Greyhound Lines, Inc.
Request for Proposal
for
Facility Camera Enhancements Project

Various Locations

This project is funded with
DHS/FEMA grant funds awarded
by the FEMA U.S. Department of
Homeland Security.

Issue Date: April 15, 2020
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# 1. Project Directory

## Proposed Terminal Locations with Contact Info

These locations may change, and/or new terminals added

<table>
<thead>
<tr>
<th>City</th>
<th>State</th>
<th>Terminal</th>
<th>Contact</th>
<th>Telephone</th>
<th>Address</th>
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<tbody>
<tr>
<td>Charlotte</td>
<td>NC</td>
<td>X</td>
<td>Nia Lucas</td>
<td>704-372-0456</td>
<td>518 W 4th Street</td>
</tr>
<tr>
<td>Chicago</td>
<td>IL</td>
<td>X</td>
<td>Kyessa Carter</td>
<td>312-9726736</td>
<td>630 W. Harrison St</td>
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<tr>
<td>Denver</td>
<td>CO</td>
<td>X</td>
<td>Terri Allen</td>
<td>303-293-6544</td>
<td>1055 19th St.</td>
</tr>
<tr>
<td>Houston</td>
<td>TX</td>
<td>X</td>
<td>Miller Walker</td>
<td>713-759-6570</td>
<td>2121 Main St.</td>
</tr>
<tr>
<td>Las Vegas</td>
<td>NV</td>
<td>X</td>
<td>Gerado Hernandez</td>
<td>602-722-0602</td>
<td>200S. Main St.</td>
</tr>
<tr>
<td>Los Angeles</td>
<td>CA</td>
<td>X</td>
<td>Nancy Pinedo</td>
<td>213-6298434</td>
<td>1716 E. 7th St</td>
</tr>
<tr>
<td>Philadelphia</td>
<td>PA</td>
<td>X</td>
<td>Dayna Hicks</td>
<td>215-931-4019</td>
<td>1001 Filbert St.</td>
</tr>
<tr>
<td>Phoenix</td>
<td>AZ</td>
<td>X</td>
<td>Tavo Garcia</td>
<td>602-389-4210</td>
<td>2115 East Buckeye Rd.</td>
</tr>
</tbody>
</table>
Request for Proposal

Greyhound Lines, Inc. (Greyhound) is requesting cost proposals from National Security Camera Installation/Service Providers for eight (8) Greyhound locations throughout the United States. The scope of work includes site review, purchase and installation of equipment, cabling, signage, training and an on-going full-service labor and material agreement for equipment failure, based per provided system specifications.

This project is funded with federal grant funds awarded by the U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA).

Proposals are due at 4:00 PM CDT on May 15, 2020 to the following email address: bids@greyhound.com.

Greyhound intends to award this project to the vendor whose proposals are determined to be the best evaluated for all sites, taking into consideration the evaluation criteria set forth in this RFP. All eight (8) sites will be included under one contract.

Proposal Evaluation Criteria

1. Completeness of submission. All required information and attachments must be included for proposal to be considered.
2. Price.
3. Contractor’s qualifications, including:
   a. Successful completion of similar projects
   b. Years of experience
   c. Company size and staffing
   d. Financial strength
4. Contractor’s experience with federally funded projects with Davis-Bacon requirements.
5. Insurance requirements.
6. Contractor’s current workload.
7. Reference check (minimum of 3 references required).
9. Owner’s evaluation of vendor’s ability to perform.
Project Overview

Greyhound, in its efforts to provide a safe environment for its passengers and employees, and to help strengthen the Nation’s critical infrastructure against risk associated with potential terrorist attack is increasing security by installing new cameras and video surveillance. The new state-of-the-art Closed-circuit television (CCTV) systems proposed for this project offer significant new benefits beyond the existing analog cameras and recorders. On-site and remote real-time surveillance, facial and license plate recognition, image enhancements and other software features, smart phone notification capabilities and other features of the proposed systems can:
   a) assist in detecting targets of interest, barred passengers, terminated employees and others;
   b) detect behavior, including people running, yelling/screaming, agitated pacing, provide early detection of aggression and detect someone holding a knife or a gun;
   c) assist with environmental detection during natural disasters; and
   d) detect unclaimed luggage, bags and other questionable abandoned property

Goals and Objectives

Greyhound is an International provider of transportation and has hundreds of terminals within its network. In many of the terminals within the proposal, Greyhound has new equipment and /or fully functional equipment and infrastructure. Greyhound’s goal is to maximize the potential of the proposal and to ensure continuity of equipment and functionality within the organization and create a platform that can be continually built upon without having to do complete renovations of equipment and infrastructure.

Greyhound is therefore requiring an onsite review by vendors in order to access the ability of integration of proposed equipment with already installed equipment and current infrastructure. Greyhound is requesting a written assessment of the already installed equipment and infrastructure to include
   a. Viability to use the current infrastructure to include Cameras, DVRs, monitors and current wiring
   b. Ability of the current infrastructure to be integrated into any new proposed equipment.
   c. Should vendor determine that currently installed equipment will not integrate with new proposed equipment provide written validation.
   d. Validation that the cost of the equipment is within the industry standard for resale, to include:
      1. Cameras
      2. NVRs
      3. Monitors
      4. Cost of cable and labor

Equipment Specifications

Digital Video Recorder

The Digital Video Recorder (DVR) must meet or exceed the following specifications:
   • provide up to 16 channels of video with input looping and 4 audio inputs
   • must support a variety of multiple and single camera display options and zoom features
   • provide the operator with a visual "Record Table" which displays the recorded status defined by camera, date and time
3. RFP Specifications

- be network enabled, allowing for optional TCP/IP networking including local area networking such as static IP, DHCP, ADSL and DVRNS (DVR name server); (Any additional software required for network operation shall be provided with the unit at no additional cost or license fee.)
- remote control shall be provided with the unit
- include a USB port that can be used to upgrade the system, connect the mouse/printer or copy video clips to external hard disk, optical drive and flash drives

The DVR must be setup to record with 16 cameras attached; Standard Quality Video, 2CIF on all cameras, 5IPS on all cameras; and record for no less than 30 days. Sizing of the hard drive must be able to meet the previous capabilities.

Monitor
The monitor must meet or exceed the following specifications:
- Professional 19”, 600TVL high resolution LCD monitor
- HDMI and VGA input connectors
- Composite video input with looping output
- On screen menus

KVM Switch
In order to conserve space a KVM (Keyboard, Monitor, and Mouse) device must be deployed for multiple monitors. On any configuration that requires more than one DVR all DVR’s must be interfaced to a single KVM switch enabling the use of a single monitor for all DVR’s.

Camera
The video camera must meet or exceed the following specifications:
- The cameras are to be high resolution.

Camera Power Supplies
Camera power supplies must be provided configured, so that required power is no more than 75% of total available power supplied from the power supply. Power supplies must be subdivided in a manner that provides overload protection for each separate camera connection. Heater options on outdoor cameras must also be allotted for as these configurations will require a higher current rating. All power supplies must be UL listed for their intended use. In the event a power supply must be deployed in an outdoor environment the power supply must be outdoor rated and UL listed for that environment.

