agency's purpose as stated in its original Articles of Incorporation was "To assist in developing, executing, and coordinating plans and the programs authorized under the Economic Opportunity Act of 1964 and subsequent amendments which may be made to that act, and other Federal, State, and Local laws and programs which will tend to alleviate and eradicate poverty within the area of operation of this agency, exclusively for charitable purposes."

Our Mission: *To improve the lives of low-income individuals and families through service and collaboration leading to self-sufficiency*.

Our Vision: *To Free Generations of People from Poverty*

Our Core Values:

Compassion; Honesty; Optimism; Integrity; Community; Empowerment; and Stewardship:

LIFT has approximately 300 employees and is overseen by a Board of Directors with 27 members.

3. OFFICE LOCATIONS

LIFT's operations are located, primarily in Choctaw, McCurtain, and Pushmataha Counties of Oklahoma, with administrative headquarters at 209 N 4th Street, Hugo, Oklahoma.

Please see ***Attachment 1*** for information on each location.

4. Scope of Project

Lift Community Action Agency is soliciting proposals from qualified vendors to deliver high quality, USDA compliant, milk, food and food related products to our various child care centers. Vendors may choose what production and locations to bid on.

Lift CAA is requesting proposals for:

- Food and Food Related Products
- Milk and Dairy Products

Vendors may choose to bid on one product line or both product lines. Vendors may also choose which locations to bid on.

Vendors are not required to submit for each location. Vendors may compete for only those locations and/or services they choose.

5. Specifications

- Nutrition Facts information or Nutrition Facts labels and CN labels must be provided on all food products.
- Vendor and products must comply with all local, state and federal guidelines and those set forth by the USDA Child Nutrition Guidelines.
- Delivery trucks and product drops must meet Health Department Standards.
- Any vendors making substitutions of product must provide equal or better quality at bid price and meet original specifications.

6. Basic Requirements

Equipment, Supplies, and Materials:

The vendor shall furnish all necessary equipment, materials, and supplies required in performing the duties outlined in this RFP, including any specialty services offered.

Licensing & Training:

Maintain compliance with all state and/or federal licensing and training requirements.

Insurance:

The Vendor must provide proof of General Liability, Property, and Worker's Compensation Insurance or provide a certificate of exemptions.

Background Checks:

Standard background checks shall be required for all staff working in LIFT facilities. Lift CA will provide the contractor's background check, but the contractor will be responsible for the cost of additional background checks for their employees.

Federal, State, and Local Compliance:

The Vendor shall comply with all applicable federal, state, and local laws, rules, and regulations affecting its performance. The Vendor shall comply with the applicable provisions of the Federal Occupational Safety and Health Administration (OSHA). The Vendor shall comply with OSHA Enforcement of Procedures for Occupational Exposure to Blood Borne Pathogens Standard

(CFR 1910.1030). The Vendor shall certify that it has complied and shall continue to comply during the duration of this contract, with the United States Immigration and Control Act of 1986 in that every employee of the Vendor is eligible for employment in the United States.

7. Submittal Requirements

Submissions must be received before 3:00 p.m. Wednesday July 31, 2024.

Send required documents and proposal to:

Mail or Drop Off At: Lift CAA
Attn: USDA 2024
209 N 4th Street
Hugo, OK 74743

OR

Email: usda2024@liftca.org

All e-mail respondents will receive an email confirmation within the next business day that their submittal has been received. Questions via phone shall not be accepted, all questions must be submitted in writing.

The following documentation shall be included in your proposal:

- Company information including sales rep or other point of contact Info.
- Delivery Schedule(s)
- Product and location lists (attachment 1)
- Invoices ***must*** itemize and list fees, taxes and delivery cost separately.
- If selected, the vendor must provide a signed W-9, and the required Affidavits and Certifications found in Attachment 2.

8. Evaluation Criteria

The following criteria shall be used to evaluate each proposal:

Cost – 40 Points

Quality and Products – 30 Points

Services and Schedules – 30 Points

The LIFT CA shall evaluate each Application that is properly submitted. As part of the selection process, LIFT CA may invite contractors to answer questions regarding their application in person or in writing.

The goal of this RFP is to select and enter into an agreement with the Applicant that will provide the best value for the Services to achieve LIFT goals. LIFT CA reserves the right to consider such other relevant factors as it deems appropriate to obtain the "best value".

9. Application and Submission

Applicants are cautioned to read this RFP carefully and to conform to its requirements. Failure to comply with the requirements of this RFP may serve as grounds for rejection of an application.

- **RFP issued, published, and sent to any known vendors.**
- All proposals must be submitted prior to deadline
- Proposals may be submitted in writing or by electronic mail.
- Proposals must be submitted with required documentation as listed in the Submittal Requirements.

