

MANCHESTER TRANSIT AUTHORITY

110 Elm Street • Manchester, New Hampshire 03101-2799

REQUEST FOR QUALIFICATIONS

RFQ #26-03

General Engineering Consultant (GEC) Services

Qualifications-Based Selection (QBS)

Item	Detail
Solicitation Type	Request for Qualifications (RFQ)
Contract Type	Qualifications-Based Selection (QBS)
Basis of Award	Most Qualified
Date Issued	June 22, 2026
Proposals Due	August 21, 2026, 3:00 PM (local time)
Anticipated Award	August 25, 2026
Performance Period	September 2026 – August 2028, with two (2) twelve-month extension options
Issued By	Michael Whitten, Executive Director

Notice to Bidders

Notice is hereby given that the Manchester Transit Authority (“MTA”) will receive proposals at 110 Elm Street, Manchester, New Hampshire 03101 until **3:00 PM on August 21, 2026**, for General Engineering Consultant (GEC) services in accordance with the applicable specifications set forth in this solicitation, RFQ #26-03, General Engineering Consultant Services.

Any name appearing on the Comptroller General’s list of ineligible contractors for federally financed and assisted work is not an eligible bidder. In addition, a proposal based upon the furnishing of equipment or components thereof manufactured by such an ineligible contractor will be ineligible for consideration.

The Contractor will be required to comply with all applicable Equal Employment Opportunity laws and regulations.

The right is reserved to accept any proposal or any part or parts thereof, or to reject any or all proposals. The right is reserved to refrain from awarding in part or in full.

Proposals must be securely sealed in a suitable envelope and marked on the outside as follows:

RFQ #26-03 — General Engineering Consultant Services Proposal

Field	Detail
Date	June 22, 2026
RFQ Number	26-03
Issued By	Michael Whitten, Executive Director

Thank you for your interest in public transit projects for MTA. Attached are the solicitation documents and information necessary to participate in the competition. A brief synopsis of the acquisition is provided below.

Acquisition Synopsis

Item	Detail
Description of Work	General Engineering Consultant Services
Solicitation Type	Request for Qualifications
Contract Type	Qualifications-Based Selection (QBS)
Basis of Award	Most Qualified
Anticipated Award Date	August 25, 2026
Performance Period	September 2026 – August 2028, with two (2) twelve-month extension options as mutually agreed

Proposals shall be submitted in writing no later than **August 21, 2026 at 3:00 PM** to:

Manchester Transit Authority
Attn: Michael Whitten — RFQ #26-03

110 Elm Street
Manchester, NH 03101

Certifications are available in Section 2 and must be completed if required under the federal threshold levels described.

General Project Information

Full-time GEC services may not be required at all times. This solicitation is for services based on the intermittent needs of MTA. Consultants are advised that selection of a GEC under this solicitation is not a guarantee of work being issued to the GEC.

The GEC's primary services are for development of MTA's design-build program and for design-build contract administration (DBCA) during implementation. Development services include all preconstruction activities required to advertise a design-build contract, development of training programs, updating manuals and guides, and assistance on programmatic activities related to design-build. DBCA services include acting as MTA's representatives for the review of designs submitted by design-build teams, coordination with the construction engineering team, and other construction-phase tasks assigned by MTA.

Secondary Services

- Providing project development support for projects selected for other alternative delivery methods, including but not limited to Construction Manager/General Contractor (CM/GC), Progressive Design-Build (PDB), and Public-Private Partnership (P3); and for design services during construction (DSDC) and/or contract administration on such contracts.
- Assisting MTA in the development of innovative contracting methods and procedures, construction engineering services, and design services on innovative contracting projects.
- Assisting MTA in the development or improvement of procedures, templates, and tools to support innovative contracting programmatic activities.

Scope of Work

The selected GEC will provide MTA assistance and support with developing and administering innovative contracting projects. These services include work at both the program and project level. Work may include assisting with program updates and improvements; assisting with pre-award activities such as preliminary engineering, procurement support, and oversight support; and post-award services including DBCA and construction engineering. MTA may request assistance with evaluating and implementing alternative contracting approaches new to MTA. The GEC may be assigned services where they must take the lead to accomplish the work with minimal direction from MTA.

The GEC will be expected to work cooperatively with other consultants and contractors that may be under contract with MTA.

The scope of work for contracts to be issued under this selection could include specific tasks within any or all of the following broad categories.

Primary Tasks

1. Pre-Award Project Development of Design-Build Projects

This may include, but is not limited to:

- Preparation of environmental documents
- Preparation of traffic analyses and alternative evaluation
- Preliminary design

- Public involvement
- Project estimating based on preliminary design quantities and historical unit prices
- Construction cost, schedule, and risk due diligence:
 - The GEC prepares a contractor-style, pro forma cost estimate based on the necessary labor, equipment, materials, and any other considerations that contractors would evaluate to prepare a bid. This provides a realistic, contractor-style estimate of the design-build (DB) contract price based on the RFP scope of work, contract language, technical and schedule requirements, and perceived risks as appropriate. In concert with the risk register and contract time determination schedule, the pro forma DB cost estimate may identify unintended consequences of RFP requirements that may be addressed prior to RFP issuance, as well as the potential need for any additional funding. This work is to be performed by staff independent of day-to-day project development activities.
 - The GEC prepares a realistic critical path method (CPM) contract time determination schedule for completion of the project in compliance with RFP documents. The schedule shows all anticipated implementation-phase activities, including administrative and design submittals, MTA review timeframes, and construction activities with durations in accordance with the RFP requirements.
 - The GEC prepares a preliminary risk register, facilitates risk meetings and/or workshops, develops a risk management plan, and supports MTA in managing and monitoring risk throughout a project.
- Utility investigation and coordination
- Survey
- Right-of-Way assistance
- Geotechnical services
- Development of performance-based project technical requirements
- Establishing and evaluating Statement of Qualification (SOQ) and Proposal scoring criteria

2. Prepare Solicitation and Contract Documents and Support the Procurement Process for Design-Build Projects

This may include, but is not limited to:

- Prepare and facilitate industry events such as forums and/or workshops
- Prepare Request for Qualifications (RFQ)
- Prepare industry review draft (as appropriate) and final Requests for Proposals (RFP)
- Manage submitter/proposer question-and-answer (Q&A) process throughout RFQ and RFP advertisement and provide initial responses to Q&A
- Evaluate and provide technical review of proposer alternative technical concepts (ATCs)
- Prepare Statement of Qualification (SOQ) and Proposal evaluation manuals
- Assist with RFP and RFQ evaluation processes
- Preparation of addenda

3. Post-Award Contract Administration of Design-Build Projects

This may include, but is not limited to:

- Design-Build Contract Administration (DBCA)
- Design verification/oversight support
- CPM schedule analysis and support
- Office support (e.g., labor compliance, change order preparation, administrative support, project controls)
- Contract administration and claims management

4. Support of MTA's Design-Build Program

This may include, but is not limited to:

- Updates to template design-build and progressive design-build contract documents
- Evaluation of potential projects
- Updates/developments to MTA Manuals and Standards
- Documenting lessons learned and assisting with process improvements
- Facilitating training sessions and developing training materials

Secondary Tasks

1. Development of Innovative Contracting Projects

- Perform GEC services on progressive design-build projects
- Assist MTA with researching, developing, and delivering innovative contracting projects
- Design services on innovative contracting projects
- Perform Independent Cost Estimating (ICE) services. This may include developing contractor-style pro forma cost estimates, construction schedules, and risk assessments; alignment of cost estimates with a third party; analyzing third-party cost estimates and proposals; and advising MTA on cost reasonableness and potential cost savings.
- Perform due diligence activities related to projects. This may include development of Requests for Letters of Interest, feasibility studies, asset assessments, evaluation of various delivery options, assessment of delivery options against key project objectives, high-level financial analysis of delivery and bundling options, market sounding, or other related tasks.