Cable
The following minimum standards apply for camera cabling:
- **COAXIAL CCTV SURVEILLANCE CAMERA CABLES** must have a braided shield of not less than 95%
- Cable must be jacketed to meet either Plenum or non-Plenum industry standards depending on where cables are to be installed
- Locations requiring plenum rated cabling must be identified
- Proper maximum wiring lengths must also be adhered to in order to minimize video signal loss
- The following chart illustrates maximum distances for coaxial cables:
3. RFP Specifications

<table>
<thead>
<tr>
<th>Type</th>
<th>Center Conductor Gauge Size</th>
<th>Distances up to:</th>
</tr>
</thead>
<tbody>
<tr>
<td>RG59/U</td>
<td>20-22</td>
<td>1000’</td>
</tr>
<tr>
<td>RG6/U</td>
<td>18</td>
<td>1500’</td>
</tr>
<tr>
<td>RG11/U</td>
<td>14</td>
<td>2000-2500’</td>
</tr>
</tbody>
</table>

- Coaxial cables must also have a characteristic impedance of 75 Ohms
- Cables must also meet the following electrical properties:
  - Temperature: -20°C to 75°C
  - Voltage: 300 Volt

**Workmanship**
- All cabling is to be installed above the ceiling tiles where possible.
- In the warehouse areas, cabling is to be strapped to the red iron or equivalent with EMT or conduit below the red iron.
- Exterior cabling is to be installed in EMT or conduit as necessary to provide a finished and protected installation.
- All coaxial cables will be numbered prior to final connect and these numbers are to be recorded on a riser diagram.
- All cable is to be run according to industry standards and angles to be run at 90 degrees when possible.
- The only acceptable exposed wiring is above the conduit (red iron).

**Coordination**
For installation scheduling purposes you will coordinate all work with the Terminal Manager at the site. This to ensure that the system is installed at the same time as the Customer provided equipment that you will install. This equipment is the monitor and the UPS as well as possibly a wire rack for the equipment. The goal is to have the network connectivity tested while you are still there to complete the job.

**Training**
The training session will be 4 hours cumulative and occur during the installation period. On-going training is to be provided either on-site or electronically on demand for the first 10 business days after the installation is completed.

**Equipment Schedule/Service Commitment**
Contractor/Vendor will provide to GLI a Bill of Materials or Schedule of Equipment, or similar, for each covered facility that lists the type and number of each component of the system. This individual listing will act as the Equipment Schedule referred to above and herein and all terms and conditions relating to the equipment will apply.
4. Bidding Instructions

**Due Date**
Proposals are due at 4:00 PM CDT on May 15, 2020 to the following email address: bids@greyhound.com.

**Proposal Form**
Copy or remove the proposal forms from this manual (Pages 5-1 thru 5-10). Complete forms, and email to bids@greyhound.com along with all other proposal documents.

**Pre-Proposal Meeting**
A Mandatory Pre-Bid ZOOM Meeting will be conducted on Friday, April 17, 2020 at 10:00AM CDT. Email invites will be sent. To ensure that invites are sent to the correct email address please submit contact name and email address to bids@greyhound.com by noon on Thursday, April 16, 2020. This meeting will be used to address bidders’ questions and concerns regarding the RFP document.

Should you have any questions after this meeting has been conducted please direct them to Kim West at bids@greyhound.com. Contacting anyone else other than the person listed will disqualify your proposal.

**Examination of Contract Documents and Site Conditions**
It is the responsibility of each bidder to (a) examine the contract documents thoroughly, (b) visit the site and become familiar with existing conditions that will affect cost, progress and performance of the work, (c) consider local, state, federal laws & regulations that apply and their impact on the cost, progress and performance of the work, and (d) notify the Owner of any conflicts, errors or discrepancies in the contract documents prior to bidding.

The terminal will be open for site inspections during bidding. Please check with the terminal staff at the ticket counter for a Manager for access to non-public areas of the building. All bidders in order to ascertain existing conditions and determine the amount of work required to complete project scope outlined in the contract documents must inspect the site.

**Security Upgrade Scope**
Greyhound Lines, Inc. reserves the right to proceed or decline any or all optional security camera upgrades. The decision and the number of facilities to be upgraded will be contingent upon the availability of grant funds. Proposal is required for each facility.

**Attachments to Proposal** (proposals without these attachments will not be considered)
1. Price Proposal Matrix (Pages 5-3 thru 5-5)
2. At least 3 Owner references from recently completed projects (Page 5-6)
3. Qualification Statement (Pages 5-7 thru 5-10)
4. Federal contract provisions – initial each page where indicated (Pages 16-1 thru 16-17)
5. Buy America Certification (Page 16-18)
6. Debarment and Suspension Certification (Page 16-19)
7. Lobbying Certification (Page 16-20)
8. DBE Certification (Page 16-21).

Items 4 thru 8 above may be removed or copied from this RFP and submitted with proposal.
5. Proposal Forms

<table>
<thead>
<tr>
<th>Project:</th>
<th>Greyhound Facility Security Enhancement Project</th>
</tr>
</thead>
</table>
| Owner:   | Greyhound Lines, Inc.  
350 N. St. Paul St  
Dallas, TX 75201 |
| Proposer:| Company Name  
Street Address 1  
Street Address 2  
City   State   Zip  
Contact Person  
Phone   Fax  
E-mail |

1. The undersigned agrees, if this proposal is accepted, to enter into an agreement with the Owner using the contract form included in the contract documents to perform and furnish all work specified or indicated in the Project Manual for the contract price and within the contract time indicated in this bid and in accordance with applicable terms and conditions in the contract documents; and

2. This proposal will remain subject to acceptance by the Owner for thirty days after the bid opening date. Proposer will execute the agreement and furnish required certificate(s) of insurance within fourteen days of receipt of Owner’s notice of award; and

3. Proposer has familiarized himself with the nature and extent of the contract documents, scope of work, site conditions (including above accessible ceilings), availability of materials and labor, and local conditions, laws and regulations that may affect cost, progress and/or performance of the work; and

4. Proposer has notified Owner of all conflicts, errors and/or discrepancies that it has discovered in the contract documents, and the written resolution by Owner is acceptable to the bidder.

**BASE PROPOSAL:** The undersigned warrants that he/she has thoroughly examined the contract documents, inspected the site and will perform all the work identified in this RFP and the specifications in the time stipulated for the total sum of:

1) Lump Sum Total from Price Proposal $___________________
5. Proposal Forms

This base proposal includes:

- All work described in the contract documents, which include the Request for Proposals.
- Work described in addendums (if any).
- Insurance coverages specified in the contract documents.
- All applicable taxes including state and local sales/use taxes. This project is NOT tax exempt.
- One-year written warranty on all materials and workmanship.

CHANGE ORDERS: The following percentages apply to Owner-approved changes in the scope of work:

- ___% for contractor’s overhead, including site supervision and project management
- ___% for contractor’s profit
- ___% for insurance & bonds

ADDENDUMS: Bidder acknowledges receipt of the following addenda, and has included all related costs in the base proposal:

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<th>Addendum #</th>
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</table>

TIME OF COMPLETION: Bidder agrees that installation will commence within 14 calendar days of Owner’s written notice of award and the project will be substantially complete within 75 calendars days from a date specified in Owner’s written notice to proceed.