Hardcopy applications must be submitted to-

LIFT Community Action Agency
Attn: USDA 2024
209 N 4th Street
Hugo, OK 74743

An electronic version may be submitted to usda2024@liftca.org

*****It is the responsibility of the vendor to confirm the receipt of electronic documents.***

10. Time Frame

The application process will proceed according to the following schedule. The target dates are subject to change. Therefore, Applicants are encouraged to check LIFT CA's website frequently for updates to the schedule.

Task	**Date:**
RFP Released	June 27, 2024
RFP Proposals Due	July 24, 2024 3:00 p.m.
Notification of Award	August 2, 2024

11. General Conditions

- If an application fails to meet any material terms, conditions, requirements, or procedures, it may be deemed unresponsive and disqualified. The LIFT CA reserves the right to waive omissions or irregularities that it determines to be not material.

- This RFP may be amended from time to time by LIFT CA, amended RFP will be posted with the original solicitation. LIFT CA is not committed to selecting any firm(s), award any contracts for services pursuant to this RFP, or pay any costs incurred in responding to this RFP. LIFT CA reserves the right, in its sole discretion, to withdraw the RFP, to engage in preliminary discussions with prospective Applicants, to accept or reject any or all applications received, to request supplemental or clarifying information, to negotiate with any or all qualified Contractors, and to request modifications to Applications in accordance with negotiations, all to the same extent as if this were a Request for Information.

- On matters related solely to this RFP that arise prior to an award decision by the LIFT CA, Applicants shall limit communications with the LIFT CA to the Procurement Team Leader and such other individuals as the LIFT CA may designate from time to time. No other LIFT CA employee or representative is authorized to provide any information or respond to any questions or inquiries concerning this RFP. Applicants may contact the Procurement Team Leader for this RFP in the event this RFP is incomplete.

- The LIFT CA may provide reasonable accommodations, including the provision of materials in an alternative format, for Applicants with disabilities or other hardships. Contractors requiring accommodations shall submit requests in writing, with supporting documentation justifying the accommodations, to the Procurement Team Leader. LIFT CA reserves the right to grant or reject any request for accommodations.

- The contractor’s Application shall be treated by the LIFT CA as an accurate statement of the Contractor’s capabilities and experience. Should any statement asserted by Contractor prove to be inaccurate or inconsistent with the foregoing, such inaccuracy or inconsistency shall constitute sufficient cause for LIFT CA in its sole discretion to reject the Application and/or terminate of any resulting Agreement.

- Costs not identified in the Applicant’s response and/or not accepted by LIFT CA as part of the Agreement will not be compensated under any contract awarded according to this RFP.

- Submitted responses must be valid in all respects for a minimum period of sixty (60) days after the deadline for submission.

- LIFT CA’s prior approval is required for any subcontracted services under any Agreement entered into as a result of this RFP. The selected Applicant will take all appropriate steps to assure that minority firms, women’s business enterprises, and labor surplus area firms are used when possible. The selected Contractor is responsible for the satisfactory performance and adequate oversight of its subcontractors. Subcontractors are required to meet the same requirements and are held to the same reimbursable cost standards as the selected Contractor.

- Any and all responses, Applications, data, materials, information, and documentation submitted to LIFT CA in response to this RFP shall become LIFT CA’s property and shall be subject to public disclosure. As a public entity, LIFT CA is subject to the Oklahoma

Public Records Law. There are very limited and narrow exceptions to disclosure under the Public Records Law. If a Contractor wishes to have the LIFT CA treat certain information or documentation as confidential, the Applicant must submit a written request in conjunction with their RFP proposal. The request must precisely identify the information and/or documentation that is the subject of the request and shall clearly label the relevant information and/or documentation as "**CONFIDENTIAL**" in the RFP Application.

- *LIFT expects all of its subcontractors, suppliers, and vendors to comply with all of their applicable obligations under Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 or any other law requiring equal opportunity for disabled persons, and other protected veterans. Further, the equal employment opportunity clauses set forth in 41 CFR § 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR § 60-741.5(a) are hereby incorporated by reference into all of the transactions between our companies. LIFT encourages all minority and women-owned businesses to apply.*

- Protest must be made in writing to the LIFT CA Administration Office with attention to the Executive Director.

- See the attachment ***Provisions*** for more info.

12. Posting of Modifications/Addenda to RFP

This RFP has been distributed electronically using the LIFT CA website. If the LIFT CA determines that it is necessary to revise any part of this RFP, or if additional data is necessary to clarify any of its provisions, an addendum will be posted to the websites. It is the responsibility of each potential Contractor to check the LIFT CA website for any addenda or modifications to the RFP. The LIFT CA accepts no liability and will provide no accommodation to Applicants who submit a response based on an out-of-date RFP.

