

Contents

REQUIRED CLAUSES, CONTRACT PROVISIONS (updated October 2025).....	2
1. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR CLAIMS-CIVIL AND CRIMINAL FRAUD.....	3
2. BREACHES AND DISPUTE RESOLUTION	3
3. NOTICE OF DISPUTES, BREACHES, DEFAULTS, LITIGATION.....	5
4. CONFORMANCE WITH NATIONAL ITS ARCHITECTURE	5
5. ADA ACCESS.....	5
6. ASSIGNABILITY CLAUSE	5
7. FLY AMERICA REQUIREMENTS	5
8. BUY AMERICA REQUIREMENTS.....	6
9. CHARTER BUS REQUIREMENTS	6
10. SCHOOL BUS REQUIREMENTS.....	6
11. CARGO PREFERENCE	6
12. SEISMIC SAFETY.....	6
13. ENERGY CONSERVATION.....	6
14. CLEAN WATER.....	6
15. BUS TESTING.....	6
16. PRE-AWARD AND POST-DELIVERY AUDIT REQUIREMENTS	6
17. LOBBYING.....	6
18. ACCESS TO RECORDS.....	7
19. FEDERAL CHANGES	7
20. BONDING REQUIREMENTS	7
21. CLEAN AIR	7
22. RECYCLED PRODUCTS	7
23. DAVIS-BACON.....	7
24. COPELAND ANTI-KICKBACK ACT	7

Signature _____

Date _____

25.	CONTRACT WORK HOURS & SAFETY STANDARDS ACT	8
26.	NO OBLIGATION BY THE FEDERAL GOVERNMENT	8
28.	TERMINATION	8
29.	DEBARMENT AND SUSPENSION	10
30.	PRIVACY ACT	10
31.	CIVIL RIGHTS REQUIREMENTS	10
32.	BREACHES AND DISPUTE RESOLUTION.....	12
33.	PATENT RIGHTS.....	13
34.	RIGHTS IN DATA AND COPYRIGHTS	13
35.	TRANSIT EMPLOYEE PROTECTIVE ARRANGEMENTS	13
36.	DISADVANTAGED BUSINESS ENTERPRISES	13
37.	DRUG AND ALCOHOL TESTING	13
38.	INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS.....	13
39.	TVM CERTIFICATION.....	14
40.	METRIC REQUIREMENTS.....	14
41.	NOTIFICATION OF FEDERAL PARTICIPATION	14

REQUIRED CLAUSES, CONTRACT PROVISIONS (updated October 2025)

Please sign and date each page of the Required State and Federal Regulations.
All Certifications in this section must be completed and returned.

Inclusion: It is deemed to be understood and acknowledged that any contract which may be awarded and entered into between the Proposer/Bidder and the Cape Ann Transportation Authority (CATA) as a result of this solicitation shall include and incorporate any ADVERTISEMENT OF BID/RFP; THE REQUEST FOR BID/PROPOSAL/QUOTES; THE SPECIFICATIONS; ALL CERTIFICATIONS; ATTESTATIONS; NOTARIZED STATEMENTS; PRICE PROPOSAL FORMS; SERVICE PROPOSAL NARRATIVES; AND ALL ADDENDUM TO THE BID/RFP; AND THE FOLLOWING REQUIRED CLAUSES AND CONTRACT PROVISIONS

Contract Changes: Any proposed change in this contract shall be submitted to the Authority for its prior approval

Signature _____
Date _____

Interest of Members of or Delegates to Congress: No member of or delegate to the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising therefrom.

Prohibited Interest: No member, officer, or employee of the Authority or of a local public body which is a member of the Authority during his/her tenure or one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

Notices: Notices to the Authority should be address to: FELICIA WEBB, ADMINISTRATOR, THE CAPE ANN TRANSPORTATION AUTHORITY, 3 POND ROAD, GLOUCESTER, MA 01930. Notices to the successful bidder shall be as indicated in the BID FORM as submitted and signed by the successful BIDDER/PROPOSER

Bid in Effect: This Bid shall remain in effect until sixty (60) days after the bid opening unless otherwise noted in the main bid documents.

1. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR CLAIMS-CIVIL AND CRIMINAL FRAUD

- 1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- 2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- 3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

2. BREACHES AND DISPUTE RESOLUTION

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

Signature _____

Date _____

1200.220. (1) (2) (3) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements. 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 94 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.

Disputes Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of CATA's Administrator This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Administrator 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 Administrator shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by CATA, 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 therefor 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 CATA and the 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 CATA is located.

Rights and Remedies - The 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,

Signature _____

Date _____

obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the CATA, (Architect) 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.

3. NOTICE OF DISPUTES, BREACHES, DEFAULTS, LITIGATION

49 U.S.C. Chapter 53

Notification of Legal Matters – The Federal Transit Administration has a vested interest in the settlement of any violation of federal law, regulation or requirement or any disagreement involving the award of FTA grant proceeds affecting this Agreement and any Amendments thereto. FTA reserves the right to concur in any settlement or compromise.

If a current or prospective legal matter that may affect the Federal Government emerges, under this Agreement the Contractor shall promptly notify CATA provided the underlying contract amount is expected to equal or exceed \$25,000. The types of legal matters requiring notification to CATA include, but are not limited to a default, breach, major dispute or litigation or any matter naming the Federal Government as a party to litigation or legal disagreement in any forum for any reason.

The Contractor is also required to include this Notice requirement in each lower tier subcontract associated with this Agreement exceeding \$25,000 financed in whole or in part with Federal Assistance provided by FTA.

4. CONFORMANCE WITH NATIONAL ITS ARCHITECTURE

National Intelligent Transportation Systems Architecture and Standards. To the extent applicable, the Contractor agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 512 note, and comply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" 66 *Fed. Reg.* 1455 *et seq.*, January 8, 2001, and any subsequent further implementing directives, except to the extent FTA determines otherwise in writing.

5. ADA ACCESS

6. ASSIGNABILITY CLAUSE

Neither the Cape Ann Transportation Authority nor the contractor shall assign or transfer any of its rights or obligations hereunder without the prior written consent of the other.

7. FLY AMERICA REQUIREMENTS

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available

Signature _____

Date _____

or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

8. BUY AMERICA REQUIREMENTS

9. CHARTER BUS REQUIREMENTS

10. SCHOOL BUS REQUIREMENTS

11. CARGO PREFERENCE

12. SEISMIC SAFETY

13. ENERGY CONSERVATION

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan, if any, issued in compliance with the Energy Policy and Conservation Act.

14. CLEAN WATER

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

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

15. BUS TESTING

16. PRE-AWARD AND POST-DELIVERY AUDIT REQUIREMENTS

17. LOBBYING

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$150,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." 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 shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

Signature _____

Date _____

18. ACCESS TO RECORDS

The following access to records requirements apply to this Contract:

1. The Contractor agrees to provide the Authority, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Authority, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

19. FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulation, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (2) dated October 1995) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

20. BONDING REQUIREMENTS

21. CLEAN AIR

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
2. The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

22. RECYCLED PRODUCTS

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.

23. DAVIS-BACON

24. COPELAND ANTI-KICKBACK ACT

Signature _____
Date _____

25. CONTRACT WORK HOURS & SAFETY STANDARDS ACT

Nonconstruction

The Contractor agrees to comply, and assures the compliance of each subcontractor, lessee, third party contractor, and other participant at any tier of the Project, with the employee protection requirements for nonconstruction employees of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 *et seq.*, in particular with the wage and hour requirements of section 102 of that Act at 40 U.S.C. § 3702, and with implementing U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provision Applicable to Nonconstruction Contracts Subject to the Contract Work hours and Safety Standards Act),” 29 CFR Part 5.