2. Construction Engineering Services

- Construction oversight support (construction engineering, inspection, testing, and quality management) on design-build or other innovative contracting projects
- Review of project submittals
- Office support (e.g., labor compliance, change order preparation, administrative support, project controls)

Procurement Timeline

It is the intent of MTA that the services concerned herewith begin as soon as contract negotiations are complete. The intended procurement timeline is as follows:

Milestone	Date
RFQ Advertised	June 23, 2026
Deadline for Submission of Written Inquiries	July 24, 2026
Written Responses to Inquiries (Addenda)	July 31, 2026
Qualification Proposals Due	August 21, 2026
Award and Notification Due No Later Than	September 4, 2026

Written Inquiries and Communications

All questions and requests for interpretation concerning this RFQ must be submitted in writing. No oral interpretations will be made to any bidder as to the meaning of the specifications or the terms and conditions of this RFQ. Written inquiries must be received no later than the deadline stated in the Procurement Timeline (July 24, 2026).

Direct all written inquiries to the designated point of contact:

Written Inquiries — Point of Contact	Detail
Name	Kelly Oxley
Email	koxley@mtabus.org
Mailing Address	Manchester Transit Authority, 110 Elm Street, Manchester, NH 03101-2799

MTA will respond to written inquiries by written addendum. Any change, clarification, or interpretation of this RFQ will be made only by written addendum issued by MTA and forwarded to all persons and firms to whom solicitation documents have been provided. Oral statements, interpretations, or representations made by any MTA representative shall not be binding and may not be relied upon. Bidders are responsible for confirming receipt of all addenda and acknowledging them as provided in the Acknowledgment of Addenda form in Section 2.

GEC Contracting Process

The selected GEC will receive subsequent Work Orders. The Work Order will state the detailed services needed and the timeframe in which the work shall be required for completion. It will also state the required Primary and Secondary prequalification classifications and DBE requirements. It is expected that many of the Work Orders will be on an expedited procurement schedule, and the GEC is required to provide adequate staffing to meet or exceed the required schedule.

The GEC will submit a Work Plan, usually within one week, as defined in the Work Order. The Work Plan will consist of the GEC's proposed approach and staffing plan to accomplish the tasks in the Work Order. MTA will review the Work Plan and work with the GEC to modify it as necessary. A price will be negotiated once the final Work Plan has been accepted. MTA or the GEC may request a scope verification meeting prior to accepting a final Work Plan. The final Work Plan should include:

1. The names of all personnel, including Key Personnel; roles assigned to personnel; and anticipated percentage of time committed to the project for Key Personnel.
2. The names of all included sub-consultants and their personnel.
3. Indication of firms performing each required prequalification classification.
4. A plan detailing how the service will be delivered and kept on schedule, including the level of MTA involvement and estimated dates for milestone events.
5. A priced proposal in accordance with current MTA requirements.
6. A conflict-of-interest disclosure statement for the GEC and all sub-consultant(s) proposed on the project.

Key Staff: The GEC will need approval from MTA's Project Manager for changes to any key staff.

General Staffing Requirements

The GEC is expected to provide a satisfactory number of qualified personnel as necessary to effectively carry out its responsibilities under each Work Order. Depending on the project, there may be work during nighttime hours, on weekends, and/or generally under tight time constraints. The number of personnel needed during any particular project may change as the project progresses.

At a minimum, the following Key Personnel positions must be proposed by the GEC:

- GEC Project Manager
- GEC Deputy Project Manager(s)
- Lead Procurement Advisor(s)
- Lead NEPA Planner
- Lead Design Engineer
- Lead Utility Coordinator
- Survey Manager
- Lead Geotechnical Engineer
- Lead Cost/Schedule/Risk Advisor
- Lead Construction Engineer
- Project Coordinator/Document Control Lead

The GEC will adequately staff each project sufficiently in advance of the beginning of work to be prepared to deliver the scope of work. However, the GEC must not assign any personnel to any project until submitting, in writing for MTA's review and approval, the qualifications of each person proposed to be assigned to that project. The GEC must submit its request for approval to the Project Manager at least two weeks before the date an individual is to report to work.

An individual who is previously approved by the Project Manager but whose performance is later determined by the Project Manager to be unsatisfactory will not be allowed to continue on the project and may be replaced by the GEC if an alternate is acceptable to the MTA Project Manager.

When the staffing needs for a project are reduced, the GEC will reduce the number of its personnel assigned to that project as appropriate. Any adjustment of the GEC's forces as recommended by the Project Manager will be accomplished within one week after notification. MTA reserves the right to add or reduce staff on projects as it so desires during the course of the project.

PROPOSAL SECTION 1

Terms and Conditions — General

1. Proposals will be received by the Executive Director, MTA, Manchester, New Hampshire, at the place and until the time specified in the Notice to Bidders, and then publicly read aloud for the information of bidders and others who may be present either in person or by representative. NO PROPOSAL WILL BE ACCEPTED AFTER THE TIME AND DATE SPECIFIED.
2. The following meanings are attached to the defined words when used in this Proposal form:
 - (a) The word “MTA” means the Manchester Transit Authority.
 - (b) The word “Bidder” means the person, firm, or corporation submitting a proposal on this specification or any part thereof.
 - (c) The word “Contractor” means the person, firm, or corporation with whom the Contract is made by carrying out the provisions of this RFP and the Contract.
3. Strict compliance with the requirements of the Notice to Bidders, Terms and Conditions, and the instructions printed on the forms is necessary. All designations and prices shall be fully and clearly set forth. All blank spaces in the RFP forms shall be suitably filled in. For the convenience of bidders, RFP forms are provided in this solicitation.
4. Each proposal must give the full business address of the bidder and be signed by the bidder with the bidder’s usual signature. Proposals by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and title of the person signing. Proposals by corporations must be signed with the legal name of the corporation, followed by the state of incorporation and by the signature and title of the president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A proposal by a person who affixes to a signature the word “president,” “secretary,” “agent,” or other title without disclosing the principal may be held to be the proposal of the individual signing. When requested by the Executive Director, MTA, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished.
5. The bidder shall submit an original (printed) and one electronic copy of the proposal. Proposals must be securely sealed in a suitable envelope, addressed, and marked on the outside as follows:

General Engineering Consultant Services

Date: August 21, 2026 RFQ Number: 26-03

MTA is not responsible for proposals not properly marked.