ATTACHMENT 1

PRODUCT LIST &

LOCATION LIST

3 PAGES

Lift Community Action Agency - USDA 2024 Product List

Type	Item	Count/Case/Size	Notes/Case Size	Amount	C.N. # (If Applicable)
Dairy	1% milk galon				
	5 lbs sliced american cheese				
	Lactaid 1/2 galon				
	mild chedar shreads or mix | 5#				
	Whole milk galon				
Food	Beef Ravioli School Pack	#10 Can | 6/case	Must have CN Label		
	Breaded Beef Finger WG	495 pc | .97 oz	Whole Grain | Must have CN Label		
	Bug Bites	210 ct | 1 oz	Whole Grain | Must have CN Label		
	Chicken Breast Patty	2 - 5# bags	Whole Grain | Must have CN Label		
	Chicken Nuggets	6 x 5.46# | .67 oz	Whole Grain | Must have CN Label		
	Corn Flakes Bulk Pack	35 oz | 4/case			
	French Toast Sticks Bulk	143 ct | 2 x 5#	Whole Grain | Must have CN Label		
	Green Beans	#10 Can | 6/case			
	Ground Beef 80/20 Fresh	#5 rolls | 16/case			
	Peanut butter uncrustable	72 pc | 5.3 oz	Whole Grain | Must have CN Label		
	Pepperoni Pizza WG	72 pc | 4.8 oz	Whole Grain | Must have CN Label		
	Pollocks Fish Sticks	105 pc | 1.5 oz	Must have CN Label		
	Tiger Bites	150 ct | 1 oz	Whole Grain | Must have CN Label		
	Unsweetened Apple Sauce	#10 Can | 6/case			

ATTACHEMENT 1

Lift Community Action Agency - USDA 2024 Product List

Type	Item	Count/Case/Size	Notes/Case Size	Amount	C.N. # (If Applicable)
Supplies	**1/2 Gallon Freezer Bag**	1000 ct			
	Dishwashing Liquid (gal)	1 gal | 4/case			
	Divided plates 9" composit	500 ct			
	Foil Wrap	18" x 500 '	Extra Heavy Duty		
	Gallon Freezer Bag	1000 ct			
	Heavy Drum/Can Liners 60 Gal	100 ct			
	Mop Head Replacement	(blank)	Screw On		
	Napkins	500 ct | 12/case			
	Pan Spray	17 oz | 6/case			
	Paper Towels- Kitchen Roll	30/case	(blank)		
	Pine Sol Cleaner	144 oz | 3/case			
	Plastic Forks	1000 ct			
	Plastic Spoons	1000 ct			
	Plastic Wrap	24" x 2000'			

ATTACHEMENT 1

Lift Community Action Agency - USDA 2024 Locations

Please select all locations/areas you service.

CITY	LOCATION	ADDDRESS	STATE	ZIP	Service Area?
ANTLERS	Antlers EHS	611 SW B Street	OK	74523	
	Antlers HS	609 SW B Street	OK	74523	
BATTIEST	Battiest HS	5635 Battiest Pickens RD	OK	74722	
BROKEN	Broken Bow 3 HS	409 North Broadway	OK	74728	
Broken Bow	Broken Bow Day Care	1008 North Park Drive	OK	74728	
FORT	Fort Towson HS	604 West Boston	OK	74735	
HAWORTH	Haworth HS	HC 73 Box 48	OK	74740	
HORACE	Horace Mann HS	400 South K Street	OK	74743	
HUGO	Hugo 2 HS	113 Lowery Street	OK	74743	
	Hugo EHS	107 South 7th	OK	74743	
IDABEL	Idabel HS/EHS	1203 SE Quincy Street	OK	74745	
RATTAN	Rattan 1 HS	HC 67 Box 510	OK	74562	
VALLIANT	Valliant 1&2 HS	311 E Harris Street	OK	74764	

ATTACHEMENT 1

Attachment 2
Required Paperwork
Please complete and return with your proposal. Thank You.

CERTIFICATION REGARDING DEBARMENT/SUSPENSION

CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY, AND VOLUNTARY EXCLUSION—LOWER-TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549 and 12689, Debarment and Suspension, Title 2 CFR §180, as adopted and modified by USDA regulation at 2 CFR §417, Responsibilities of Participants Regarding Transactions.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE.)

1. The prospective lower-tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

2. Where the prospective lower-tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

____

Institution Name

____

Name(s) and Title(s) of Authorized Representative(s)

____________________	____________________
Name of Institution Official	Title of Official
____________________	____________________
Signature	Date

INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT/ SUSPENSION

1. By signing and submitting this form, the prospective lower-tier participant is providing the certification set out on the reverse side in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower-tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower-tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower-tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower-tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which the transaction originated.