Submitted By:

<table>
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<tbody>
<tr>
<td>Typed Name</td>
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<tr>
<td>Title</td>
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Submit proposal to bids@greyhound.com

The deadline to submit proposals is 4:00 PM CDT on May 15, 2020.
## Price Proposal Matrix

*attachment to proposal form*

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<tr>
<th>Location</th>
<th>Item</th>
<th>Make/Model</th>
<th>Required Qty</th>
<th>Unit Price</th>
<th>Extended Price</th>
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<tbody>
<tr>
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<td>Security Camera</td>
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<td>Material Total</td>
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<tbody>
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## 5. Proposal Forms

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<td>Security Camera</td>
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**Labor**

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**Location Total**

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<th>Required Qty</th>
<th>Unit Price</th>
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<tbody>
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<td>DVR</td>
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<td>Material Total</td>
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**Labor**

<table>
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<th>Unit Price</th>
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</thead>
<tbody>
<tr>
<td>Los Angeles, CA</td>
<td>Security Camera</td>
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<tr>
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<td>DVR</td>
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**Labor**

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**Location Total**
5. Proposal Forms

<table>
<thead>
<tr>
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<tbody>
<tr>
<td>Phoenix, AZ</td>
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<tbody>
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<td>$</td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

**Location Total**

<table>
<thead>
<tr>
<th>Lump Sum Proposal</th>
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</thead>
<tbody>
<tr>
<td>$</td>
</tr>
</tbody>
</table>

Enter Lump Sum under "Base Proposal" on #5 Proposal Form
### References

*(attachment to proposal form)*

**Reference #1**

<table>
<thead>
<tr>
<th>Client Name</th>
<th>Contact Person</th>
<th>Telephone Number</th>
<th>E-Mail Address</th>
<th>Project Location</th>
<th>Scope of Work</th>
<th>Contract Period</th>
<th>Contract Amount</th>
</tr>
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</table>

**Reference #2**

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<th>Telephone Number</th>
<th>E-Mail Address</th>
<th>Project Location</th>
<th>Scope of Work</th>
<th>Contract Period</th>
<th>Contract Amount</th>
</tr>
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</table>

**Reference #3**

<table>
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<th>Contact Person</th>
<th>Telephone Number</th>
<th>E-Mail Address</th>
<th>Project Location</th>
<th>Scope of Work</th>
<th>Contract Period</th>
<th>Contract Amount</th>
</tr>
</thead>
</table>
5. Proposal Forms

Proposer’s Qualification Statement

(attachment to proposal form)

Proposer’s Name:

______________________________________________________________________________

Legal Business Name

Proposer’s Address:

______________________________________________________________________________

Business Street Address

______________________________________________________________________________

City State Zip

Telephone:  _______________________________________

Area Code + Number

E-mail Address:  _______________________________________

Full names of firm principals are as follows:

1

Check One:  □ President  □ Partner  □ Owner  □ Other

2

Check One:  □ Vice President  □ Secretary  □ Partner  □ Other

3

Check One:  □ Vice President  □ Secretary  □ Partner  □ Other

Note if incorporated: The names of both the President and Corporate Secretary must be listed above.
If partnership, all partners must be listed.

Years engaged in security camera installation under present firm name:  ______ Years.

State where organized or incorporated:  ________________________________

Federal Tax ID or Social Security Number:  ________________________________

Organization Type:  (Check One)  □ Sole Proprietorship □ Corporation Partnership □ Joint Venture □ Other
5. Proposal Forms

Proposer certifies the following:

a. Has not failed to sign a contract at the original bid on a project.

b. Has never been terminated for cause on a project.

c. Has no criminal or felony convictions, suspensions, or debarments of the bidder, its officers, or its principals for building code violations, bid rigging or bribery in the last five years.

d. Is not, and its organization or its principals are not, debarred, suspended, declared ineligible, or otherwise excluded by any Private Owner or Federal/State department or agency.

e. Has insurance required by the Contract Documents in place or has arranged to obtain it from an insurer authorized to do business in the state where the work will occur.

f. Has sufficient bonding capacity to obtain a payment and performance bond from a surety meeting the requirements of the Contract Documents and authorized to do business in the State where the work will occur.

g. Has sufficient cash flow to perform this project.
Proposer’s Qualification Statement

Remarks, explanations or additional information:

________________________________________________________________________________________________________

________________________________________________________________________________________________________

________________________________________________________________________________________________________

Certification under Oath: I certify that I am a principal or other representative of the proposer and that I am authorized by it to execute the foregoing Bidder's Qualification Statement and all information is true and correct and submitted under oath.

BY: ____________________________________________

Authorized Signature  (blue ink)

___________________________________________

Printed Name  Title

Sworn to and subscribed before me this _____ Day of __________________________, _______

____________________________________________________________________________________

Notary Public

My commission expires: ______________________

(SEAL)
5. Proposal Forms

FOR STATISTICAL PURPOSES ONLY, PLEASE INDICATE WHICH OF THE FOLLOWING APPLY TO YOUR COMPANY (check one):

☐ Minority Business Enterprise (MBE) - One of the following statements describes this business: a) owned by a member of a minority race; or b) a partnership of which a majority of interest is owned by one or more members of a minority race; or c) a public corporation of which a majority of the common stock is owned by one or more members of a minority race. This includes, but is not limited to, persons who are Black, Hispanic, Asian-Pacific American, Native American, or Asian-Indian American.

☐ Women-Owned Business Enterprise (WBE) - One of the following statements describes this business: a) woman owned business enterprise; or b) a partnership of which a majority of interest is owned by one or more women; or c) a public corporation of which a majority of the common stock is owned by one or more women.

☐ Neither Description Applies
6. Project Schedule

This schedule is a condition of the contract.

Contract Documents Released ..............................................April 15, 2020
Mandatory Pre-Bid Meeting.....................................................April 17, 2020
Deadline for Onsite Visits.....................................................May 1, 2020
Proposals Due ......................................................................... .May 15, 2020
Anticipated Award Date..........................................................May 31, 2020

Holidays/Weekends

Schedule includes holidays and weekends. Include overtime in base proposal as required to complete the project per this schedule.

Submittals

Provide submittals in a timely manner to avoid delay in material delivery. Allow at least 3 working days for Owner review.
7. Contract Form - Sample

Contract Form

The following Standard Form of Agreement will be the contract form for this project. The successful proposer will be required to execute this document and forward to the Owner with the required insurance certificates.

Greyhound intends to enter into a contract with the successful Proposer. *Greyhound’s Standard Agreement for the Purchase of Goods and Services* contains the standard and customary terms and conditions deemed necessary by Greyhound or required by law. This contract must be finalized with the successful Proposer as part of the negotiations and prior to Contract issuance.

In the event a Proposer has taken exceptions to any of the terms and conditions contained in the contract, such Proposer’s requested exceptions must be submitted in a redlined copy of the contract along with the Proposal to this RFP.

In the event that a Proposer submits a Proposal that does not include any redlined exceptions, such Proposer will be deemed to be in agreement with all the terms and conditions in the contract pursuant to this RFP.

Greyhound will not consider any exceptions to the contract that are not contained or included in a Proposal.

While Greyhound may consider such Proposer’s requested exceptions, Greyhound reserves the right to reject a proposal that contains exceptions that are commercially unreasonable and/or inconsistent with the industry standards or Greyhound’s obligations and policies.
This Standard Agreement for the Purchase of Goods and Services (this “Agreement”) is by and between Greyhound Lines, Inc. (“Greyhound”, “GLI”, or “Company”) and XXX (“Supplier”) and sets forth the terms and conditions under which Supplier will sell to Greyhound, and Greyhound will purchase from Supplier, the Goods and Services.

1. DEFINITIONS
1.1. “Affiliate” as to Supplier or Greyhound, shall mean any corporation, partnership, limited liability company, or other domestic or foreign entity (a) of which a controlling interest is owned directly or indirectly by a Party, or (b) controlled by, or under common control with, a Party.

1.2. "Days" or "days" means calendar days unless otherwise specified.

1.3. “Goods” means any of the products set forth in Exhibit 1-A. Greyhound may require the addition or removal of Goods to and/or from Exhibit 1-A upon written notice to Supplier specifying the Goods to be added or removed, as applicable.


1.5. “Parties” or “Party” shall mean Greyhound and Supplier in the plural and Greyhound or Supplier, as the case may be, in the singular.

1.6. “Personnel” means workers employed or contracted by Supplier or its subcontractors for the provision of the Goods and any Services to Greyhound hereunder.

1.7. “Services” means the services provided, or contracted to be provided, by Supplier as set forth in the Statement of Work.

1.8. “SOW” or “Statement of Work” means the description of the Services and/or deliverables to be provided by Supplier to Greyhound and related business terms set forth in Exhibit 1-B.