26. NO OBLIGATION BY THE FEDERAL GOVERNMENT

The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

27. N/A-included in clause #1

28. TERMINATION

a) **Termination for Convenience** The CATA may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to CATA to be paid the Contractor. If the Contractor has any property in its possession belonging to the CATA, the Contractor will account for the same, and dispose of it in the manner the CATA directs; b) **Termination for Default** If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the CATA 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 CATA, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience. c) **Opportunity to Cure** The CATA 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

Signature _____

Date _____

remedy to CATA's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from CATA setting forth the nature of said breach or default, CATA 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 CATA from also pursuing all available remedies against Contractor and its sureties for said breach or default. d) **Waiver of Remedies for any Breach** In the event that CATA elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by CATA shall not limit CATA's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract. e) **Termination for Default** 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 CATA may terminate this contract for default. The CATA 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 Recipient. g) **Termination for Default (Transportation Services)** h) **Termination for Default (Construction)** If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the CATA may terminate this contract for default. The CATA shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Recipient resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work. The Contractor's right to proceed shall not be terminated nor did the Contractor charge with damages under this clause if-

- The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
- The contractor, within [10] days from the beginning of any delay, notifies the CATA in writing of the causes of delay. If in the judgment of the CATA, the delay is excusable, the time for completing the work shall be extended. The judgment of the CATA shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Recipient.

Termination for Convenience or Default (Architect and Engineering)

Signature _____
Date _____

Termination for Convenience of Default (Cost-Type Contracts) The CATA 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 the CATA 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 CATA, or property supplied to the Contractor by the CATA. If the termination is for default, the CATA 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 CATA and the parties shall negotiate the termination settlement to be paid the Contractor. If the termination is for the convenience of the CATA, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination. If, after serving a notice of termination for default, the CATA determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, the CATA, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

29. DEBARMENT AND SUSPENSION

If this Contract is valued at \$25,000 or greater, it is a covered transaction for purposes of 49 CFR Part 29. As such, Contractor is required to verify that none of Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By accepting this Contract, Contractor is certifying as follows:

1. The certification in this clause is a material representation of fact relied upon by CATA. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to remedies available to CATA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C throughout the period of this Contract.
2. Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

30. PRIVACY ACT

31. CIVIL RIGHTS REQUIREMENTS

- 1) **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

Signature _____

Date _____

- 2) Equal Employment Opportunity** - The following equal employment opportunity requirements apply to the underlying contract:
- a. **Race, Color, Creed, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - b. **Age** - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - c. **Disabilities** - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- 3) Title VI Compliance**-During the performance of this contract, the proposer, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:
- a. **Compliance with Regulations**-The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter DOT) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
 - b. **Nondiscrimination**-The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, color, sex, age, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination

Signature _____
Date _____

prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

- c. **Information and Reports**-The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FEDERAL TRANSIT ADMINISTRATION (FTA) to be pertinent and normally appropriate to this form of solicitation in order to ascertain compliance with such Regulations, orders, and instruction. Where any information is required or a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Recipient or the FEDERAL TRANSIT ADMINISTRATION , as appropriate, and shall set forth what efforts it has made to obtain the information.
 - d. **Sanctions for Noncompliance**-In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the FEDERAL TRANSIT ADMINISTRATION may determine to be appropriate, including, but not limited to (a) cancellation, termination, or suspension of the contract, in whole or in part. 6) Incorporation of Provisions: The contractor shall include the provisions of paragraph 1) through 6) of this section in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.
- 4) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

32. BREACHES AND DISPUTE RESOLUTION

- 1) Disputes- Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of CATA's Administrator. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. 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 Administrator shall be binding upon the Contractor and the Contractor shall abide by the decision.
- 2) Performance During Dispute - Unless otherwise directed by CATA, Contractor shall continue performance under this Contract while matters in dispute are being resolved.
- 3) 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 therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.
- 4) Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the CATA and the 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 CATA is located.
- 5) Rights and Remedies - The 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,

Signature _____
Date _____

rights and remedies otherwise imposed or available by law. No action or failure to act by the CATA, (Architect) 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.

33. PATENT RIGHTS

34. RIGHTS IN DATA AND COPYRIGHTS

35. TRANSIT EMPLOYEE PROTECTIVE ARRANGEMENTS

36. DISADVANTAGED BUSINESS ENTERPRISES

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*.
- b. The contractor, sub recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Cape Ann Transportation Authority deems appropriate which may include, but is not limited to withholding monthly progress payments, assessing Sanctions, liquidated Damages, or disqualifying the contract from future bidding as non-responsible. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- c. Prompt Payment: The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the Cape Ann Transportation Authority. In addition, the contractor may not hold retainage from its subcontractors.
- d. The contractor must promptly notify the Cape Ann Transportation Authority whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Cape Ann Transportation Authority.