6. The prospective lower-tier participant further agrees by submitting this form that it will include this clause titled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower-Tier Covered Transactions, without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith that certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING LOBBYING

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. 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 $150,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federally 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, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a federal contract, the making of a federal grant, the making of a federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, *Disclosure Form to Report Lobbying*, in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding $100,000 in federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

____
Name/Address of Organization

____
Name/Title of Submitting Official

______________________________ ______________________
Signature Date

STANDARD FORM-LLL

DISCLOSURE OF LOBBYING ACTIVITIES
APPROVED BY OMB
COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352
(SEE REVERSE FOR PUBLIC DISCLOSURE)

1. **Type of Federal Action:**	2. **Status of Federal Action:**	3. **Report Type:**
☐ a. Contract ☐ b. Grant ☐ c. Cooperative Agreement ☐ d. Loan ☐ e. Loan Guarantee ☐ f. Loan Insurance	☐ a. Bid/Offer/Application ☐ b. Initial Award ☐ c. Postaward	☐ a. Initial Filing ☐ b. Material Change **For Material Change Only:** Year________Quarter ___________ Date of Last Report ______________

4. **Name and Address of Reporting Entity:** ☐ Prime ☐ Subawardee Tier__________, if known: Congressional District, if known: __________________________	5. **If Reporting Entity in No. 4 Is Subawardee, Enter Name and Address of Prime:** Congressional District, if known: __________________________
6. **Federal Department/Agency:**	7. **Federal Program Name/Description:** CFDA Number, if applicable: ____________________________
8. **Federal Action Number:** *(if known)*	9. **Award Amount:** *(if known)* **$** ____
10. a. **Name and Address of Lobbying Entity:** *(if individual, last name, first name, MI)*	b. **Individual Performing Services:** *(including address if different from No. 10a) (last name, first name, MI)*
11. **Amount of Payment: (***check all that apply)* $____ ☐ Actual ☐ Planned *12.* **Form of Payment:** *(check all that apply)* a. Cash Nature _____________ b. In-kind (specify) Value ______________	*13.* **Type of Payment:** *(check all that apply)* ☐ a. Retainer ☐ b. One-Time Fee ☐ c. Commission ☐ d. Contingency Fee ☐ e. Deferred ☐ f. Other: *(specify)* ________________________________

14. **Brief Description** of services performed or to be performed and date(s) of service, including officer(s), employee(s), or member(s), contracted for payment indicated in Item 11:

(Attach Confirmation Sheets if necessary)

15. **Continuation Sheets Attached:** ☐ **Yes** ☐ **No**

16. Information requested through this form is authorized by Title 31 U.S.C. §1352. This disclosure of lobbying activities is a material representation of fact upon which evidence was place by the above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. §1352. This information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosures shall be subject to a civil penalty of not less than $10,000 and not more than $150,000 for each such failure.	Signature:______________________________________ Print Name: ____________________________________ Title:____ Telephone Number: ______________________________ Date: ____

Federal Use Only: Authorized for Local Reproduction

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient, at the initiation or receipt of a covered federal action or a material change to a previous filing, pursuant to Title 31 U.S.C. §1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered federal action. Use a Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget (OMB) for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered federal action.

2. Identify the status of the covered federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered federal action.

4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional district, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee; e.g., the first subawardee of the prime is the first tier. Subawards include, but are not limited to, subcontracts, subgrants, and contract awards under grants.

5. If the organization filing the report in Item 4 checks *Subawardee*, then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example: Department of Transportation, United States Coast Guard.

7. Enter the federal program name or description for the covered federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate federal identifying number available for the federal action identified in Item 1; e.g., Request for Proposal (RFP) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the federal agency. Include prefixes; e.g., *RFP-DE-90-001*.

9. For a covered federal action where there has been an award or loan commitment by the federal agency, enter the federal amount of the award/loan commitment for the prime entity identified in Item 4 or Item 5.

10. a. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.

    b. Enter the full name of the individual performing services, and include full address if different from 10a. Enter last name, first name, and middle initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate item. Check all items that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

13. Check the appropriate box. Check all boxes that apply. If *Other*, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the dates of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with federal officials. Identify the federal officials or employees contacted or the officers, employees, or Members of Congress that were contacted.