6. **Proposal security or proposal bond:** Not Required.
7. Changes to the specifications will be made by written addendum by MTA and will be forwarded to all persons and firms to whom documents have been submitted.
8. No oral interpretations will be made to any bidder as to the meaning of the specifications or terms and conditions of this RFP. Every request for such interpretation, or a request for a

change in the specifications or terms and conditions, shall be made in writing and addressed and forwarded to the Executive Director, MTA, 110 Elm Street, Manchester, New Hampshire 03101. Any unapproved deviations, exceptions, substitutes, alternates, or conditional qualifications contained in a proposal may be cause for its rejection.

9. Proposals may be withdrawn prior to the closing time for receipt of proposals. A request to withdraw a proposal must be submitted in writing and signed by the bidder. No requests to withdraw a proposal will be accepted if they are verbal or submitted after the closing time. Negligence on the part of the bidder in preparing the proposal confers no right for the withdrawal of the proposal after it has been opened.
10. Proposals may be modified by the bidder prior to the closing time for receipt of proposals. Modifications must be submitted in writing and signed by the bidder. Only additions or subtractions to the bidder's original proposal should be stated. Prices are not to be stated. No verbal modifications will be accepted after the closing time.
11. A proposal may be withdrawn or modified by facsimile communication provided such communication is signed by the person signing the original document and the facsimile is received by MTA prior to the closing time for the receipt of proposals.
12. MTA reserves the right to postpone the proposal opening for its own convenience and to waive any informality in proposals, and to reject any and all proposals, wholly or in part, and to make awards in a manner deemed in the best interests of MTA.
13. **Conflict of Interest.** Consultants are advised that the GEC providing services for a project will not be allowed to participate in or join any design-build team on projects developed under this selection. Sub-consultants will not be allowed to participate in or join a design-build team for a project on which they have provided or will provide development services under this selection.

Consultants are advised that a GEC providing development services for a project under this selection that includes access to or development of privileged, sensitive, and/or confidential documents may not be allowed to pursue separately solicited Construction Engineering service contracts for such projects.

Additional conflicts of interest may be identified on a project basis.

14. The bidder shall familiarize itself with the location of facilities and the areas of responsibility and labor therein. Failure to do so will not relieve a successful bidder of its obligation to furnish all labor necessary to carry out the provisions of this contract. Insofar as possible in carrying out its work, the Contractor must employ such methods and/or means as will not cause any interruption of or interference with the operations of MTA.
15. MTA, through the Executive Director, reserves the right to allow for any change in operating conditions or for any other cause not now foreseen, and to proportion required services or supplies according to available facilities. In addition, MTA reserves the right to negotiate with the successful Contractor for additional work required.
16. In submitting its proposal, the bidder certifies that no official or employee of the City of Manchester or MTA has any interest in the proposal or in the Contract which the bidder offers to execute, or in the expected profits to arise therefrom, and that its proposal is made in good faith without fraud or collusion or connection with any other person submitting a proposal.

17. MTA may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to MTA all such information and data for this purpose as MTA may request. MTA reserves the right to reject any proposal if the evidence submitted by, or investigation of, such bidder fails to satisfy MTA that such bidder is properly qualified to carry out the obligations of the contract.
18. Proposals shall be evaluated and selection made on the basis of demonstrated competence and qualification for the services required. Price is not a scoring metric and should not be included in the initial proposal.

MTA will rank proposals and request a detailed cost proposal from the top-ranked, most highly qualified firm. MTA will then negotiate price, labor hours, and profit with the most highly qualified proposer.

If an agreement on a fair and reasonable price cannot be achieved, negotiations will be formally terminated and the second most qualified firm will be asked for a detailed cost proposal, and the process will repeat until an agreement is reached or until MTA declines to issue an award.

19. **Evaluation Criteria.** All relevant information submitted will be used to rate each firm. The rating of each proposal will be based on the following:

- Experience and quality of services demonstrated with similar transportation facilities and similar projects.
- Experience of the firm's key personnel and proposed Project Team, specifically in relation to transit facilities and similar projects.
- Financial stability based on the firm's credit score.
- Compliance with all required certifications, forms, and attestations.

These evaluation criteria are ranked in order of their importance and will be assigned values accordingly. MTA reserves the right to conduct interviews and request additional information of respondents, provided that if it elects to do so, it shall make such requests of no more than the three highest-ranked respondents.

20. **Anticipated Duration of Contract.** MTA is seeking a two-year initial contract with two one-year extension options as mutually agreed.

21. **Assignability.** The terms and provisions of the Contract Documents shall be binding upon MTA and the Contractor and their respective partners, successors, heirs, executors, administrators, assigns, and legal representatives.

22. **Insurance.** The firm selected to perform the work described in this RFQ will be required to purchase and maintain:

- General Liability: \$1,000,000 per occurrence; \$3,000,000 aggregate. Coverage to include personal injury, bodily injury, property damage, and completed operations.
- Automobile Liability: \$1,000,000 combined single limit. Coverage to include owned, non-owned, hired, rented, and leased vehicles.
- Workers' Compensation Insurance: Coverage for all employees in accordance with applicable law, including Employers' Liability Insurance coverage in the amount of \$1,000,000 per accident.

- Professional Liability Insurance: \$1,000,000 per claim; \$3,000,000 aggregate.

The foregoing policies shall be issued by insurers qualified to do business in New Hampshire. All liability policies shall be written on an occurrence (not claims-made) basis and, other than the professional liability policy, shall be primary and non-contributory; shall include a waiver of subrogation; and shall name MTA as an additional insured. Prior to commencement of any work under this Agreement, the Contractor shall provide MTA with certificates of insurance and, upon request, the insurance policies and any applicable endorsements.