37. DRUG AND ALCOHOL TESTING

38. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any CATA requests which would cause CATA to be in violation of the FTA terms and conditions.

Signature _____
Date _____

39. TVM CERTIFICATION

40. METRIC REQUIREMENTS

41. NOTIFICATION OF FEDERAL PARTICIPATION

To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

Signature _____
Date _____

CAPE ANN TRANSPORTATION AUTHORITY (CATA)

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS
LOWER TIER COVERED TRANSACTIONS

1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.
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, CATA may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to CATA 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,” “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 (49 CFR Part 29). You may contact CATA for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal 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 in writing by CATA.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled A Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction”, 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 it 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 issued by U.S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the 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.

Signature _____
Date _____

Cape Ann Transportation Authority
RFP 2026-03 Automatic Passenger Counters

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 all remedies available to the Federal Government, CATA may pursue available remedies including suspension and/or debarment.

By _____
Name Title

Company Date

Signature _____
Date _____

CAPE ANN TRANSPORTATION AUTHORITY (CATA)
NON-COLLUSION AFFIDAVIT

State of _____

County of _____

_____, being first duly sworn,

deposes and says that he/she is _____
(a partner or officer of the firm of)

and that the party made the foregoing PROPOSAL/BID; and that such proposal is genuine and not collusive or sham; that said proposer/bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any other proposer, bidder or person, to put in a sham proposal/bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion or communication or reference, with overhead, profit or cost element of said proposal price, or of that of any other proposer/bidder, or to secure any advantage against the Authority or any person interested in the proposed Contract; and that all statements in said Proposal/Bid are true and correct to the best of his/her knowledge.

Signature of:

Name if the proposer/bidder is an individual

Partner if the proposer/bidder is a partnership

Officer if the proposer/bidder is a corporation

SUBSCRIBED AND SWORN TO before me on this the

_____ day of _____ 20_____

Signature – Notary Public My Commission expires _____

Signature _____
Date _____

CAPE ANN TRANSPORTATION AUTHORITY (CATA)
CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, renewal, continuation, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL. "DISCLOSURE FORM TO REPORT LOBBYING" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$1000 and not more than \$100,000 to reach such failure.

Signature	Title
Date	Organization/Company

Signature _____
Date _____

CAPE ANN TRANSPORTATION AUTHORITY (CATA)
SPECIAL REQUIREMENTS AND CONDITIONS

I herein certify that I have read and comply with all requirements included in this INVITATION FOR BID/REQUEST FOR PROPOSAL. I further understand that any contract arising out of this BID/RFP is subject to assistance from the Federal Transit Administration (FTA) and the Cape Ann Transportation Authority (CATA). I further understand that any contract arising out of this BID/RFP includes the Advertisement for BIDS/PROPOSALS; the BID/PROPOSAL Document; and the Bidder's/Proposer's responses to the BID/RFP. All Massachusetts and FTA Regulations appropriate and pertinent to this type of solicitation whether or not contained in the bid documents will be complied with.

FIRM

SIGNATURE

ADDRESS

NAME

TITLE

TELEPHONE NO.

DATE

Signature _____

Date _____

CAPE ANN TRANSPORTATION AUTHORITY (CATA)
CERTIFICATE EQUAL EMPLOYMENT OPPORTUNITY

The _____ certifies that it is
Name: Company, Partnership, or individual

in conformance with all applicable federal and state equal employment opportunity laws and regulations and that it does not discriminate in any of its employment practices on the basis of race, color, religion, national origin, age, sex, handicap or marital status.

Signature

Title

Date

Organization/Company

Signature _____
Date _____

CAPE ANN TRANSPORTATION AUTHORITY (CATA)
CONTRACTORS CERTIFICATION CHILD CARE COMPLIANCE

_____ (the Contractor) hereby certifies that it is in compliance with Chapter 521 of the Acts of 1990, as amended by Chapter 329 of the Acts of 1991, and the regulations, 102 CMR 12.00 promulgated pursuant thereto.