15. Check whether Continuation Sheets are attached.

16. The certifying official shall sign and date the form, print his or her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

NON-COLLUSION AFFIDAVIT

The following affidavit is submitted by bidder as a part of this bid and proposal:

STATE OF ____)

) §

COUNTY OF ____)

The undersigned deponent, of lawful age, being duly sworn, upon his oath, deposes and says: That he has lawful authority to execute the within and foregoing proposal; that he has executed the same by subscribing his name hereto under oath for and on behalf of said bidder; that bidder has not, directly or indirectly, entered into an agreement, expressed or implied, with any bidder or bidders, having for its object controlling of the price or amount of such bid or bids, the limiting of the bids or the bidders, the parceling or farming out to any bidder or bidders or other persons of any part of the contract or any part of the subject matter of the bid or bids or of the profits thereof, and that he has not and will not divulge the sealed bid to any person whomsoever, except those having a partnership or other financial interest with him in said bid or bids, until after the said sealed bid or bids are opened.

Deponent further states that the bidder has not been a party to any collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid at a fixed price, or to refrain from bidding; or with any authority or official or employee as to quantity, quality, or price in the prospective contract, or any other terms of said prospective contract; or in any discussions between bidders and any authority or official or employee concerning exchange of money or other thing of value for special consideration in the letting of a contract; that the bidder has not paid, given or donated or agreed to pay, give or donate to any officer of the Authority or City of Ardmore any money or other thing of value, either directly or indirectly, in the procuring of the award of contract pursuant to this bid.

NON-KICKBACK AFFIDAVIT

The undersigned person, of lawful age, being duly sworn, on oath, says this invoice is true and correct and that he/she is authorized to submit the invoice pursuant to a contract or purchase order. Affidavit further states the (work, services, or materials) as shown by the invoice have been (completed or supplied) in accordance with the plans, specifications, orders, requests, or contract furnished or executed by the affidavit. Affidavit further states that he/she has made no payment directly or indirectly to any elected official, officer, or employee of the organization or company or money or any other thing of value to obtain payment of the invoice to procure the contract or purchase order pursuant to which an invoice is submitted.

______________________________	__________________________________	__________________
Name of Bidder	Signature of Bidder	Title

Subscribed and sworn before me, this __________ day of ______________________, 20_______.

______________________________________	____________________________
Notary Public	My Commission Expires

GENERAL PROVISION

(KEEP FOR YOUR RECORDS)

Lift Community Action Agency follows the applicable requirements and expects all of its subcontractors to adhere to the same.

A. No Federal Government Commitment or Liability to Third Parties

B.A.1. Except as the Federal Government expressly consents in writing, the Contractor agrees that:

B.A.1.1. The Federal Government does not and shall not have any commitment or liability related to the Underlying Agreement, to any Third Party Participant at any tier, or to any other person or entity that is not a party (FTA or the Contractor) to the Underlying Agreement, and

B.A.1.2. Notwithstanding that the Federal Government may have concurred in or approved any Solicitation or Third Party Agreement at any tier that may affect the Underlying Agreement, the Federal Government does not and shall not have any commitment or liability to any Third Party Participant or other entity or person that is not a party (FTA or the Contractor) to the Underlying Agreement.

B. False or Fraudulent Statements or Claims.

B.B.1. Civil Fraud. The Contractor acknowledges and agrees that:

B.B.1.1. Federal laws, regulations, and requirements apply to itself and its Underlying Agreement, including the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq., and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31.

B.B.1.2. By executing the Underlying Agreement, the Contractor certifies and affirms to the Federal Government the truthfulness and accuracy of any claim, statement, submission, certification, assurance, affirmation, or representation that the Contractor provides to the Federal Government.

B.B.1.3. The Federal Government may impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, and other applicable penalties if the Contractor presents, submits, or makes available any false, fictitious, or fraudulent information.

B.B.2. Criminal Fraud. The Contractor acknowledges that 49 U.S.C. § 5323(l)(1) authorizes the Federal Government to impose the penalties under 18 U.S.C. § 1001 if the Contractor provides a false, fictitious, or fraudulent claim, statement, submission, certification assurance, or representation in connection with a federal public transportation program under 49 U.S.C. chapter 53 or any other applicable federal law.

C. Access to Contractor and Third Party Participant Records.

B.C.1. The Contractor agrees and assures that each Subcontractor, if any, will agree to:

B.C.1.1. Provide, and require its Third Party Participants at each tier to provide, sufficient access to inspect and audit records and information 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 Contractor and each of its Subcontractors,

B.C.1.2. 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 Contractor or Third Party Participant within books, records, accounts, or other locations, and

B.C.1.3. 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.

D. Federal Changes

B.D.1. The Contractor shall at all times comply with all applicable Federal regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement as amended or promulgated from time to time during the term of this contract.

E. Civil Rights Requirements

B.E.1. The Contractor 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 Contractor or a federal program, including the Tribal Transit Program or the Indian Tribe Contractor, is specifically exempted from a civil rights statute, FTA requires compliance with that civil rights statute, including compliance with equity in service.