- 23. Protest and Appeal Procedures.** MTA's protest procedures and appeal process are attached hereto and made a part hereof, found in Section 2.
- 24.** Purchases are exempt from payment of all federal, state, and local sales and excise taxes in connection with the Project. Said taxes must not be included in proposal prices if proposal ranking results in a request for a detailed cost proposal. MTA will provide necessary tax exemption certificates to the supplier.
- 25. Proposal Acceptance.** Each proposal will be submitted with the understanding that the acceptance in writing by the purchaser of the offer to furnish any or all of the items described therein shall constitute a contract between the bidder and the purchaser, which shall bind the bidder to furnish and deliver at the proposal price, and in accordance with the conditions of said accepted proposal and specifications.
- 26.** The Contract Agreement will be in the form customarily employed by MTA and will incorporate the Notice to Bidders; the Terms, Conditions, and all contents of this RFP; and the entire contents of the bidder's proposal.
- 27.** The Revised Statutes Annotated of the State of New Hampshire, insofar as they apply to the laws of competitive proposing, contracts, and purchases, are made a part hereof.
- 28. Miscellaneous Contract Provisions.**
- (a) Contractor warrants that it has not been paid any bonus or commission for the purpose of obtaining this Contract.
 - (b) The failure of MTA at any time to insist upon strict performance of any terms, conditions, and covenants herein shall not be deemed a waiver of any subsequent breach or default of the terms, conditions, and covenants herein contained.
 - (c) Contractor shall not assign any interest or obligation in this Contract, and Contractor shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of MTA.
 - (d) Any proposed change or modification of this Contract shall be submitted in writing to MTA for its prior approval. All changes shall be by written agreement of MTA and Contractor.
 - (e) The proposal submitted by the Contractor is incorporated herein by reference as if fully set forth verbatim herein. In the event of conflict between this Contract and the proposal, the provisions of this Contract shall control.
 - (f) This Contract, except as set forth in the preceding paragraph, represents the entire and integrated Agreement between MTA and the Contractor and supersedes all prior negotiations, statements, instructions, representations, or agreements, whether written or oral. This Contract may not be modified, amended, or assigned except by written agreement duly signed by both parties.

- (g)** At the election of MTA, the invalidity or illegality of any provision of this Contract — other than that arising from the fiscal inability of MTA to pay the compensation due to the Contractor as it becomes due, as determined by a court of last resort of competent jurisdiction — shall not affect the validity of the remainder of this Contract, and this Contract shall remain in full force and effect as if such illegal or invalid provision were not contained herein.

PROPOSAL SECTION 2

Protest Procedures • Certifications • Acknowledgment of Addenda

Protest Procedures

The following protest procedures apply to this FTA-funded procurement and are part of the MTA Purchasing Manual.

Protests from the decisions of MTA to award or not award a procurement shall be submitted in writing to the Executive Director, MTA, 110 Elm Street, Manchester, New Hampshire 03101, not later than five (5) days from the date of MTA's decision. The protest shall, at a minimum, identify the decision in question, specify all reasons why the appealing party disagrees with the decision, and shall include all facts and justification, including technical information, in support of its position. The Executive Director may request additional information from the appealing party and information or a response from the bidders, which shall likewise be submitted in writing to the Executive Director not later than five (5) days from the date of MTA's request.

So far as practicable, protests will be decided upon the basis of the written appeal, information, and written responses submitted by the appealing party and other bidders; all parties are urged to make written submissions as complete as possible. Failure of any party to timely respond to a request for information may be deemed by MTA that such party does not desire to participate in the proceeding, does not contest the matter, or does not desire to submit a response, and in such event the appeal will proceed and will not be delayed due to the lack of a response.

Upon receipt and review of written submissions and any independent investigation deemed appropriate by MTA, the Executive Director shall either (a) render a decision, which shall be final, and advise all interested parties of same in writing; or (b) at the sole election of the Executive Director, conduct an informal hearing at which the interested participating parties will be afforded an opportunity to present their respective positions and facts, documents, justification, and technical information in support thereof. Parties may, but are not required to, be represented by counsel at the informal hearing, which will not be subject to formal rules of evidence or procedure. Following the informal hearing, the Executive Director shall render a decision that shall be final and advise all interested parties thereof in writing.

During the period of investigation, MTA shall refrain from entering into any contract with the awarded vendor pending the outcome of the protest.

Non-Collusion Certification (FTA-Assisted Procurement)

This certification is required for procurements assisted in whole or in part with federal financial assistance from the Federal Transit Administration. The undersigned, being duly authorized to act on behalf of the bidder/offeror, certifies that:

1. The prices and content of this proposal have been arrived at independently, without consultation, communication, or agreement with any other bidder, competitor, or potential competitor for the purpose of restricting competition as to any matter relating to such prices or content.
2. The prices and content quoted in this proposal have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor prior to the opening of proposals.
3. No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit, or not to submit, a proposal for the purpose of restricting competition.
4. The bidder has not, directly or indirectly, sought by agreement, communication, or conference with any person to fix the price of the proposal or of any other bidder, or to fix any overhead, profit, or cost element of the proposal price, or to secure any advantage against MTA or any person interested in the proposed contract.
5. No official or employee of MTA or of the City of Manchester has any direct or indirect financial interest in this proposal or in any contract that may result from it, and the bidder has not offered or given, and will not offer or give, any gratuity to any MTA official or employee in connection with this procurement.
6. The bidder is not on the Comptroller General's list of ineligible contractors and is not debarred, suspended, or otherwise excluded from participation in federally assisted transactions.

The person signing this certification affirms that they are authorized to represent the bidder and to make this certification, and that the statements herein are true and correct.

Firm / Bidder Name:

Authorized Signature	Date
Printed Name	Title

Acknowledgment of Addenda

The bidder acknowledges receipt of the following addenda to RFQ #26-03 and confirms that the provisions of each addendum have been incorporated into its proposal. The bidder is responsible for ascertaining, prior to submitting a proposal, that it has received all addenda issued. Failure to acknowledge any addendum may, at MTA's discretion, be cause for rejection of the proposal.

Addendum No.	Date Issued	Date Received / Initials

If no addenda were issued, the bidder shall so indicate by writing "NONE" above.

Firm / Bidder Name:

Authorized Signature	Date

PROPOSAL SECTION 2a
FEDERAL TRANSIT ADMINISTRATION
REQUIRED CONTRACT CLAUSES

General Engineering Consultant (Professional / A&E) Services and Building / Design-Build Construction

Issued in connection with RFQ #26-03

Purpose and Applicability

These clauses set forth the federal contract provisions that the Manchester Transit Authority (“MTA”) must include in third-party contracts funded in whole or in part with financial assistance from the Federal Transit Administration (“FTA”). They are drawn from the requirements identified in the current FTA Master Agreement, 2 CFR Part 200, and other applicable federal statutes and regulations. Where a conflict exists between any FTA-mandated term and any other provision of the contract, the FTA-mandated term controls.

Procurement method. The GEC contract is a professional architectural and engineering (A&E) services contract awarded by Qualifications-Based Selection (QBS) under the Brooks Act (40 U.S.C. §§ 1101–1104) and 49 U.S.C. § 5325(b). Price is not a proposal evaluation factor; it is negotiated only with the most highly qualified firm.

How to use this appendix. Part A lists the clauses applicable to the GEC professional-services contract. Part B lists the additional clauses that apply to building and design-build construction work and that the GEC must incorporate (and flow down) when it prepares solicitations and contracts on MTA’s behalf, or that apply where the GEC performs construction-related tasks. Dollar thresholds are noted for each clause; clauses do not apply to micro-purchases except for construction contracts over \$2,000 where Davis-Bacon applies.