2. SCOPE OF AGREEMENT
2.1. Acceptance; Conflict with Purchasing Requests or Other Documents. Supplier has read and understands this Agreement. Supplier’s signature hereon or commencement of any work or services hereunder shall constitute Supplier’s acceptance of, and agreement to sell the Goods and Services to Greyhound on and subject to, these terms and conditions only. The terms and conditions of this Agreement shall govern any and all Greyhound purchasing requests and shall supersede any additional or contrary terms set forth in any such purchasing request or any Supplier acceptance, confirmation, invoice, SOW or other similar document.

2.2. Greyhound Affiliate Purchases. Any Affiliate of Greyhound may purchase Goods and Services
2.3. **Greyhound Affiliate Liability.** Only the Greyhound Affiliate that issues a purchasing request hereunder incurs any obligation or liability to Supplier with respect to the particular purchasing request and such Greyhound Affiliate is solely responsible for all claims arising out of its own performance.

2.4. **Internal Use Only.** All Goods purchased by Greyhound hereunder shall be for internal use only and not for resale or as stock in trade.

2.5. **Corporate Social Responsibility ("CSR"); Supplier Code of Conduct.** It is Greyhound’s expectation that Supplier will observe and comply with the requirements of the CSR and the Supplier Code of Conduct set forth in Exhibit 4, attached hereto and made a part hereof. Greyhound will monitor and periodically audit Supplier’s CSR compliance, and Supplier agrees to document, and upon request make available to Greyhound, its compliance efforts and results to evidence Supplier’s commitment to comply with such requirements.

2.6. **Utilization of Disadvantaged Business Enterprises (DBE) & Small Business Enterprises (SBE).** It is the policy of Greyhound that disadvantaged and small businesses, as defined in applicable federal and state regulations, will have the maximum practicable opportunity to participate in the awarding of Greyhound contracts and related subcontracts. Supplier agrees to employ good-faith efforts to carry out this policy through award of subcontracts to small or disadvantaged business enterprises to the fullest extent consistent with the efficient performance of this Agreement. Supplier shall maintain records showing: (a) subcontract awards, specifically to DBEs and SBEs; (b) specific efforts to identify and award such subcontracts to DBEs and SBEs; and (c) copies of executed subcontracts to establish (i) actual DBE and SBE participation, (ii) percent of total purchases and (iii) total amounts paid to DBEs and SBEs. Supplier agrees to submit periodic reports of subcontract and/or Supplier awards to DBEs and SBEs in such form and manner, and at such times, as Greyhound shall prescribe and will provide Greyhound reasonable access to Supplier’s books, records and accounts for the purpose of verifying DBE and SBE participation and the good-faith efforts to carry out this DBE and SBE policy.

3. **TERM OF AGREEMENT**

The term of this Agreement will commence on XXX (the “Effective Date”) and will continue thereafter until XXX (the “Expiration Date”) unless earlier terminated in accordance the provisions hereof or extended by mutual written agreement of the Parties (the “Term”).

4. **NO MINIMUM COMMITMENT; NON-EXCLUSIVITY; ORDERING**

4.1. **No Minimum Commitment.** This Agreement does not obligate Greyhound to purchase a minimum volume or specific amount of Goods and Services or forecast the monthly or quarterly quantities required to support its operations.
8. Sample Contract Greyhound Standard Agreement for the Purchase of Goods and Services

4.2. Non-Exclusivity. Anything in this Agreement to the contrary notwithstanding, Greyhound may manufacture or buy goods and services from third parties that are identical or similar to the Goods and Services.

4.3. Ordering. Requests for the purchase of Goods and Services hereunder shall be made by one of the following methods:
   a) Letter: A written purchasing request faxed or mailed to Supplier. Such written purchasing request will include delivery location, full name and phone number of authorizing Greyhound employee, item name, description and part number, quantities, and delivery due date.
   b) Electronic Communication: A written purchasing request transmitted via electronic communication links between the Parties (including email, facsimile or EDI). All such purchasing requests must include delivery location, full name and phone number of authorizing Greyhound employee, item name, description and part number, quantities, and delivery due date.
   c) Supplier Website: An electronic purchasing request submitted by an authorized Greyhound employee to Supplier’s pre-approved website.

4.4. Written Purchasing Request Requirement. Verbal purchasing requests (including phone calls) are invalid. Supplier will not commence manufacture or delivery of any Goods or provision of any Services for Greyhound or incur any related expenses unless and until it receives a written purchasing request from Greyhound expressly ordering the Goods and Services and authorizing the delivery and provision thereof in accordance with Section 4.3 above. Supplier expressly and irrevocably waives the right to recover any fees, costs, losses, expenses or damages from Greyhound in connection with any Goods manufactured or delivered and any Services provided prior to Supplier’s receipt of a Greyhound written purchasing request meeting the requirements hereof.

5. DELIVERY & SHIPPING

5.1. Delivery. Time is of the essence, and deliveries shall be made in quantities and at the time and place specified by Greyhound.

5.2. Title and Risk of Loss. Unless otherwise agreed in writing by Greyhound, title and risk of loss or damage shall pass to Greyhound upon Supplier’s delivery to Greyhound’s designated location.

5.3. Changes. Greyhound may cancel, change or suspend delivery schedules upon notice to Supplier. If Goods are received in advance of schedule, Greyhound may return such Goods at Supplier’s risk and expense. If deliveries will not be made as scheduled, Supplier shall immediately give Greyhound written notice setting forth the cause and duration of the anticipated delay, granting Greyhound pro rata allocation of any items in short supply.

5.4. Partial Shipments. Greyhound reserves the right in its sole discretion to reject partial shipments. No charges for unauthorized transportation will be paid by Greyhound.

5.5. Packing and Marking. Supplier shall: (a) properly pack, mark and ship all Goods in accordance with the requirements of Greyhound, the involved carriers, and if applicable, the country of destination; (b) route shipments in accordance with Greyhound's instructions; (c) not charge for
8. Sample Contract Greyhound Standard Agreement for the Purchase of Goods and Services

handling, packaging, boxing, storage or transportation of Goods, unless otherwise stated as an item on a purchasing request; (d) mark each package with Greyhound's purchasing request number, part number and address, and, when multiple packages comprise a single shipment, to consecutively number each package; and (e) show purchasing request numbers and package numbers on all packing slips, bills of lading and invoices.

5.6. Expedited Delivery. If Supplier fails to deliver any Goods at the time and place set forth in the purchasing request, Greyhound shall have the right to require Supplier, at Supplier's expense, to use expedited delivery methods to complete and deliver the Goods.

5.7. Location List. Upon Supplier’s written request, Greyhound will provide a current list of all Greyhound locations in the United States and Canada in Exhibit 3, attached hereto and made a part hereof. Location lists are subject to change without notice.

6. INSPECTION

6.1. Inspections not Required. Greyhound may, but shall not be required to, perform incoming inspections of the Goods. No failure to make a complaint at the time of any such inspection and no approval given during or after such inspection shall constitute a waiver by Greyhound of any rights or remedies in respect of the Goods and Greyhound reserves the right to reject the Goods or revoke acceptance in accordance with the terms hereof. After delivery of Goods and acceptance by Greyhound, Greyhound shall have a reasonable time within which either to reject the Goods or revoke its acceptance. If Greyhound rejects or revokes its acceptance of Goods as nonconforming, the quantities under the applicable purchasing request will automatically be reduced unless Greyhound otherwise notifies Supplier in writing. Supplier will not replace quantities so reduced without a new purchasing request from Greyhound.