B.E.2. Nondiscrimination in Federal Public Transportation Programs. The Contractor agrees to, and assures that it and each Third Party Participant, will:

B.E.2.1. Prohibit discrimination on the basis of race, color, religion, national origin, sex (including gender identity), disability, or age.

B.E.3. Prohibit the:

B.E.3.1. Exclusion from participation in employment or a business opportunity for reasons identified in 49 U.S.C. § 5332,

B.E.3.2. Denial of program benefits in employment or a business opportunity identified in 49 U.S.C. § 5332, or

B.E.3.3. Discrimination identified in 49 U.S.C. § 5332, including discrimination in employment or a business opportunity identified in.

B.E.4. Follow:

B.E.4.1. The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Contractors," to the extent consistent with applicable federal laws, regulations, requirements, and guidance, and other applicable federal guidance that may be issued, but

B.E.4.2. 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.

B.E.5. Nondiscrimination – Title VI of the Civil Rights Act. The Contractor agrees to, and assures that each Third Party Participant, will:

B.E.5.1. Prohibit discrimination on the basis of race, color, or national origin,

B.E.6. Comply with:

B.E.6.1. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq.,

B.E.6.2. 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 C.F.R. part 21, and

B.E.6.3. Federal transit law, specifically 49 U.S.C. § 5332, and

B.E.7. Follow:

B.E.7.1. The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Contractors," to the extent consistent with applicable federal laws, regulations, requirements, and guidance,

B.E.7.2. U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3, and

B.E.7.3. All other applicable federal guidance that may be issued.

B.E.8. Equal Employment Opportunity.

B.E.8.1. Federal Requirements and Guidance. The Contractor agrees to, and assures that each Third Party Participant will, prohibit, discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin, and:

B.E.8.2. Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq.,

B.E.8.3. Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity" September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs,

B.E.8.4. Comply with federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of this Master Agreement,

B.E.8.5. FTA Circular 4704.1 "Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Contractors," and

B.E.8.6. Follow other federal guidance pertaining to EEO laws, regulations, and requirements, and prohibitions against discrimination on the basis of disability,

B.E.8.7. Specifics. The Contractor agrees to, and assures that each Third Party Participant will:

B.E.8.8. Prohibited Discrimination. Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their race, color, religion, national origin, disability, age, sexual orientation, gender identity, or status as a parent, as provided in Executive Order No. 11246 and by any later Executive Order that amends or supersedes it, and as specified by U.S. Department of Labor regulations,

B.E.8.9. Affirmative Action. Take affirmative action that includes, but is not limited to:

B.E.8.9.1. Recruitment advertising, recruitment, and employment,

B.E.8.9.2. Rates of pay and other forms of compensation,

B.E.8.9.3. Selection for training, including apprenticeship, and upgrading, and

B.E.8.9.4. Transfers, demotions, layoffs, and terminations, but

B.E.8.10. Indian Tribe. Recognize that Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer," and

B.E.8.11. Equal Employment Opportunity Requirements for Construction Activities. Comply, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), with:

B.E.8.12. U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and

B.E.8.13. Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C.§ 2000e note.

F. Incorporation Of Federal Transit Administration (FTA) Terms

B.F.1. The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in the most current FTA Circular 4220, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any NCTD requests which would cause NCTD to be in violation of the FTA terms and conditions.

G. Energy Conservation

B.G.1. The Contractor agrees to, and assures that its Subcontractors, if any, will comply with the mandatory energy standards and policies of its state energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6321 *et seq*., and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance required under FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. part 622, subpart C.

H. Right of the Federal Government to Terminate

B.H.1. Justification. After providing written notice to the Contractor, the Contractor agrees that the Federal Government may suspend, suspend then terminate, or terminate all or any part of the federal assistance for the Award if:

B.H.1.1. The Contractor has failed to make reasonable progress implementing the Award,

B.H.1.2. The Federal Government determines that continuing to provide federal assistance to support the Award does not adequately serve the purposes of the law authorizing the Award, or

B.H.1.3. The Contractor has violated the terms of the Underlying Agreement, especially if that violation would endanger substantial performance of the Underlying Agreement.

B.H.2. Financial Implications. In general, termination of federal assistance for the Award will not invalidate obligations properly incurred before the termination date to the extent that the obligations cannot be canceled. The Federal Government may recover the federal assistance it has provided for the Award, including the federal assistance for obligations properly incurred before the termination date if it determines that the Contractor has misused its federal assistance by failing to make adequate progress, failing to make appropriate use of the Project property, or failing to comply with the Underlying Agreement, and require the Contractor to refund the entire amount or a lesser amount, as the Federal Government may determine including obligations properly incurred before the termination date.