Flow-down. Unless stated otherwise, the Contractor must include each applicable clause in every subcontract financed in whole or in part with FTA assistance and require lower-tier compliance.

Clause Summary

Part A — GEC / Professional (A&E) Services	Applies When
No Federal Government Obligation to Third Parties	All contracts
Program Fraud and False Statements	All contracts
Access to Records and Reports	All contracts
Federal Changes	All contracts
Termination	Over \$10,000
Civil Rights (Title VI, EEO, ADA)	All contracts
Disadvantaged Business Enterprise / Prompt Payment	As set in each Work Order
Incorporation of FTA Terms	All contracts
Debarment and Suspension	Over \$25,000
Breaches and Dispute Resolution	Over \$25,000
Lobbying (Byrd Anti-Lobbying)	Over \$100,000
Clean Air and Clean Water	Over \$150,000
Energy Conservation	All contracts
Patent Rights and Rights in Data	A&E / R&D work product
Access Requirements for Persons with Disabilities	All contracts
Safe Operation of Motor Vehicles	All contracts

Telecommunications / Video Surveillance Prohibition	All contracts
Federal Tax Liability & Recent Felony Convictions (§ 4(g))	All contracts
Federal Tax Liability & Recent Felony Convictions (DOT Order 4200.6)	All contracts
Domestic Preferences for Procurements (separate from Buy America)	All contracts
Procurement of Recovered Materials	EPA-designated items
Special Notification Requirements for States	If recipient is a State
Fly America	If international air travel

Part B — Building / Design-Build Construction	Applies When
Special DOL EEO Clause for Construction	Construction over \$10,000
Veterans Employment Preference	Construction contracts
Buy America	Construction; steel, iron, manufactured products > \$150,000
Davis-Bacon and Copeland Anti-Kickback	Construction over \$2,000
Contract Work Hours and Safety Standards Act	Over \$100,000 w/ laborers or mechanics
Bonding Requirements	Construction / facility over \$250,000
Seismic Safety	New buildings or additions
Cargo Preference	If ocean transport of materials

Part A — Federal Clauses for the GEC (Professional / A&E) Services Contract

1. No Federal Government Obligation to Third Parties

Applicable to all contracts.

- (1) Acknowledgment of Limited Federal Role. MTA and the 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 MTA, the Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- (2) Flow-Down. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with FTA assistance. The clause shall not be modified except to identify the subcontractor subject to its provisions.

2. Program Fraud and False or Fraudulent Statements or Related Acts

Applicable to all contracts.

- (1) The Contractor acknowledges that the Program Fraud Civil Remedies Act of 1986, as amended (31 U.S.C. § 3801 et seq.), and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this project.
- (2) Upon execution of the underlying contract, the Contractor certifies and affirms the truthfulness and accuracy of any statement it has made, makes, may make, or causes to be made pertaining to the underlying contract or the FTA-assisted project for which the work is performed.
- (3) In addition to other applicable penalties, the Contractor acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submittal, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 to the extent the Federal Government deems appropriate.
- (4) If the Contractor makes a false, fictitious, or fraudulent claim, statement, submittal, or certification to the Federal Government under a contract connected with a project financed under 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) to the extent it deems appropriate.
- (5) The Contractor shall include the above clauses in each subcontract financed in whole or in part with FTA assistance, modified only to identify the subcontractor.

3. Access to Records and Reports

Applicable to all contracts.

- (1) Record Maintenance. The Contractor agrees to maintain satisfactory records related in whole or in part to the award and the underlying agreement, including financial records of assets received, costs incurred, and program income; other records needed for reporting; records in formats satisfactory to FTA; and records that are accessible for review and reasonably separable from unrelated records.
- (2) Access to Records. The Contractor agrees to provide, and to require each subrecipient to provide, sufficient access to inspect and audit records and information related to the award —

including records the Contractor regards as confidential or proprietary — to the U.S. Secretary of Transportation and the Secretary's authorized representatives, and to the Comptroller General of the United States and authorized representatives.

- (3) **Access to Sites of Performance.** The Contractor agrees to permit, and to require its subrecipients to permit, FTA to have access to the sites of performance and to make site visits as needed in compliance with U.S. DOT regulations.
- (4) **Closeout.** Closeout of the award does not alter the record-retention or access requirements of this section.

4. Federal Changes

Applicable to all contracts.

The Contractor agrees to comply with all applicable federal laws, regulations, and requirements, including those in the FTA Master Agreement and any amendments, as they may be amended from time to time during the term of the contract. The Contractor agrees to incorporate applicable federal requirements into all subcontracts financed in whole or in part with FTA assistance and to ensure lower-tier compliance. Failure to comply may constitute a material breach of this contract.

5. Termination

Applicable to all contracts.

- (a) **Termination for Convenience.** MTA may terminate the contract, in whole or in part, at any time by written notice to the Contractor when it is in MTA'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.
- (b) **Termination for Default.** If the Contractor fails to deliver in accordance with the contract schedule, fails to perform services in the manner called for, or fails to comply with any other provision of the contract, MTA may terminate the contract for default.
- (c) **Opportunity to Cure.** MTA, in its sole discretion, may allow the Contractor an appropriately short period in which to cure the defect.
- (d) **Waiver.** Waiver by MTA of any breach shall not limit its remedies for any succeeding breach of that or any other term, covenant, or condition of the contract.

6. Civil Rights (Title VI, Equal Employment Opportunity, and ADA)

Applicable to all contracts.

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest, agrees as follows:

A. Compliance with Regulations. The Contractor and any subcontractors shall comply with all applicable federal civil-rights laws and regulations, including Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); 49 U.S.C. § 5332; U.S. DOT regulations at 49 CFR Part 21; and FTA Circular 4702.1B and any subsequent implementing requirements, all of which are incorporated by reference.

B. Nondiscrimination. The Contractor shall not discriminate on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), age, disability, or any other protected characteristic in the selection and retention of subcontractors, the procurement of materials and equipment, or in employment practices in programs or activities funded in whole or in part by FTA.

C. Solicitations. In all solicitations, whether by competitive bidding or negotiation, the Contractor shall notify each potential subcontractor or supplier of its obligations concerning nondiscrimination.

D. Information and Reports. The Contractor shall provide all information and reports required by the regulations and permit access to its books, records, accounts, and facilities as determined by MTA or FTA to ascertain compliance.

E. Sanctions for Noncompliance. In the event of noncompliance, MTA or FTA may impose appropriate sanctions, including withholding of payments and/or cancellation, termination, or suspension of the contract, in whole or in part.

F. Incorporation. The Contractor shall include the provisions of paragraphs A through E in every subcontract, including procurements of materials and equipment, unless exempt, and shall take action to enforce them as MTA or FTA may direct.

7. Disadvantaged Business Enterprise (DBE) and Prompt Payment

Applicable as specified in each Work Order.

Nondiscrimination. This contract is subject to 49 CFR Part 26. The Contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract and shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure to do so is a material breach and may result in termination or other remedy, including withholding of progress payments, sanctions, liquidated damages, and/or disqualification from future bidding as non-responsible.