6.2. Disposition of Nonconforming Goods. Nonconforming Goods will be held by Greyhound in accordance with Supplier's instructions at Supplier's risk. Supplier's failure to provide written instructions within 10 days, or such shorter period as may be commercially reasonable under the circumstances, after notice of nonconformity shall entitle Greyhound, at Greyhound’s option, to charge Supplier for storage and handling or to dispose of the Goods without liability to Supplier. Payment for nonconforming Goods shall not constitute an acceptance of them, limit or impair Greyhound’s right to assert any legal or equitable remedy, or relieve Supplier's responsibility for latent defects.

6.3. Acceptance Testing. The Services and/or deliverables shall be subject to those acceptance tests as set forth in a Statement of Work or, if no such tests are set forth in a Statement of Work, then to such tests as are reasonable, timely, and appropriate to determine whether the Services and/or deliverables comply with the terms of this Agreement and any applicable specifications and acceptance criteria.

7. INTELLECTUAL PROPERTY

7.1. Intellectual Property Warranty. Supplier represents and warrants to Greyhound that: (i) Supplier owns, has obtained or is able to obtain, valid licenses for all Intellectual Property Rights that are necessary for the performance of its obligations under the Agreement; (ii) Supplier owns, has obtained or is able to obtain, valid licenses for all intellectual property provided to Greyhound.
8. **Sample Contract Greyhound Standard Agreement for the Purchase of Goods and Services**

under this Agreement (the “Licensed Intellectual Property”); (iii) as of the Effective Date there are no pending or to the knowledge of Supplier threatened disputes or claims against Supplier alleging that the use of the Licensed Intellectual Property by Supplier misappropriates or infringes the intellectual property rights of third parties; (iv) none of the rights licensed to Greyhound hereunder conflicts with any license or covenant not to sue granted by Supplier to any third party; (v) all Licensed Intellectual Property is free of any and all restrictions, settlements, judgments or adverse claims; and (vi) there is no copyright, patent, or trade secret or other proprietary right of a third party that would be infringed or misappropriated by Greyhound’s use of the Licensed Intellectual Property and/or any other intellectual property provided under this Agreement.

7.2. **Remedy for Breach.** In the event of a breach of Section 7.1 (Intellectual Property Warranty), Supplier shall be obligated to the requirements of Section 7.3 (Injunction Remedies) and Section 15 (Indemnification) in addition to any other remedies available to Greyhound hereunder.

7.3. **Injunction Remedies.** If the use of any Licensed Intellectual Property is enjoined, Supplier shall, at its sole expense and option: (i) procure for Greyhound the right to continue using the Licensed Intellectual Property; (ii) replace the Licensed Intellectual Property with a non-infringing version of equivalent function and performance; or (iii) modify the Licensed Intellectual Property to be non-infringing without detracting from function or performance. If one of the foregoing remedies are not reasonably available, Supplier shall promptly refund to Greyhound all fees paid for the enjoined Licensed Intellectual Property, reimburse Greyhound for any costs incurred by Greyhound as a result of such injunction, in addition to any other available remedies.

8. **WARRANTIES**

8.1. **Goods Warranty.** If Supplier sells Goods to Greyhound, Supplier warrants that the Goods:

a) Will be merchantable, of first class quality and fit for their intended purpose;

b) Will be free from defects in design, material and workmanship, including latent or patent defects;

c) Will be delivered free from any security interest or other lien or encumbrance;

d) Will conform to the drawings, specifications, descriptions or samples furnished or specified by Greyhound or provided by Supplier;

e) Will comply with all statutory requirements and regulations relating to the sale of the Goods; and

f) Will comply with all Category Specific Requirements appearing in Exhibit 2, attached hereto and made a part hereof.

8.2. **Remedy for Breach.** In the event of a breach of Section 8.1 (Goods Warranty), Greyhound may elect to exercise its rights under Section 13 (Termination) or allow Supplier to remedy any non-conformance with such warranty within ten (10) days following notification from Greyhound. If Supplier is unable to remedy such non-conformance within thirty (30) days following the initial notification from Greyhound, Supplier shall promptly refund any monies paid for such defective or non-conforming Goods in addition to any other remedies available to Greyhound.

8.3. **Services Warranty.** Contractor warrants that: (i) it has full power and authority to provide the Services to Greyhound and that all Services are free of any and all restrictions, settlements, judgments or adverse claims; (ii) all Services will be performed by Contractor in a professional
manner, consistent with the standard of skill and care exercised by the best professionals within Contractor’s industry on projects of comparable scope and complexity, in a similar location, and in conformance with the requirements of this Agreement; (iii) Contractor is sufficiently experienced, properly qualified, registered, licensed, equipped, organized, and financed to perform its Services in compliance with the terms of this Agreement and; (iv) it is under no obligation or restriction, nor will it assume any such obligation or restriction, which would in any way interfere with or be inconsistent with, or present a conflict of interest concerning, the provision of Services under this Agreement.

Contractor further warrants that the Services: (i) will be of satisfactory quality and fit for any purpose held out by Contractor or made known to Greyhound at the time the Services are ordered; (ii) will be free from defects in design, material and workmanship, including latent defects, and free from all liens, encumbrances, and security interests of any third parties; (iii) will comply with any sample or demonstration given to Customer by Contractor; (iv) will comply with all applicable statutory and other legal requirements and regulation related to the Services and (v) all Services will be performed by Contractor in accordance with the SOW and the service levels and specifications, if any, set forth Exhibit 1.

8.4. Remedy for Breach. In the event of a breach of Section 8.3 (Services Warranty), Greyhound may elect to exercise its rights under Section 13 (Termination) or allow Supplier to immediately re-perform any and all portions of the Services which Greyhound finds to be defective or non-conforming without charge to Customer in addition to any other remedies available to Greyhound hereunder.

8.5. Bidding Process. Supplier further warrants that (i) all factual representations made to Greyhound regarding Supplier’s capabilities during the bidding process were true, correct and complete and fairly described its capabilities; and (ii) as at the Effective Date, all information communicated to Greyhound during the bidding process and/or contained in any Supplier response to any Greyhound request for proposal remains true, accurate and not misleading, save as may have been specifically disclosed in writing to Greyhound prior to execution of this Agreement.

8.6. Pass-Thru of Manufacturer Warranties. In addition to the warranties set forth in Section 8.1, Supplier agrees to pass through to Greyhound all manufacturer warranties covering the Goods and, in the event of any defects, to facilitate any warranty claims against manufacturers on behalf of Greyhound.

8.7. Site Safety; Permits. Supplier further warrants that its employees will obey all rules and regulations applicable to the locations at which it conducts activities pursuant to this Agreement, and that it will, at its expense, obtain all necessary permits and licenses that may be required in order to meet its obligations under this Agreement.

8.8. Capacity; Authority. Supplier warrants that it has full capacity and authority and all necessary consents (including where its procedures so require, the consent of its parent company) to enter into and perform its obligations under this Agreement and that the Agreement is executed by a duly authorized representative of the Supplier.
8. Sample Contract Greyhound Standard Agreement for the Purchase of Goods and Services

8.9. **Absence of Litigation.** Supplier warrants that no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against Supplier or any of its assets which will or might have a material adverse effect on its ability to perform its obligations under the Agreement.

9. **PRICING**

9.1. **Prices.** All prices in Exhibit 1 are listed with FOB origin, inbound freight, landed costs and delivered pricing to the Greyhound locations and quoted in both US Dollars ($USD). Prices are firm-fixed and shall not be increased by Supplier during the Term; provided, however, if Supplier’s price for any Goods and Services on the scheduled delivery date is lower than the price quoted in Exhibit 1, Supplier shall sell the Goods and Services to Greyhound at such lower price.

9.2. **Most Favored Nations.** Supplier warrants that the price for the Goods and Services is at least as low as the lowest price at which Supplier is currently selling the Goods and Services in the same or similar quantity and value to its other non-government customers.