B.H.3. Expiration of the Period of Performance. Except for a Full Funding Grant Agreement, expiration of any period of performance established for the Award does not, by itself, constitute an expiration or termination of the Award; FTA may extend the period of performance to assure that each Formula Project or related activities and each Project or related activities funded with “no year” funds can receive FTA assistance to the extent FTA deems appropriate.

I. Debarment and Suspension

B.I.1. The Contractor agrees to the following:

B.I.1.1. It will comply with the following requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200.

B.I.1.2. It will not enter into any arrangement to participate in the development or implementation of the Underlying Agreement with any Third Party Participant that is debarred or suspended except as authorized by:

B.I.1.2.1. U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200,

B.I.1.2.2. U.S. OMB regulatory guidance, “Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180, including any amendments thereto,

B.I.1.2.3. Executive Orders No. 12549, “Uniform Suspension, Debarment or Exclusion of Participants from Procurement or Nonprocurement Activity,” October 13, 1994, 31 U.S.C. § 6101 note, as amended by Executive Order No. 12689, “Debarment and Suspension,” August 16, 1989, 31 U.S.C. § 6101 note, and

B.I.1.2.4. Other applicable federal laws, regulations, or guidance regarding participation with debarred or suspended Contractors or Third Party Participants.

B.I.1.3. It will review the U.S. GSA “System for Award Management – Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs,” https://www.sam.gov, if required by U.S. DOT regulations, 2 C.F.R. part 1200.

B.I.1.4. It will 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:

B.I.1.4.1. Complies with federal debarment and suspension requirements, and

B.I.1.4.2. Reviews the SAM at https://www.sam.gov, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200.

B.I.1.5. If the Contractor suspends, debars, or takes any similar action against a Third Party Participant or individual, the Contractor will provide immediate written notice to the:

B.I.1.5.1. FTA Regional Counsel for the Region in which the Contractor is located or implements the Underlying Agreement,

B.I.1.5.2. FTA Headquarters Manager that administers the Grant or Cooperative Agreement, or

B.I.1.5.3. FTA Chief Counsel.

J. Buy America

B.J.1. The domestic preference procurement requirements of 49 U.S.C. § 5323(j), and FTA regulations, “Buy America Requirements,” 49 C.F.R. part 661, to the extent consistent with 49 U.S.C. §5323(j),

K. Disputes, Breaches, Defaults, or Other Litigation

B.K.1. FTA Interest. FTA has a vested interest in the settlement of any violation of federal law, regulation, or disagreement involving the Award, the accompanying Underlying Agreement, and any Amendments thereto including, but not limited to, a default, breach, major dispute, or litigation, and FTA reserves the right to concur in any settlement or compromise.

B.K.2. Notification to FTA. If a current or prospective legal matter that may affect the Federal Government emerges, the Contractor must promptly notify the FTA Chief Counsel, or FTA Regional Counsel for the Region in which the Contractor is located. (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.

B.K.3. 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.

B.K.4. If the Contractor has credible evidence that a Principal, Official, Employee, Agent, or Third Party Participant of the Contractor, or other person has submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 *et seq*., or has committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct involving federal assistance, the Contractor 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 Contractor is located.

B.K.5. Federal Interest in Recovery. The Federal Government retains the right to a proportionate share of any proceeds recovered from any third party, based on the percentage of the federal share for the Underlying Agreement. Notwithstanding the preceding sentence, the Contractor may return all liquidated damages it receives to its Award Budget for its Underlying Agreement rather than return the federal share of those liquidated damages to the Federal Government, provided that the Contractor receives FTA’s prior written concurrence.

B.K.6. Enforcement. The Contractor must pursue its legal rights and remedies available under any third party agreement, or any federal, state, or local law or regulation.

L. Lobbying Restrictions

B.L.1. The Contractor agrees that neither it nor any Third Party Participant will use federal assistance to influence any officer or employee of a federal agency, member of Congress or an employee of a member of Congress, or officer or employee of Congress on matters that involve the Underlying Agreement, including any extension or modification, according to the following:

B.L.1.1. Laws, Regulations, Requirements, and Guidance. This includes:

B.L.1.1.1. The Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended,

B.L.1.1.2. U.S. DOT regulations, “New Restrictions on Lobbying,” 49 C.F.R. part 20, to the extent consistent with 31 U.S.C. § 1352, as amended, and

B.L.1.1.3. Other applicable federal laws, regulations, requirements, and guidance prohibiting the use of federal assistance for any activity concerning legislation or appropriations designed to influence the U.S. Congress or a state legislature, and

B.L.1.2. Exception. If permitted by applicable federal law, regulations, requirements, or guidance, such lobbying activities described above may be undertaken through the Contractor’s or SubContractor’s proper official channels.