Participation. Where a contract goal is established in a Work Order, bidders/offerors must document sufficient DBE participation to meet the goal or demonstrate adequate good-faith efforts under 49 CFR § 26.53. Where no contract goal is established, the successful offeror must report DBE participation achieved through race-neutral means during the period of performance.

Prompt Payment and Retainage. The prime contractor agrees to pay each subcontractor for satisfactory performance no later than 15 days after receipt of each payment from MTA, and to return retainage to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay may occur only for good cause with prior written approval of MTA. This clause applies to both DBE and non-DBE subcontracts.

Termination of a DBE. The Contractor must promptly notify MTA if a DBE subcontractor is terminated or fails to complete its work and must make good-faith efforts to engage another DBE. The Contractor may not terminate a DBE and self-perform that work, or use an affiliate, without MTA's prior written consent.

8. Incorporation of Federal Transit Administration (FTA) Terms

Applicable to all contracts.

The preceding provisions include certain Standard Terms and Conditions required by U.S. DOT, whether or not expressly stated. All U.S. DOT-required contractual provisions, as stated in FTA Circular 4220.1G, are incorporated by reference. In the event of a conflict between any provision of this Agreement and the FTA-mandated terms, the FTA-mandated terms prevail. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause MTA to be in violation of FTA terms and conditions.

9. Government-wide Debarment and Suspension

Applicable to contracts over \$25,000.

The Contractor shall comply with 2 CFR Part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 CFR Part 1200. The Contractor will not enter into any covered transaction with any party that is debarred, suspended, declared ineligible, or voluntarily excluded, except as authorized by 2 CFR Part 1200 and 2 CFR Part 180 (including Executive Orders 12549 and 12689). The Contractor will review SAM.gov to verify that lower-tier participants are not debarred or suspended, and will include a similar provision in each lower-tier covered transaction. The Contractor's submission of a bid or proposal is a material representation of fact that it and its principals are not debarred or suspended.

10. Breaches and Dispute Resolution

Applicable to contracts over \$25,000.

- (a) Disputes arising under the performance of this contract that are not resolved by agreement of the parties shall be decided in writing by MTA's authorized representative. This decision is final and conclusive unless, within ten (10) days of receipt, the Contractor furnishes a written appeal to MTA's Executive Director, who shall afford the Contractor an opportunity to be heard and to offer evidence. The decision of the Executive Director is binding.
- (b) FTA Interest. FTA has a vested interest in the settlement of any violation of federal law, including the False Claims Act (31 U.S.C. § 3729). MTA agrees to notify FTA of any such violations and to cooperate in resolving them.
- (c) Performance During Dispute. Unless otherwise directed by MTA, the Contractor shall continue performance while matters in dispute are being resolved.
- (d) Claims for Damages. A claim for injury or damage to person or property caused by an act or omission of the other party shall be made in writing within ten (10) days after first observance.
- (e) Remedies. The rights and remedies under the contract are in addition to, and not a limitation of, any duties, obligations, rights, and remedies otherwise available by law.

11. Lobbying (Byrd Anti-Lobbying Amendment)

Applicable to A&E, professional service, construction, and other contracts over \$100,000.

Contractors bidding on or applying for a federal contract, grant, loan, or cooperative agreement exceeding \$100,000 must submit a certification that no federal appropriated funds have been or will be paid to influence any federal agency officer or employee, Member of Congress, or congressional employee in connection with the award; and that, if any non-federal funds have been paid for lobbying, the contractor will complete and submit Standard Form LLL, "Disclosure of Lobbying Activities." This certification is a material representation of fact upon which reliance is placed. Any person who fails to file the required certification is subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. The Contractor shall include this certification language in all tiers of subcontracts and subgrants and require recertification accordingly.

12. Clean Air and Clean Water

Applicable to contracts over \$150,000.

- (1) The Contractor shall comply with all applicable standards, orders, and regulations under the Clean Air Act (42 U.S.C. § 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.).

- (2) The Contractor shall report each violation to MTA and understands that MTA will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.
- (3) The Contractor shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with FTA assistance.

13. Energy Conservation

Applicable to all contracts.

The Contractor agrees to comply with the mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6321 et seq.). The Contractor shall ensure that it is familiar with and complies with the energy-conservation standards and policies applicable to its projects.

14. Patent Rights and Rights in Data

Applicable to A&E work product and to experimental, developmental, or research work.

Patent Rights. If the Contractor produces a patented or patentable invention, improvement, or discovery conceived or first reduced to practice under the project, MTA shall notify FTA immediately and provide a detailed report. Rights are determined under applicable federal law, including 35 U.S.C. § 200 et seq. and U.S. Department of Commerce regulations at 37 CFR Part 401. License fees and royalties are treated as program income.

Rights in Data and Copyrights. “Subject data” means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the agreement — including computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, and related information — but not financial reports, cost analyses, or similar information used for project administration. Except for internal use, institutions of higher learning, data already publicly released, or data released with prior federal consent, MTA may not publish or reproduce subject data, or permit others to do so. The Contractor grants the Federal Government a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, subject data for federal government purposes.

Hold Harmless. If the Contractor willfully or intentionally violates proprietary rights, copyrights, or privacy rights in connection with project data, it shall indemnify and hold harmless the Federal Government and its officers, employees, and agents acting within the scope of their duties, except where prohibited by state law or caused by federal personnel.

15. Access Requirements for Persons with Disabilities

Applicable to all contracts.

The Contractor shall comply with 49 U.S.C. § 5301(d), which states the federal policy that elderly individuals and persons with disabilities have the same right as others to use public transportation services and facilities; with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794); and with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), as amended, and implementing regulations. The Contractor shall include these requirements in all subcontracts and maintain documentation of compliance, available to MTA and FTA on request.

16. Safe Operation of Motor Vehicles (Seat Belt Use and Distracted Driving)

Applicable to all contracts.

Seat Belt Use. The Contractor shall implement Executive Order No. 13043, “Increasing Seat Belt Use in the United States,” by adopting and promoting on-the-job seat-belt-use policies and programs for employees and other personnel who operate company-owned, company-rented, or personally owned vehicles while performing work under the award, and shall include a seat-belt-use provision in each related third-party agreement.

Distracted Driving. The Contractor shall comply with Executive Order No. 13513, “Federal Leadership on Reducing Text Messaging While Driving,” and U.S. DOT Order 3902.10, by adopting and enforcing workplace safety policies that prohibit text messaging while driving company-supplied or personally owned vehicles when on official business, and shall include this provision in all third-party agreements at every tier.

17. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Applicable to all contracts.

The Contractor acknowledges that Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) and 2 CFR § 200.216 prohibit the obligation or expenditure of federal award funds to procure or obtain certain “covered telecommunications equipment or services.” The Contractor represents and warrants that it has performed due diligence on its supply chain and that no covered telecommunications equipment or services will be provided under this contract in a manner that would cause MTA to violate the prohibition, and shall include this certification as a flow-down clause in all subcontracts and supply agreements. Failure to comply may be treated as a material breach.