10. **PAYMENT TERMS**

10.1. Greyhound payment terms are **net 60** days from receipt of invoice. Supplier shall send all invoices to the address specified by Greyhound in writing. All invoices shall include the (i) Purchasing Request or Purchase Order number, as applicable; (ii) Ship to address; (iii) Location Name; and (iv) Location Number.

10.2. Payment will not constitute acceptance of any Goods and Services.

10.3. Greyhound reserves the right to require Supplier to comply with Greyhound’s preferred payment methodologies. Discounted rates may be available based upon payment terms and other contractual criteria.

10.4. Supplier further agrees that by submitting an invoice to Greyhound, Supplier acknowledges that the amount stated in the invoice is correct to the best of Supplier’s knowledge after reasonable investigation. When Greyhound pays the amount stated in the invoice, Greyhound will have fully satisfied its obligation to pay Supplier for the Goods identified therein. Nothing in this Paragraph shall waive Greyhound’s right to object to an inaccurate invoice.

10.5. Supplier agrees to invoice and accept payment for all Goods and Services in the local currency to where the Goods and Services are delivered:

a) United States, Puerto Rico, and Mexico deliveries shall be invoiced and paid in U.S. dollars. The invoice should specifically state Greyhound Lines Inc., or Greyhound Lines Mexico S de R.L. de C.V., as applicable, for all activities associated with deliveries and payments in U.S. dollars.

b) Canada Deliveries shall be invoiced and paid in Canadian dollars. The invoice should specifically state Greyhound Canada Transportation ULC for all activities associated with deliveries and payments in Canadian dollars.

11. **DATA AVAILABILITY**
8. Sample Contract Greyhound Standard Agreement for the Purchase of Goods and Services

Contractor agrees to provide usage and invoice detail and additional services information data in electronic format. Contractor will provide reporting on a monthly basis, in a format mutually agreeable to the Parties.

12. ACCESS TO INFORMATION SYSTEMS
   Access, if any, to Greyhound’s information systems is granted solely to provide the Goods and Services and is limited to those specific Greyhound information systems, access locations, time periods and personnel as are separately agreed to by Greyhound and Supplier from time to time. Greyhound may require Supplier Personnel to sign individual agreements prior to access to Greyhound’s information systems. Access is subject to Greyhound business control and information protection policies, standards and guidelines as may be modified from time to time. Supplier agrees to access information systems only from specific locations approved for access by Greyhound.

13. TERMINATION
13.1. Termination for Convenience. Greyhound may terminate this Agreement, or any purchasing request placed hereunder, in whole or in part, for convenience upon thirty (30) days prior written notice to Supplier.

13.2. Termination for Cause. Either Party may terminate this Agreement on written notice if the other Party fails to comply with this Agreement after it has been notified in writing of the nature of the failure and been provided with a reasonable time to cure.

13.3. Termination for Bankruptcy. If either Party becomes insolvent, is unable to pay its debts when due, files for bankruptcy, is subject of involuntary bankruptcy, has a receiver appointed, or has its assets assigned, the other Party may terminate this Agreement without notice and may cancel any unfulfilled obligations.

13.4. Return of Materials. Upon termination of this Agreement, Supplier shall promptly return to Greyhound all materials provided by Greyhound under this Agreement and all written Confidential Information provided by Greyhound to Supplier.

14. TERMINATION ASSISTANCE
   Upon the expiration or termination of this Agreement for any reason, Supplier will provide to Greyhound during any applicable notice period and for a reasonable period of time after the expiration or termination of this Agreement (such period, the “Termination Assistance Period”), such termination assistance as may be reasonably requested by Greyhound to facilitate the orderly transition of Supplier’s responsibilities hereunder to Greyhound or its designee, including the timely and complete transfer of data as directed by Greyhound and full cooperation with the new supplier (the “Termination Assistance”). Termination Assistance shall be provided without charge to Greyhound. During the Termination Assistance Period Supplier shall perform at a minimum in conformance with the level of service and with at least the same degree of accuracy, quality,
15. INDEMNIFICATION
To the fullest extent permitted by applicable law, Supplier shall defend, indemnify, protect and
hold harmless the Greyhound and its customers, directors, officers, employees (whether acting in
the course of their employment or otherwise), agents, representatives, successors and assigns (each,
an “Indemnified Party”) from and against any and all claims, losses, liens, demands, attorneys'
fees, damages, liabilities, costs, expenses, obligations, causes of action, or suits (collectively,
“Claims”) arising out of or resulting from (i) any act or omission or willful misconduct of Supplier
or its Personnel; (ii) the breach of this Agreement by Supplier or any Personnel (iii) property loss,
damage, personal injury or death, sustained by any Party, any Party’s employees and/or by any
Personnel, or (iv) any Claim that the Licensed Intellectual Property infringes or misappropriates
any third party Intellectual Property Right. An Indemnified Party shall have the right to participate
in the selection of counsel and Supplier shall not enter into any settlement agreement that contains
any admission of liability on the part of Greyhound and/or any other Indemnified Party.

16. INSURANCE, WAIVER OF SUBROGATION
16.1. At a minimum, during the Term of this Agreement Supplier will maintain in full force and
effect, at Supplier’s expense:
   i. Commercial General Liability Insurance with limits of $3,000,000 combined single limit for
      bodily injury, death, and property damage, including personal injury, contractual liability,
      independent contractors, broad-form property damage and products and completed
      operations coverage;
   ii. Automobile Liability Insurance covering liability arising out of all owned, hired and non-
       owned autos with limits in the amount of $1,000,000 combined single limit each
       occurrence;
   iii. Garagekeepers Legal Liability Insurance with a limit of liability in an amount not less than
       $500,000.00 per occurrence;
   iv. Worker’s Compensation insurance as required by any applicable law or regulation having
       jurisdiction over Supplier’s employees.
   v. Employer’s Liability Insurance in the amount of $1,000,000 each accident for bodily injury
      by accident and $1,000,000 each employee for bodily injury by disease.
   vi. Umbrella or Excess Liability Insurance in an amount not less than $5,000,000 per
       occurrence, which will provide additional limits for commercial general and automobile
       liability insurance.

16.2. Supplier shall provide Greyhound with a certificate of insurance evidencing that the required
minimum coverage is in effect and that each Commercial General Liability and Automobile
Liability policy names Greyhound, its subsidiaries, directors, officers and employees as additional
insureds. Supplier shall provide a waiver of subrogation clause in favor of the additional insureds
and provide that all insurance provided by the Supplier shall be primary and that any other
insurance maintained by or available to Greyhound shall be excess only and shall not contribute

with this insurance. Such insurance shall also cover the acts or omissions of Supplier’s subcontractors under this Agreement. Such insurance shall require the insurer to provide Greyhound thirty (30) days advance written notice of any cancellation or adverse material change with respect to any of the policies. If Supplier fails to procure or maintain in force the insurance specified herein, Greyhound may procure such insurance and the cost thereof shall be borne by Supplier.

16.3. The insurance provided by Supplier hereunder shall operate independent and apart from any obligations imposed upon Supplier under the indemnification provisions of this Agreement, and that in no event will the coverage or limits of any insurance maintained by Supplier under this Agreement, or the lack or unavailability of any other insurance, limit or diminish in any way Supplier’s obligations or liability to Greyhound hereunder.

16.4. Supplier’s failure to provide and keep in force the aforementioned insurance shall be regarded as a material default hereunder, entitling Greyhound to exercise any or all of the rights and remedies provided hereunder.

