

EXHIBIT COVER PAGE

EXHIBIT'S: A, B, and C

All exhibit certifications must be signed and dated, with a hard-copy and a soft-copy returned with the bid documents under a separate TAB.

EXHIBIT 'A'

FEDERAL ARTICLES AND CERTIFICATIONS

(1) FEDERAL CHANGES

Contractor agrees to comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (5) dated October, 1998) between "END USER" 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.

(2) OFFICIALS NOT TO BENEFIT

- A. No member 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.
- B. No member, officer or employee of "END USER", or of any other local public body having jurisdiction over "END USER", during his tenure or for one year thereafter, shall have any interest direct or indirect, in the Contract or the proceeds thereof.
- C. Contractor covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services required under this Contract. In the event any question of possible conflict should arise, the determination of "END USER" shall be controlling. Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed by Contractor.

(3) COVENANT AGAINST CONTINGENT FEES

Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business. For breach or violation of this warranty "END USER" shall have the right to annul this Contract without liability or in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

(4) BUY AMERICA

- A. Contractor agrees to comply with the "Buy America" requirements of 49 United States Code (USC) §5323(j) and 49 Code of Federal Regulations (CFR) Part 661, as may be amended from time to time, and applicable federal regulations, which provide that 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 by FTA or the product is subject to a general waiver. General waivers are listed in 49CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323 (j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content. For a component to be of domestic origin, more than 60 percent of the subcomponents of that component, by cost, must be of domestic origin, and the manufacture of the component must take place in the United States. If, under the terms of this part, a component is determined to be of domestic origin, its entire cost may be used in calculating the cost of domestic content of an end product.
- B. A bidder or offeror must submit to "END USER" the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a properly completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors. See bidding/proposing form entitled "Buy America Certification".

(5) ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES

Contractor agrees to comply with, and assure that any subcontractor or any other third party contractor under this Contract complies with all applicable requirements regarding Access for Individuals with Disabilities contained in the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. __ 12101 et seq.; section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. _794; 49 U.S.C. _ 5301(d); and any other applicable Federal regulations, including any amendments thereto.

(6) FEDERAL MOTOR VEHICLE SAFETY STANDARDS (FMVSS)

Contractor shall furnish to the Contracting Officer, at time of delivery, a manufacturer's FMVSS self-certification, Federal Motor Vehicles Safety Standards, that the vehicle complies with relevant FMVSS or two manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations, which are in effect at time of bus manufacture.

(7) ENVIRONMENTAL REQUIREMENTS

Contractor and any subcontractor or third party contractor under this Contract shall comply with all applicable environmental requirements and regulations, including any amendments, as follows:

- A. Environmental Protection.** Contractor agrees to comply all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. __ 4321 et seq.
- B. Air Quality.** Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §§ 7401 et seq. Contractor agrees to report each violation to "END USER" and understands and agrees that the "End User" will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
- C. Clean Water.** 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. Contractor agrees to report each violation to "END USER" and understands and agrees that the Agency 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 \$100,000 financed in whole or in part with Federal assistance provided by FTA.
- D. Use of Public Lands.** Contractor agrees to ensure that no publicly owned land from a park, recreation area, or wildlife or waterfowl refuge of national, state, or local significance as determined by the Federal, state, or local officials having jurisdiction thereof, or any land from a historic site of national, state, or local significance may be used under this Contract unless the FTA makes the specific findings required by 49 U.S.C. _ 303.
- E. Historic Preservation.** Contractor agrees to assist the Federal Government in complying with section 106 of the National Historic Preservation Act, 16 U.S.C. _ 470f, involving historic and archaeological preservation.
- F. Mitigation of Adverse Environmental Effects.** Contractor shall take all reasonable steps to minimize adverse environmental effects in accordance with 49 U.S.C. _ 5324(b), and all other applicable Federal laws and regulations, specifically the procedures of 23 C.F.R. Part 771 and 49 C.F.R. Part 622.
- G. Energy Conservation.** The Contractor agrees to comply with 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.