18. Federal Tax Liability and Recent Felony Convictions

Applicable to all contracts.

In accordance with the FTA Master Agreement and applicable federal appropriations-act provisions, the Contractor certifies, as a condition of award, that it is not a corporation that:

- (1) has any unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; or
- (2) was convicted of a criminal violation under any federal law within the preceding twenty-four (24) months.

Where the Contractor cannot make this certification, MTA may not enter into the contract unless the relevant federal agency has considered suspension or debarment and determined that further action is not necessary to protect the federal interest. The Contractor shall provide this certification upon request and include this requirement in covered subcontracts.

19. Federal Tax Liability and Recent Felony Convictions — U.S. DOT Order 4200.6

Applicable to all contracts.

Pursuant to U.S. DOT Order 4200.6, which implements the federal appropriations-act restrictions described above, the Contractor certifies as a condition of award that it is not a corporation that has an unpaid federal tax liability of the type described in the preceding clause, and that it has not been convicted of a felony criminal violation under any federal law within the preceding twenty-four (24)

months, except where the awarding agency has considered suspension or debarment and concluded that no further action is necessary to protect the federal interest. The Contractor agrees to furnish such certification upon request and to flow this requirement down to covered subcontracts.

20. Domestic Preferences for Procurements

Applicable to all contracts; separate from Buy America.

As appropriate, and to the greatest extent practicable and consistent with law, MTA and the Contractor should provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States — including, but not limited to, iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause, “produced in the United States” and “manufactured products” have the meanings given in 2 CFR Part 184 and 2 CFR § 200.322. The Contractor shall include the requirements of this clause in all applicable subawards and subcontracts. This domestic-preference requirement is separate from, and in addition to, the Buy America requirements of 49 U.S.C. § 5323(j).

21. Procurement of Recovered Materials

Applicable where the contract involves the purchase of EPA-designated items.

A Contractor that is a state agency or an agency of a political subdivision of a state, and its contractors, must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. § 6962). The requirements of Section 6002 include:

- (1) Procuring only items designated in the guidelines of the U.S. Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000;
- (2) Procuring solid waste management services in a manner that maximizes energy and resource recovery; and
- (3) Establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

22. Special Notification Requirements for States

Applicable when the recipient is a State; this provision is also required in the solicitation.

This provision applies only if and to the extent MTA is a “State” for purposes of the FTA Master Agreement. To the extent applicable, the State agrees to comply with the special notification requirements of FTA Master Agreement § 37, including providing required notifications to FTA and to affected parties regarding the federal assistance supporting the procurement, and to include this provision in its solicitation documents. MTA is a public transit authority and not a State; this provision is included for completeness and applies only if and to the extent MTA acts as, or on behalf of, a State recipient. MTA should confirm the precise obligations against the version of the Master Agreement incorporated into its award.

23. Fly America

Applicable to any contract that may involve international air transportation of persons or property.

To the extent the Contractor performs U.S. Government-financed international air travel or transportation under this contract, it shall comply with the Fly America Act (49 U.S.C. § 40118) and GSA regulations at 41 CFR Part 301-10, using U.S.-flag air carriers to the extent service is available. Use of a foreign air carrier is permitted only under the limited exceptions in the regulations, and the Contractor shall provide a written certification explaining why U.S.-flag service was not available or used. The Contractor shall include this requirement in all subcontracts that may involve international air transportation.

Part B — Additional Clauses for Building / Design-Build Construction

Note. These clauses apply to construction contracts and to building or design-build work. The GEC must incorporate and flow them down when preparing solicitations and contracts on MTA's behalf, and they apply where a Work Order assigns the GEC construction-related tasks. They are in addition to the Part A clauses.

24. Special DOL Equal Employment Opportunity Clause for Construction

Applicable to all construction contracts exceeding \$10,000.

The contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status.

25. Veterans Employment Preference

Applicable to construction contracts.

- (1) To the extent practicable, the contractor working on a capital project funded with federal assistance shall give a hiring preference to veterans — as defined in 5 U.S.C. § 2108 — who have the requisite skills and abilities to perform the construction work required under the contract.
- (2) This preference shall not be construed to require an employer to give a preference to a veteran over any equally qualified applicant who is a member of a racial or ethnic minority, a woman, an individual with a disability, or a former employee. The contractor shall include this clause in subcontracts as applicable.

26. Buy America

Applicable to construction contracts and to acquisitions of steel, iron, and manufactured products valued over \$150,000.

The contractor shall comply with 49 U.S.C. § 5323(j) and 49 CFR Part 661. Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted or a general waiver applies (general waivers are listed at 49 CFR § 661.7). A bidder or offeror shall submit a completed Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver; a proposal not accompanied by a completed certification shall be rejected as non-responsive. This requirement does not apply to lower-tier subcontractors.

27. Davis-Bacon Act and Copeland “Anti-Kickback” Act

Applicable to prime construction contracts and subcontracts over \$2,000 for actual construction, alteration, or repair (including painting and decorating).

Davis-Bacon Act. The contractor shall comply with the Davis-Bacon Act and U.S. DOL regulations at 29 CFR Part 5. Laborers and mechanics shall be paid not less than the prevailing wage rates specified in the wage determination issued by the U.S. Secretary of Labor, and wages shall be paid

at least once per week. MTA will provide the current applicable wage determination; no affected contract shall be awarded until the contractor agrees to the required wage determination. MTA shall report suspected violations to FTA.

Copeland Anti-Kickback Act. The contractor shall comply with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145) and U.S. DOL regulations at 29 CFR Part 3, and shall not, by any means, induce any person employed in the construction, completion, or repair of public work to give up any part of the compensation to which the employee is otherwise entitled.

Flow-Down. The contractor shall include these provisions in all subcontracts exceeding \$2,000 financed in whole or in part with FTA assistance and shall ensure subcontractor compliance, including monitoring and reporting.

28. Contract Work Hours and Safety Standards Act

Applicable to contracts over \$100,000 that involve the employment of laborers or mechanics.

- (1) Overtime. No contractor or subcontractor shall require or permit any laborer or mechanic to work in excess of 40 hours in a workweek unless compensated at not less than one and one-half times the basic rate of pay for all hours worked over 40.
- (2) Liability. In the event of a violation, the responsible contractor or subcontractor is liable for the unpaid wages and for liquidated damages computed at \$10 per affected laborer or mechanic (including watchmen and guards) for each calendar day worked over 40 hours without the required overtime pay.
- (3) Withholding. MTA may, on its own initiative or upon written request of U.S. DOL, withhold from amounts payable sums necessary to satisfy liabilities for unpaid wages and liquidated damages.
- (4) Subcontracts. The contractor shall include these provisions in all subcontracts and require lower-tier inclusion, and is responsible for compliance by all subcontractors.