17. NON-DISCLOSURE; DATA PROTECTION

17.1. Confidential Information. “Confidential Information” means any information or data disclosed in connection with this Agreement that (i) is concerning or related to Greyhound’s general business operations (including without limitation business plans, processes, sales costs, profits, pricing methods, organization and employee lists); or (ii) is or concerns any Greyhound PII (as defined below). The existence of and terms and conditions of this Agreement shall be considered Confidential Information hereunder.

17.2. Confidential Information Obligations. Supplier will protect, and will ensure its Personnel protect, Confidential Information to prevent the unauthorized use, dissemination, disclosure, alteration, destruction or publication thereof. Supplier may disclose Confidential Information only to those of its Personnel who have a need to know and who are under an obligation of confidentiality at least as restrictive as that contained herein. Each such recipient of Confidential Information will be advised of the Supplier’s obligations under this Agreement. Confidential Information received may be used only to fulfill the purposes of the Agreement. If the Supplier or any of its Affiliates is requested or required by subpoena, court order, or similar process or applicable governmental regulation to disclose any Confidential Information, the Supplier will provide Greyhound with prompt notice of such request or obligation so that Greyhound may seek an appropriate protective order or procedure if it elects to do so. Obligations regarding Confidential Information will survive termination of this Agreement and survive perpetually.

17.3. Exclusions. The foregoing confidentiality obligations will not apply to Confidential Information that: (i) is already known to Supplier prior to disclosure; (ii) is or becomes a matter of public knowledge through no fault or breach on the part of Supplier; (iii) is rightfully received without a duty of confidentiality from a third party who has the right to transfer or disclose it; (iv) is independently developed by Supplier without reliance upon any Confidential Information of Greyhound; (v) is disclosed by operation of law; or (vii) is disclosed by Supplier with the prior written approval of Greyhound.

17.4. Personal Information; Data Protection.
8. Sample Contract Greyhound Standard Agreement for the Purchase of Goods and Services

17.4.1. Notwithstanding anything to the contrary in this Agreement, Supplier shall, and shall cause its subcontractors and all Personnel to, no later than the Effective Date, establish and implement, and thereafter maintain, a comprehensive information security program that is reasonably designed to protect the security, confidentiality, and integrity of (i) Greyhound PII (as defined below); and (ii) Greyhound Confidential Information. Such program, the content and implementation of which must be fully documented in writing, shall contain administrative, technical, and physical safeguards appropriate to Supplier’s size and complexity, the nature and scope of Supplier’s activities, and the sensitivity of the personal information and confidential information received from or collected about Greyhound, its employees, customers and contractors.

17.4.2. As used herein, “Greyhound PII” means the personally identifiable information of Greyhound and its employees, customers, contractors, vendors and other third parties, including personal data regulated under privacy or data protection laws and non-public personal information or sensitive personal information. Examples of Greyhound PII include without limitation: names, addresses, national ID numbers (e.g., social security numbers), telephone numbers, email addresses, human resources information and data, financial account numbers, credit card information, payment information and customer account data.

17.4.3. Any Greyhound PII collected or accessed by Supplier in the performance of this Agreement shall be limited to that which is strictly necessary to perform its obligations hereunder or to fulfill any legal requirements. Supplier must immediately notify Greyhound of any actual, suspected or alleged security breach that may result in the unauthorized use, access, disclosure, alteration or destruction of Greyhound PII.

17.4.4. Upon request from Greyhound, Supplier shall provide Greyhound with any or all Greyhound PII in Supplier’s possession. Upon termination or expiration of this Agreement, Supplier shall within ten (10) calendar days thereafter, at Greyhound’s sole discretion either (i) provide Greyhound with all documents and materials (including any and all copies) containing Greyhound PII, together with all other materials and property of Greyhound, which are in its possession or under its control or (ii) destroy all such specified documents and materials (including any and all copies in any and all formats) and provide Greyhound with a certificate of destruction signed by an officer of Supplier.

17.5. PCI Compliance. Supplier acknowledges that Supplier is responsible for, and shall take such steps as are necessary to protect, the security of Greyhound’s and its customers’ cardholder data in the possession or control of Supplier in connection with providing Goods or services under this Agreement. Supplier, its affiliates and their respective Personnel, as applicable, shall at all times comply, at its own cost, with the PCI Data Security Standards (PCI DSS) requirements for any work involving cardholder data as prescribed by the PCI Security Standards Council as the same may be amended from time to time.

18. FORCE MAJEURE

Neither party shall be liable for any delays in performing its obligations hereunder (except for the obligation to pay money) if such delays arise, directly or indirectly, out of causes beyond the control of such party, including without limitation public disturbances, fires or acts of God.
19. PUBLICITY
Supplier shall obtain Greyhound’s written approval before making publicity announcements regarding this Agreement, the Goods and Services supplied hereunder or using the name, trademarks, trade names or service marks which belong to Greyhound or any other reference from which the name of Greyhound can be inferred. Supplier shall cause its Personnel to comply with this requirement.

20. CUMULATIVE REMEDIES
All remedies of Greyhound provided for herein are cumulative and shall be in addition to all other rights and remedies provided by law. The exercise of any right or remedy by Greyhound hereunder shall not in any way constitute a cure or waiver of default hereunder or invalidate any act done pursuant to any notice of default, or prejudice Greyhound in the exercise of any of its rights hereunder.

21. SET-OFF
Greyhound shall be entitled to set off any amount owed by Supplier to Greyhound or to any of Greyhound Affiliate against any amount payable by Greyhound under this Agreement.

22. DISPUTED CHARGES
Greyhound may withhold payment of a disputed charge subject to good faith dispute provided that Greyhound pays the undisputed portion of all charges in accordance with this Section, and reasonably cooperates with Supplier’s efforts to investigate and resolve the dispute. If the disputed charge is found to be an error, Supplier shall issue a credit or reverse the amount incorrectly billed. If after a reasonable, good faith investigation, Supplier determines that a disputed charge was billed correctly, Supplier shall issue a new invoice, and payment shall be due from Greyhound in accordance with Section above. If Greyhound still disputes the charge, the parties will submit the dispute for negotiation pursuant to Section 31 below.

23. LIMITATION OF SUPPLIER ACTIONS
All claims and actions of Supplier against Greyhound arising out of or relating to this Agreement shall be commenced within six (6) months from the occurrence of the facts giving rise to such claim or action, or such claim or action shall be deemed waived and forever barred.

24. ASSIGNMENT OF RIGHTS
Supplier shall not assign this Agreement, or assign any rights or delegate any obligations hereunder, without the prior written consent of Greyhound, not to be unreasonably withheld, and any attempted assignment or transfer without such consent shall be void at Greyhound’s option.
8. Sample Contract Greyhound Standard Agreement for the Purchase of Goods and Services

Subject to the preceding clause, this Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

25. NOTICES, CONSENTS AND APPROVALS

25.1. Any notice required or permitted by this Agreement must be in writing and must be sent by facsimile, by nationally recognized commercial overnight courier, or mailed by United States registered or certified mail, addressed to the other party at the address below or to such other address for notice (or facsimile number, in the case of a notice by facsimile) as a party gives the other party written notice of in accordance with this Section. Any such notice will be effective as of the date of receipt:

If to Greyhound:
Greyhound Lines, Inc.
350 N. St Paul Street
Dallas, TX 75201
Attn: Legal Department, with a copy to Corporate Procurement

If to Supplier:

26. COMPLIANCE WITH LAWS; SAFETY

26.1. Supplier shall, and shall cause its Personnel to, comply with all applicable laws, safety legislation, regulations, safety standards and all legally binding requirements of all federal, state and local governmental authorities applicable to either party’s performance under this Agreement, including without limitation any industry-specific safety regulations and standards relating to the supply of the Goods and Services.

