

**FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIREMENTS
FOR NECTD CONTRACTS FOR SERVICES, FOR GOODS, OR
FOR SERVICES AND GOODS (AGREEMENTS UNDER \$100,000)**

Northeastern Connecticut Transit District has agreed to adhere to the following Federal Transit Administration (FTA) requirements and to incorporate such requirements into certain third party contracts. The Contractor on any contract or agreement with NECTD into which these provisions are incorporated hereby agrees to adhere to the requirements contained in this document. The term “Agreement” in this document means any contract or agreement with NECTD into which these provisions are incorporated.

PART A- The provisions in Part A (numbers 1 through 11) apply to all contracts or agreements with NECTD whether for services, goods or both.

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PART B- The provisions in Part B (number 12) apply to contracts or agreements with NECTD in excess of \$25,000 whether for services, goods or both.

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PART C- The provisions in Part C (number 13) applies to contracts or agreements with NECTD for goods containing recycled materials, in which the contract or agreement is in excess of \$10,000 per year.

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PART A

The provisions in this Part (numbers 1 through 11) apply to all contracts or agreements with NECTD whether for services, goods or both.

1. No Federal Government Commitment or Liability to Third Parties NECTD, the Contractor and its contractor/subcontractors in connection with the Agreement, acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to the Agreement and shall not be subject to any obligations, commitment or liabilities to NECTD, the Contractor or its contractor/subcontractors, or any other party (whether or not a party to the Agreement).

The Contractor agrees to include the above Article in each contract/subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the Article shall not be modified, except to identify the contractor/subcontractor who will be subject to its provisions.

2. False or Fraudulent Statements or Claims and Related Acts

a. The Contractor acknowledges and agrees 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 the Agreement. Upon execution of the Agreement, the Contractor certifies or affirms the truthfulness and accuracy of any claim, statement, submission, certification, assurance, affirmation or representation it has made, it makes, it may make, or causes to be made, pertaining to the underlying Agreement or the FTA assisted project for which the Agreement work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it presents, submits or makes available any false, fictitious, or fraudulent information, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

b. If applicable, the Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, certification, assurance or representation to the Federal Government under an agreement 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 Federal Government

reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n) (1) on the Contractor, to the extent the Federal Government deems appropriate.

c. If applicable, the Contractor agrees to include these two sections in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the sections shall not be modified, except to identify the contractor/subcontractors who will be subject to the provisions.

3. Access to Records and Reports. If applicable, the Contractor agrees to provide NECTD, the State of Connecticut, the FTA Administrator or his/her authorized representatives, access to the Contractor's books, records, accounts or locations pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309, 5311, 5316 or 5317. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

The Contractor shall retain and make available complete records related to the Agreement to NECTD, the State of Connecticut, the Secretary of Transportation, and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to maintain all books, records, accounts and reports required under the Agreement for a period of not less than three (3) years after the date of termination or expiration of the Agreement, except in the event of litigation or settlement of claims arising from the performance of the Agreement, in which case the Contractor agrees to maintain same until NECTD, the State of Connecticut, the FTA Administrator, the Secretary of Transportation, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

4. Changes to Federal Requirements. If applicable, the Contractor agrees to comply, at all times, with all applicable federal laws, regulations and requirements, including all applicable FTA regulations, policies, procedures, guidance and directives, including without limitation those listed directly or by reference in the Master Agreement between NECTD and FTA, as they may be amended or promulgated from time to time until such time as all services described in the Agreement are completed or all goods described in the Agreement are

provided. The Contractor's failure to so comply shall constitute a material breach of the Agreement.

5. Civil Rights Requirements. The Contractor agrees that it must comply with applicable federal civil rights laws, regulations, requirements, and guidance, and follow applicable federal guidance. In particular, the Contractor will prohibit discrimination based on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, disability, or age. The Contractor will comply with:

- a. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq.,
- b. U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. part 21, and
- c. Federal transit law, specifically 49 U.S.C. § 5332.

The Contractor will, prohibit, discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin, and:

- a. Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq.,
- b. Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity" September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs,
- c. Comply with federal transit law, specifically 49 U.S.C. § 5332,
- d. FTA Circular 4704.1, "Equal Employment Opportunity Program Guidelines for Grant Recipients," July 26, 1988, and
- e. Follow other federal guidance pertaining to Equal Employment Opportunity laws, regulations, and requirements, and prohibitions against discrimination on the basis of disability.