M. Clean Air Act

B.M.1. (42 U.S.C. §§ 7401 – 7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 – 1387), 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 – 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

N. Clean Water

B.N.1. The Common Grant Rules specifically prohibit the use of facilities included in the EPA "List of Violating Facilities," in the performance of any third party contract at any tier exceeding $100,000. The contractor must also comply with all applicable standards, orders, or regulations issued under Section 508 of the Clean Water Act, as amended, 33 U.S.C. Section 1368, and other applicable requirements of the Clean Water Act, as amended, 33 U.S.C. Sections 1251 through 1377.

O. Cargo Preference.

B.O.1. Use of United States-Flag Vessels. The shipping requirements of 46 U.S.C. § 55305, and U.S. Maritime Administration regulations, "Cargo Preference – U.S.-Flag Vessels," 46 C.F.R. part 381, and

P. Fly America

B.P.1. 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 FlagAir Carriers," 41 C.F.R. §§ 301-10.131 – 301-10.143.

Q. Davis-Bacon Act, as amended (40 U.S.C. §§ 3141 – 3148)

B.Q.1. When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141 - 3144, and 3146 – 3148) as supplemented by Department of Labor regulations (29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to 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, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (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 Act provides that each contractor or subcontractor must be 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. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

R. "Anti-Kickback" Prohibitions of:

B.R.1. Section 1 of the Copeland "Anti-Kickback" Act, as amended*,* 18 U.S.C. § 874,

B.R.2. Section 2 of the Copeland "Anti-Kickback" Act, as amended*,* 40 U.S.C. § 3145, and

B.R.3. U.S. DOL regulations, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States," 29 C.F.R. part 3.

S. Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701 – 3708)

B.S.1. Where applicable, 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 (29 C.F.R. part 5). Under 40 U.S.C. § 3702 of the Act, 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. 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 or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

T. Bonding.

B.T.1. The Contractor agrees to comply with the following bonding requirements and restrictions as provided in federal regulations and guidance: (1) Construction. As provided in federal regulations and modified by FTA guidance, for each Project or related activities implementing the Underlying Agreement that involve construction, it will provide bid guarantee bonds, contract performance bonds, and payment bonds.

B.T.2. (2) Activities Not Involving Construction. For each Project or related activities implementing the Underlying Agreement not involving construction, the Contractor will not impose excessive bonding and will follow FTA guidance.

U. Seismic Safety

B.U.1. The Contractor agrees to comply with the Earthquake Hazards Reduction Act of 1977, as amended, 42 U.S.C. § 7701 et seq., and U.S. DOT regulations, "Seismic Safety," 49 C.F.R. part 41, specifically, 49 C.F.R. § 41.117.

V. Disadvantaged Business Enterprises

B.V.1. The Contractor acknowledges and understands that the statutory and regulatory provisions relating to disadvantaged business enterprises (DBE) differ significantly between FTA and FRA, including Section 1101(b) of the FAST Act (23 U.S.C. § 101 note) and U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. part 26, both of which apply to FTA, but not to FRA.

B.V.2. FRA is not authorized to use FTA's DBE regulations, and consequently the Contractor agrees to comply with the statutory and regulatory DBE provisions that apply to federal assistance provided by FTA when using that federal assistance for purchases.

B.V.3. The Contractor agrees to use the "contracting with small and minority firms, women's business enterprise" provisions of the applicable U.S. DOT Common Rules.

W. Prompt Payment and Return of Retainage

B.W.1. The entity utilizing this Contract declines to hold retainage from prime contractor and requires a contract clause obligating the prime contractor to make prompt and full payment of any retainage kept by a prime contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed.

X. RECYCLED PRODUCTS

B.X.1. 42 U.S.C. 6962

B.X.2. 40 CFR Part 247

B.X.3. Executive Order 12873

B.X.4. **Applicability to Contracts**: The Recycled Products requirements apply to all contracts for items designated by the EPA, when the Contractor procures $10,000 or more of one (1) of these items during the fiscal year, or has procured $10,000 or more of such items in the previous fiscal year, using Federal funds.

B.X.5. **Flow down Requirements**: These requirements flow down to all Contractor and sub-Contractor tiers.

B.X.6. Recovered Materials - The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247. The Contractor agrees to comply with the U.S. Environmental Protection Agency (US EPA), “Comprehensive Procurement Guideline for Products Containing Recovered Materials,” 40 CFR part 247.

Y. ADA ACCESS REQUIREMENTS

B.Y.1. 49 U.S.C. § 5301, 29 U.S.C. § 794, 42 U.S.C. § 12101

B.Y.2. Applicability to Contracts: The Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.