(8) MOTOR VEHICLE POLLUTION REQUIREMENTS

Contractor agrees to provide a certification in writing that:

- A.** The horsepower of the vehicle is adequate for the speed, range and terrain in which it will be required to operate and also to meet the demands of all auxiliary power equipment.
- B.** All gases and vapors emanating from the crankcase of a start-ignition engine are controlled to minimize their escape into the atmosphere.
- C.** Visible emission from the exhaust will not exceed No. 1 on the Ringlemann Scale when measured six inches from the tail pipe with the vehicle in steady operation.
- D.** When the vehicle has been idled for three minutes and then accelerated to 80 percent of rated speed under load, the opacity of the exhaust will not exceed No. 2 on the Ringlemann Scale for more than five seconds, and not more than No. 1 on the Ringlemann Scale thereafter.

(9) RECYCLED PRODUCTS

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.

(10) FLY AMERICA

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. 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 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. Contractor agrees to include the requirements of this section all subcontracts that may involve international air transportation.

(11) TESTING OF NEW BUS MODELS

The Contractor agrees to comply with 49 USC A 5323(c) and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following:

1. A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient, which will be prior to the recipient's final acceptance of the first vehicle.
2. A manufacturer who releases a report under Paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.
3. If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
4. If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

(12) CARGO PREFERENCE--USE OF UNITED STATES-FLAG VESSELS

Contractor agrees:

1. to use privately owned United States-flag commercial vessels to ship at least fifty percent (50%) of the gross tonnage (computed separately for dry bulk carriers, dry cargo liner and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to the Contract to the extent such vessels are available at fair and reasonable rates of United States-flag commercial vessels;
2. to furnish within twenty (20) days following the date of loading for shipment originating within the United States or within thirty (30) days following the date of loading, for shipment originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in Paragraph (1) above to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, D.C. 20590, and to "END USER" (through Contractor in the case of a subcontractor's bill-of-lading); and
3. to include these requirements in all subcontracts issued pursuant to this Contract when the subcontract may involve the transport of equipment, material or commodities by ocean vessel.

(13) RESTRICTIONS ON LOBBYING

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49CFR 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 contracts 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. See bidding/proposing form entitled "Certification of Restrictions on Lobbying".

(14) DEBARMENT AND SUSPENSION

A. Contractor, including any of its officers or holders of a controlling interest, is obligated to inform "END USER" whether or not it is or has been on any debarred bidders' list maintained by the United States Government. Should Contractor be included on such a list during performance of this Contract, it shall so inform "END USER".

B. Contractor and any subcontractor under this Contract shall comply with the certification process under 49 C.F.R. Part 29, "Government Wide Debarment and Suspension (Nonprocurement)", whereby, unless otherwise permitted by law, any person, corporation, partnership or legal entity that is debarred, suspended, or voluntarily excluded by the Federal Government from obtaining federal assistance funds through grants, cooperative agreements or third party contracts may not participate in a federally assisted project.

(15) AUDIT AND AVAILABILITY OF RECORDS

A. Contractor shall make available at its office at all reasonable times the materials described below for examination, audit, or reproduction, until three (3) years after final payment under this Contract.

B. Contractor shall maintain and the Contracting Officer or representatives of the Contracting Officer shall have the right to examine and audit books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all expenditures claimed to have been incurred or anticipated to be incurred in performing this Contract. This right of examination shall include inspection, at all reasonable times, of Contractor's plants, or parts of them, engaged in performing the Contract and whatever applicable records are maintained.

C. "END USER" shall have the right to examine and audit all books, records, documents, and other data of Contractor including computations and projections) related to negotiating, pricing, or performing the Contract or modification.

D. If this Contract is completely or partially terminated, the records relating to the Work terminated shall be made available for three (3) years after any resulting final termination settlement.

E. Records pertaining to appeals under the Disputes Article or to litigation or the settlement of claims arising under or relating to the performance of this Contract shall be made available until disposition of such appeals, litigation, or claims.

F. Contractor shall insert an article containing all the provisions of this Article, in all subcontracts over \$10,000 awarded under this Contract, altering the article only as necessary to identify properly the contracting parties and the contracting office under "END USER"'s prime contract.

(16) FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

A. 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, 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 the Contract Work is being performed. In addition to other penalties that may be applicable, 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 Contractor to the extent the Federal Government deems appropriate.

B. 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 Contractor, to the extent the Federal Government deems appropriate.