29. Bonding Requirements

Applicable to construction or facility improvement contracts or subcontracts exceeding \$250,000.

- (a) Bid Guarantee. Each bidder shall provide a bid guarantee equal to five percent (5%) of the bid price (bid bond, certified check, or other negotiable instrument).
- (b) Performance Bond. The contractor shall furnish a performance bond for 100% of the contract price.
- (c) Payment Bond. The contractor shall furnish a payment bond to assure payment of all labor and materials: 50% of the contract price if not more than \$1 million; 40% if more than \$1 million but not more than \$5 million; and \$2.5 million if more than \$5 million.
- (d) Alternative Security. Cash deposits, certified checks, other negotiable instruments, or irrevocable letters of credit may be accepted in lieu of bonds if adequate protection of the federal interest is ensured. Surety companies must be acceptable to MTA and listed under 31 CFR Part 223.

30. Seismic Safety

Applicable to construction of new buildings or additions to existing buildings.

Any new building or addition to an existing building shall be designed and constructed in accordance with the seismic safety standards in the U.S. DOT Seismic Safety Regulations, 49 CFR Part 41. The

contractor shall certify compliance to the extent required by the regulation, ensure that subcontractor work complies, and maintain documentation and certifications demonstrating compliance, available on request.

31. Cargo Preference — Use of United States-Flag Vessels

Situational — applicable to contracts involving ocean transportation of equipment, materials, or commodities.

For contracts involving ocean transportation, the contractor shall use privately owned U.S.-flag commercial vessels to ship at least 50 percent of the gross tonnage of equipment, materials, or commodities involved, to the extent such vessels are available at fair and reasonable rates. The contractor shall furnish a legible copy of a rated, “on-board” commercial ocean bill-of-lading to MTA and to the Maritime Administration (MARAD), Division of National Cargo, within the timeframes specified in 46 CFR Part 381, and shall include these requirements in all applicable subcontracts.

PROPOSAL SECTION 2b — FEDERAL CERTIFICATIONS

Required Bidder / Offeror Certifications

Federal Certifications — Instructions to Bidders

This section consolidates the federal certifications required for procurements assisted in whole or in part with financial assistance from the Federal Transit Administration (FTA). Each certification must be completed, signed by a person authorized to bind the firm, and submitted with the proposal unless otherwise noted. These certifications are in addition to the firm's execution of the contract, by which it agrees to all FTA-required contract clauses. The Non-Collusion Certification required for this procurement appears earlier in Section 2.

Certification	Required For	When
Certification Regarding Lobbying	GEC proposal (over \$100,000)	With proposal
Debarment, Suspension, and Responsibility Matters	GEC proposal (over \$25,000)	With proposal
Federal Tax Liability and Recent Felony Convictions	GEC proposal	With proposal
Disadvantaged Business Enterprise (DBE) Assurance	GEC proposal	With proposal
Non-Collusion Certification	GEC proposal (see Section 2)	With proposal
Buy America Certificate	Construction / manufactured products	With construction bids

Note. The Buy America Certificate does not apply to the GEC professional-services contract itself; it is included for use in the construction, rolling stock, and manufactured-products solicitations that the GEC prepares on MTA's behalf, where a completed certificate must accompany each bid.

Certification Regarding Lobbying

Required for contracts exceeding \$100,000. (Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352.)

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 an 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, or the extension, continuation, renewal, 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 any of the above-listed officials in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Standard Form-LLL filed? ☐ No (no reportable lobbying) ☐ Yes (SF-LLL attached)

Firm / Bidder Name:

Authorized Signature	Date
Printed Name	Title

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

Required for contracts expected to exceed \$25,000. (2 CFR Part 180, as adopted by 2 CFR Part 1200; Executive Orders 12549 and 12689.)

- (1) The prospective 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) The prospective participant further certifies that it has not, within the preceding three (3) years, been convicted of or had a civil judgment rendered against it for the matters described in 2 CFR § 180.800, and is not presently indicted for or otherwise criminally or civilly charged with such offenses.
- (3) Where the prospective participant is unable to certify to any of the statements in this certification, it shall attach a written explanation to this proposal.

The prospective participant agrees that it will review SAM.gov and include a clause requiring compliance with 2 CFR Parts 180 and 1200 in any lower-tier covered transaction, and will not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded.

Firm / Bidder Name:

Authorized Signature	Date
Printed Name	Title

Certification of Federal Tax Liability and Recent Felony Convictions

Required for all contracts. (U.S. DOT Order 4200.6; FTA Master Agreement § 4(g); federal appropriations-act provisions.)

The undersigned certifies, on behalf of the bidder/offeror, that the bidder/offeror is not a corporation that:

- (1) has any unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; or
- (2) was convicted of a felony criminal violation under any federal law within the preceding twenty-four (24) months.

Select one:

- ☐ The bidder/offeror is a corporation and certifies to statements (1) and (2) above.
- ☐ The bidder/offeror is not a corporation; this certification is not applicable.
- ☐ The bidder/offeror is unable to certify and has attached a written explanation (MTA will consult with FTA before award).

Firm / Bidder Name:

Authorized Signature	Date
Printed Name	Title

Disadvantaged Business Enterprise (DBE) Assurance

Required for all DOT-assisted contracts. (49 CFR Part 26, § 26.13.)

The bidder/offeror provides the following assurance, which shall be included in this contract and in each subcontract the prime contractor signs with a subcontractor:

“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 DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.”

Where a DBE contract goal is established in a Work Order, the bidder/offeror shall document sufficient DBE participation to meet the goal or demonstrate adequate good-faith efforts under 49 CFR § 26.53. Where no goal is established, the bidder/offeror shall report DBE participation achieved through race-neutral means during performance. The prime contractor agrees to the prompt-payment and retainage requirements (payment within 15 days; return of retainage within 30 days) for all subcontractors.

DBE participation on this proposal (if a goal applies):

DBE Firm Name	Scope of Work	Committed %

Firm / Bidder Name:

Authorized Signature	Date
Printed Name	Title

Buy America Certificate

Required for construction, rolling stock, and steel, iron, and manufactured-products procurements (over \$150,000). Not applicable to the GEC professional-services contract. (49 U.S.C. § 5323(j); 49 CFR Part 661.)

A bidder or offeror must complete and submit one of the certificates below with its bid. A bid not accompanied by a completed certificate shall be rejected as non-responsive.

Certificate of Compliance with Buy America Requirements

- ☐ The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. § 5323(j) and the applicable regulations of 49 CFR Part 661.

Certificate of Non-Compliance with Buy America Requirements

- ☐ The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. § 5323(j) and 49 CFR Part 661, but may qualify for an exception pursuant to 49 U.S.C. § 5323(j)(2) (e.g., non-availability, public interest, or excessive cost) or a general waiver under 49 CFR § 661.7.

Firm / Bidder Name:

Authorized Signature	Date
Printed Name	Title