The Contractor will:

- a. Prohibited Discrimination. As provided by Executive Order No. 11246, as amended by any later Executive Order that amends or supersedes it, and as specified by U.S. Department of Labor regulations, ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their race, color, religion, national origin, disability, age, sexual orientation, gender identity, or status as a parent,
- b. Affirmative Action. Take affirmative action that includes, but is not limited to:
 - 1) Recruitment advertising, recruitment, and employment,
 - 2) Rates of pay and other forms of compensation,
 - 3) Selection for training, including apprenticeship, and upgrading, and
 - 4) Transfers, demotions, layoffs, and terminations.

The Contractor's breach of this Section shall constitute a material breach of the Agreement.

6. Special Provisions Disadvantaged Business Enterprises. The Contractor hereby acknowledges and agrees to comply with "Agreements With Goals Special Provisions Disadvantaged Business Enterprises as Subcontractors and Material Suppliers or Manufacturers For Federal Funded Projects" dated October 16, 2000, contained in the State of Connecticut Administrative Requirements for NECTD Contracts, available on NECTD's website at _____, entitled "STATE OF CONNECTICUT ADMINISTRATIVE REQUIREMENTS FOR NECTD CONTRACTS (FROM MARCH 14, 2016 POLICY)."

7. Incorporation of Federal Transit Administration (FTA) Terms. The preceding provisions include, in part, certain Standard Terms and Conditions required by NECTD, whether or not expressly set forth in the preceding terms and conditions. All contractual provisions required by NECTD, as set forth in FTA Circular 4220.1F 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. The contractor/subcontractors shall not perform any act, fail to perform any act, or refuse to

comply with any of NECTD's requests which would cause NECTD to be in violation of the FTA terms and conditions.

8. Energy Conservation. If applicable, the Contractor and its contractor/subcontractors in connection with the Agreement will comply with, the mandatory energy standards and policies which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act, as amended, 42 U.S.C. 6321 et. seq.

9. Environmental Protection. If applicable, the Contractor will comply with all applicable environmental and resource use laws, regulations, requirements, and guidance, now in effect or that may become effective in the future, including state and local laws, ordinances, regulations, requirements and guidance.

10. Seat Belt Use. In compliance with Federal Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. Section 402 note, NECTD, the State of Connecticut and FTA encourages Contractor to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company owned, rented, or personally operated vehicles.

11. Distracted Driving. The Contractor is encouraged to comply with the following U.S. DOT Special Provision pertaining to Distracted Driving:

a. Safety. The Contractor is encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle the Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Agreement, or when performing any work related to the Agreement.

b. Contractor Size. The Contractor is encouraged to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

PART B

The provisions in this Part (number 12) apply to contracts or agreements with NECTD in excess of \$25,000 whether for goods, services or both.

12. Suspension or Debarment. That suspended or debarred contractors or other vendors may not submit bids/proposals for a NECTD contract or subcontract during the period of suspension or debarment regardless of their anticipated status at the time of contract award or commencement of services or the provision of goods.

a. The signature on the Agreement by the Contractor shall constitute certification that to the best of its knowledge and belief the Contractor or any person associated therewith in the capacity of owner, partner, director, officer, principal, project director, manager or any position involving the administration of Federal or State funds or the Agreement with NECTD:

1) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by Federal department or agency; and

2) Has not, within a three-year period preceding the date of the Agreement, been convicted of or had a civil judgment rendered against it/him/her 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 of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false Statements, or receiving stolen property; and

3) Is not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any offenses enumerated in paragraph a. 2) of this certification; and

4) Has not within a three-year period preceding the date of the Agreement, had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the Contractor is unable to certify to any of the statements in this certification, the Contractor shall attach an explanation to the Agreement. The Contractor agrees to insure that the following certification be included in each subcontract to which it is a party, and further, to require said certification to be included in any subcontracts, sub-subcontracts and purchase orders:

- 1) The prospective subcontractors, sub-subcontractors participants certifies, by submission of its/their bid or proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any Federal department or agency; and
- 2) Where the prospective subcontractors, sub-subcontractors participant are unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to its/their bid or proposal.

PART C

The provisions in this Part (number 13) applies to contracts or agreements with NECTD for goods only, in which the contract or agreement is in excess of \$10,000 per year.

13. Recycled Products. If the Contractor has agreed to supply goods containing recycled materials to NECTD, the Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.