C. Contractor agrees to include the above two (2) 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.

(17) INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by the Department of Transportation (DOT), whether or not expressly set forth in the contract provisions. All contractual provisions required by DOT, as set forth in the latest edition of FTA Circular 4220.1 in effect at the time of this contract award, 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 the Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any "END USER" requests, which would cause "END USER" to be in violation of the FTA terms and conditions.

(18) NO OBLIGATION BY THE FEDERAL GOVERNMENT

A. "END USER" 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 "END USER", Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

B. 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.

CER 1. Federal Certifications

CER 1.1 Buy America Certification

This form is to be submitted with an offer exceeding the small purchase threshold for federal assistance programs, currently set at \$100,000.

Certificate of Compliance

The Proposer hereby certifies that it will comply with the requirements of 49 USC Section 5323(j)(2)(C), Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 CFR 661.11:

Name and title:

Company:

Authorized signature

Date

Certificate of Non-Compliance

The Proposer hereby certifies that it cannot comply with the requirements of 49 USC Section 5323(j)(2)(C) and Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirements consistent with 49 USC Sections 5323(j)(2)(B) or (j)(2)(D), Sections 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 CFR 661.7.

Name and title:

Company:

Authorized signature

Date

CER 1.2 Federal Motor Vehicle Safety Standards

The Proposer and (if selected) Contractor shall submit (1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or (2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

Company name:

Name of signer:

Title:

Authorized signature

Date

CER 1.3 Certificate of Compliance with Bus Testing Requirement

The undersigned certifies that the vehicle offered in this procurement complies and will, when delivered, comply with 49 USC § 5323(c) and FTA's implementing regulation at 49 CFR Part 665 according to the indicated one of the following three alternatives.

Mark one and only one of the three blank spaces with an "X."

1. ____ The buses offered herewith have been tested in accordance with 49 CFR Part 665 on _____ (date). If multiple buses are being proposed, provide additional bus testing information below or on attached sheet. The vehicles being sold should have the identical configuration and major components as the vehicle in the test report, which must be submitted with this Proposal. If the configuration or components are not identical, then the manufacturer shall provide with its Proposal a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing. If multiple buses are being proposed, testing data on additional buses shall be listed on the bottom of this page.

2. ____ The manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), and submits with this Proposal the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

3. ____ The vehicle is a new model and will be tested and the results will be submitted to the Agency prior to acceptance of the first bus.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with federal financial assistance may subject the undersigned to civil penalties as outlined in the Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

Company name:

Name and title of the proposer's authorized official:

Authorized signature

Date

CER 1.4 Lobbying Certification

This form is to be submitted with an offer exceeding \$100,000.

The Proposer certifies, to the best its 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 a federal department or agency, a member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a member of the U.S. Congress in connection with the awarding of any federal Contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification thereof.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to 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 instruction, as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).
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, USC § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

THE PROPOSER, _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND DISCLOSURE, IF ANY. IN ADDITION, THE PROPOSER UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 USC §§ 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND DISCLOSURE, IF ANY.

Name of the bidder or Proposer's authorized official: _____

Title: _____

Signature

Date

Per paragraph 2 of the included form Lobbying Certification, add Standard Form-LLL, "Disclosure Form to Report Lobbying," if applicable.

CER 1.5 Debarment and Suspension Certification for Prospective Contractor

Primary covered transactions must be completed by proposer for contract value over \$25,000.

Choose one alternative:

- The Proposer, **[insert name]**, certifies to the best of its knowledge and belief that it and its principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 2. Have not within a three-year period preceding this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or Contract under a public transaction; violation of federal or state antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in Paragraph 2 of this certification; and
 4. Have not within a three-year period preceding this Proposal had one or more public transactions (federal, state or local) terminated for cause or default.

OR

- The Proposer is unable to certify to all of the statements in this certification, and attaches its explanation to this certification. (In explanation, certify to those statements that can be certified to and explain those that cannot.)

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of Title 31 USC § Sections 3801 are applicable thereto.

Executed in **[insert city and state].**

Name:

Authorized signature

Date

CER 1.6 Debarment and Suspension Certification (Lower-Tier Covered Transaction)

This form is to be submitted by each Subcontractor receiving an amount exceeding \$25,000.

The prospective lower-tier participant (Proposer) certifies, by submission of this Proposal, that neither it nor its "principals" as defined at 49 CFR § 29.105(p) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or Agency.