_____ There is a program for child care in compliance with these regulations.

_____ There are fewer than 50 full-time people employed in this company.

Name of Firm

Signature

Name and Title (Please print or type)

Date

Signature _____
Date _____

CAPE ANN TRANSPORTATION AUTHORITY (CATA)
Statement re Beneficial Interest Required by Section 40J, Chapter 579 of the Acts of 1980

I am in a position to know who has an interest in _____ (name of business), and I hereby state, under the penalties of perjury, that the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in the property described as follows:

Automatic Passenger Counters

are listed below in compliance with the provisions of Section 40J, of Chapter 579 of the Acts of 1980.

Name and residence(s) of all persons with said beneficial interest:

The undersigned also acknowledges and states that none of the above listed individuals is an official elected to public office in the Commonwealth of Massachusetts, nor an employees of any of the following: (1) the State Division of Capital Asset Management and Maintenance, (2) CATA

Signed under the penalties of perjury:

Print Name

Signature

Date

Signature _____
Date _____

CAPE ANN TRANSPORTATION AUTHORITY (CATA)
Non-Discrimination Statement

As a condition of entering into a contract with the Cape Ann Transportation Authority, the undersigned applicant(s) hereby agrees to share the CATA's commitment to Equal Employment Opportunity (EEO), Affirmative Action (AA), and to make the best efforts to afford opportunities to Disadvantaged Business Enterprises (DBE) to participate in the performance of contracts.

Furthermore, the undersigned applicant(s) agree not to discriminate on the basis of race, color, religious creed, marital status, sex, age, ancestry, sexual preference, military status, disability, national origin, in all of its activities in CATA property and as detailed in its proposal to CATA.

_____	_____	_____
Applicant Name	Applicant Name	Applicant Name
_____	_____	_____
Signature	Signature	Signature
_____	_____	_____
Address	Address	Address
_____	_____	_____
Date	Date	Date

Signature _____
Date _____

CAPE ANN TRANSPORTATION AUTHORITY (CATA)
Revenue Enforcement and Protection Program Certification

Pursuant to M.G.L. ch. 62 C, Sec. 49A, I certify under penalties of perjury that (my Entity), to my best knowledge and belief, have (has) filed all state tax returns and paid all state taxes required under law.

SSN or Federal Identification Number

Signature of Individual or Entity Name

By: _____
Entity/Corporate Officer (if applicable)

Date: _____

Signature _____
Date _____

CAPE ANN TRANSPORTATION AUTHORITY (CATA)
Employer's Certificate of Compliance with Massachusetts Employee Security Law

Pursuant to G.L.C. 151A, Sec. 19A (b), I _____ on behalf of (Name of Employer)
_____, ID Number _____, certify under the penalties of
perjury that the aforementioned employer has complied with all the laws of the Commonwealth relating to
contributions and payments in lieu of contributions.

Signed under the penalties of perjury the _____ day of _____, 20 _____.

Name of Employer

Signature

Name (Printed)

Title (Printed)

The employer may certify its compliance if it has entered into and is complying with a repayment agreement satisfactory to the Commissioner or there is a pending adjudicatory proceeding or court action contesting the amount due pursuant to G.L.C. 161A Sec. 19A (c).

Signature _____
Date _____

CAPE ANN TRANSPORTATION AUTHORITY
ADDENDUM PAGE

The undersigned acknowledges receipt of the following addenda to the Proposal documents (give number and date of each):

Addendum No. _____ Dated _____

Failure to acknowledge receipt of all addenda may cause the Proposal to be considered not responsive to the invitation, which would require rejection of the Proposal.

Signature Title

Date Organization/Company

Signature _____
Date _____

CAPE ANN TRANSPORTATION AUTHORITY
COMPLETENESS OF BID/PROPOSAL

I herein certify that I have read and understand all BIDDING/PROPOSAL documents and any amendments submitted by the CAPE ANN TRANSPORTATION AUTHORITY and that I have fully complied with all provisions of same.

I further certify and represent that any omission or deviation from these documents may or will, at the sole discretion of CATA, render this proposal unresponsive and ineligible for further consideration in this process.

Company

Signature

Address

Name

Title

Telephone #

Date

Signature _____
Date _____