If the prospective Proposer is unable to certify to the statement above, it shall attach an explanation, and indicate that it has done so by placing an "X" in the following space: _____

THE PROPOSER, _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND EXPLANATION, IF ANY. IN ADDITION, THE PROPOSER UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 USC §§ 3801 *ET SEQ.* APPLY TO THIS CERTIFICATION AND EXPLANATION, IF ANY.

Name and title of the proposer's authorized official:

Authorized signature

Date

CER 1.7 Cargo Preference

Bidder/Contractor agrees to utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage involved (computed separately for dry bulk carriers, dry cargo liners, and tankers), whenever shipping any equipment, material, or commodities pursuant to this Contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

Bidder/Contractor agrees to furnish within 20 working days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the paragraph above to the FTA Administrator and to METRO (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, D.C. 20230.

Bidder/Contractor also agrees to insert the substance of the Contract article, entitled "Cargo Preference - Use of United-Flag Ships" in all subcontracts issued pursuant to the Contract.

Signature: _____

Typed Name: _____

Title: _____

Company: _____

Date: _____

EXHIBIT 'B'

FTA CIRCULAR 4220.1F

**TRANSIT VEHICLE MANUFACTURERS (TVM)
CERTIFICATE OF COMPLIANCE
WITH DISADVANTAGED BUSINESS REGULATIONS**

This procurement is subject to the provisions of 49 CFR Section 26.49. Accordingly, the following certification must be completed and submitted with the proposal as a condition of proposing. A proposal that does not include this certification will not be considered.

TVM Certification

The bidder, if a transit vehicle manufacturer, hereby certifies that it has complied with the requirements of 49 CFR Section 26.49 by submitting a current annual DBE goal to the Federal Transit Administration. The goals apply to Federal Fiscal Year 2010 (Oct. 1, 2013 through Sept. 30, 2014) and have either been approved or not by FTA.

The bidder, if a non-vehicle manufacturer supplier, hereby certifies that the manufacturer of the transit vehicle to be supplied has complied with the above-referenced requirements of 49 CFR Section 26.49.

Manufacturer: _____

Manufacturer Representative Signature: _____

Dealer: _____

Dealer Representative Signature: _____

Date: _____

Exhibit 'C'



U.S. Department
of Transportation

**Federal Transit
Administration**

CIRCULAR

FTA C 4220.1F

November 1, 2008
Rev. 1, April 14, 2009
Rev. 2, July 1, 2010
Rev. 3, February 15, 2011
Rev. 4, March 18, 2013

Subject: THIRD PARTY CONTRACTING GUIDANCE

1. **PURPOSE.** This circular provides contracting guidance for recipients of Federal assistance awarded by the Federal Transit Administration (FTA) when using that Federal assistance to finance its procurements (third party contracts). This revision incorporates the new procurement provisions of the Moving Ahead for Progress in the 21st Century Act (MAP 21), Pub. L., 112-141, July 2012, and includes the most current available guidance for the Federal public transportation program as of the date of publication.
2. **CANCELLATION.** This circular cancels FTA Circular 4220.1E, "Third Party Contracting Requirements," dated 06-19-03.
3. **AUTHORITY.** Federal Transit Laws, Title 49, United States Code, Chapter 53.
4. **WAIVER.** FTA reserves the right to waive any provision of this circular to the extent permitted by Federal law or regulation.
5. **FEDERAL REGISTER NOTICE.** In conjunction with publication of this circular, a *Federal Register* notice was published on September 30, 2008 (73 FR 56896), addressing comments received during the development of the circular.
6. **AMENDMENTS TO THE CIRCULAR.** FTA reserves the right to update this circular due to changes in other revised or new guidance and regulations that undergo notice and comment, without further notice and comment on this circular. FTA will post updates on our Web site: <http://www.fta.dot.gov/>. The Web site allows the public to register for notification when FTA issues *Federal Register* notices or new guidance; visit the Web site and click on "Sign-up for e-mail updates."
7. **ACCESSIBLE FORMATS.** This document is available in accessible formats upon request. To obtain paper copies of this circular as well as information regarding these accessible formats; telephone FTA's Administrative Services Help Desk, 202-366-4865. Individuals with hearing impairments may contact the Federal Relay Service, 1-800-877-8339 for assistance with the call.

James S. Simpson
Administrator

Name of Company	Print Name of Signatory
Date	Signature