26.2. While performing any work or Services on premises owned or occupied by Greyhound, Supplier shall, and shall cause its Personnel to, comply with all applicable workplace health and safety rules, policies and procedures and obey all reasonable instructions issued by Greyhound authorized personnel. Supplier shall give Greyhound reasonable advance notice of visits to any Greyhound location. Site safety rules will be made available to Supplier on request.

27. SEVERABILITY

Any provision of this Agreement that is held by a court of competent jurisdiction to violate applicable law shall be limited or nullified only to the extent necessary to bring the Agreement within the requirements of such law.

28. NO WAIVERS, MODIFICATION
8. Sample Contract Greyhound Standard Agreement for the Purchase of Goods and Services

Any waiver of any right or default hereunder shall be effective only in the instance given and will not operate or imply a waiver of any other or similar right or default on any subsequent occasion. No waiver, modification or amendment of this Agreement or of any provision hereof will be effective unless in writing and signed by the party against whom such waiver, modification or amendment is sought to be enforced.

29. GOVERNING LAW

This Agreement and all claims arising out of this Agreement shall be governed by, enforced under and construed in accordance with the laws of the state of Texas without giving effect to its choice or conflict of law provisions or rules and without reference to the UN Convention on Contracts for the International Sale of Goods.

30. VENUE AND JURISDICTION

Each party hereby (a) agrees that any appropriate state or federal court located in Dallas, Texas shall have exclusive jurisdiction over all claims, disputes or litigation arising out of this Agreement and the transactions contemplated hereby; (b) consents to submit to the exclusive jurisdiction of any appropriate state or federal court located in Dallas, Texas for any litigation arising out of this Agreement and the transactions contemplated hereby; and (c) waives any objection to the laying of venue of any litigation arising out of this Agreement and the transactions contemplated hereby in the state or federal courts located in Dallas, Texas.

31. DISPUTE RESOLUTION

In the event of any dispute between the Parties which has not been resolved after reasonable attempts by either Party to do so, including without limitation any continuing dispute relating to the interpretation of any provision of this Agreement, the performance or non-performance by either Party hereunder, or the amount of any disputed charges arising hereunder, without prejudice to the right of either Party to seek emergency expedited or injunctive relief, then, upon the written request of either Party, each of the Parties will appoint a designated representative who does not devote substantially all of his or her time to performance under this Agreement, whose task it will be to meet for the purpose of endeavoring to resolve the dispute. The designated representatives will meet as often as the Parties reasonably deem necessary in order to gather and furnish to the other all information with respect to the matter in issue which the parties believe to be appropriate and germane in connection with its resolution. The representatives will discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding relating thereto. During the course of such negotiation, all reasonable requests made by one Party to the other for information will be honored in order that each of the Parties may be fully advised in the premises of the dispute. The specific format for such discussions will be left to the discretion of the designated representatives but may include the preparation of agreed upon statements of fact or written statements of position furnished to the other Party. Except where clearly prevented by the area in dispute, both Parties agree to continue performing their respective
32. INDEPENDENT CONTRACTORS
Except as may otherwise be mutually agreed by the parties and pre-approved in writing by Greyhound’s Law Department, Supplier and Greyhound are independent contractors, and nothing in this Agreement shall be deemed to create any employment, partnership, joint venture, franchise or agency relationship between the parties or to authorize either party to enter into any commitment or agreement binding on the other party.

33. ENTIRE AGREEMENT
This Agreement constitutes the entire agreement of the parties relating to the subject matter hereof and supersedes any other prior agreements and understandings between the parties, both oral and written, regarding such subject matter. No course of dealing, usage of trade or course of performance shall be relevant to explain or supplement any of the terms and conditions of this Agreement.

34. AMENDMENTS
This Agreement may not be amended or modified except by a written amendment signed by authorized signatories of both parties.

35. LANGUAGE
This Agreement has been executed and delivered in the English language and all documents or notices to be delivered pursuant to or in connection with this Agreement shall be in the English language or, if any such document or notice is not in the English language, accompanied by an English translation thereof, and the English language version of any such document or notice shall control for purposes hereof. Les parties ont requis que cette convention ainsi que tous les documents qui y sont envisagés ou qui s’y rapportent soient rédigés en langue anglaise. (English Translation: “The parties have requested that this Agreement and all documents contemplated hereby or relating thereto be drawn up in the English language.”).

36. COUNTERPARTS
This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but which collectively will constitute one and the same instrument.

37. ORDER OF PRECEDENCE
8. Sample Contract Greyhound Standard Agreement for the Purchase of Goods and Services

In the case of inconsistency between the provisions of this Agreement and any Exhibits hereto or any other documents exchanged between the parties in respect to this Agreement (including any purchasing request hereunder), this Agreement will control.

38. SURVIVING PROVISIONS
All provisions which by their nature extend beyond the termination of this Agreement shall survive such termination and remain in full force and effect, including without limitation the following sections: Inspection, Termination Assistance, Cumulative Remedies, Publicity, Non-Disclosure; Data Protection, Indemnification, Warranties, Insurance, Intellectual Property, Venue and Jurisdiction, Governing Law, Limitation of Supplier Actions, and Set-Off.

39. SUBCONTRACTORS
Supplier will not subcontract the supply of any Services or Goods hereunder to other persons or entities without the prior written approval of Greyhound, which may be granted or withheld in Greyhound’s sole discretion. Subcontracting any part of this Agreement shall not relieve the Supplier of any of its obligations or duties under the Agreement. Supplier agrees to impose on its subcontractors the same obligations imposed upon Supplier under this Agreement with respect to Warranties (Section 8), Indemnification (Section 15), Insurance and Insurance Certificates (Section 16), Non-Disclosure; Data Protection (Section 17), Compliance with Law and Safety (Section 26), and Greyhound’s CSR and Supplier Code of Conduct (Section 2.5 & 2.6). Supplier shall be responsible and liable for all acts and omissions of its subcontractors, their employees or agents as though they are its own.

IN WITNESS WHEREOF, the Parties have executed this Agreement to become effective as of the Effective Date.

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This Supplier Code of Conduct sets out the standards our suppliers are expected to adopt in relation to managing working conditions and their environmental impacts. It is FirstGroup plc’s policy to conduct every aspect of our business with honesty, integrity and openness, respecting human rights and the interests of our employees, customers and third parties as set out in our Code of Business Ethics. We expect our suppliers to adopt similar standards.

The Supplier shall comply, and shall ensure that its sub-contractors comply, with the Customer’s Supplier Code of Conduct (as amended from time to time by the Customer) which is available from the FirstGroup plc website (www.firstgroupplc.com). Direct link to Code: https://www.firstgroupplc.com/~/media/Files/F/Firstgroup-Plc/Responsibilty%20Reports/firstgroup-supplier-code-of-conduct.pdf

Our requirements for supplier business conduct are set out below.

1. Labor Practices
   1.1. Employment to be Freely Chosen. Forced, bonded or compulsory labor must not be used. Employees should be free to leave employment at any time after reasonable notice. Employees should not be required to lodge identity papers or other valuable items with their employer, on an indefinite basis.

1.2. Freedom of Association
In line with local laws employers must recognize the rights of employees to choose whether or not to be represented by a trade union and to organize and engage in union activities. Where workers’ representation and collective bargaining are restricted by law, employers should facilitate open communication and direct engagement between workers and management to ensure that workers’ rights, needs and views can be considered and acted upon.

1.3. Child Labor Avoidance
No person shall be employed who is under the age for completing compulsory education, or under the minimum age for employment in the country, whichever is the greatest. Young people under the age of 18 shall not be employed in hazardous conditions or work that could affect their personal development.

1.4. Working Hours
Working hours should not exceed the standards set in local law and should not be excessive. Workers should be allowed at least one day off per seven-day week.

1.5. Wages and Benefits
Employees’ employment conditions should be clearly communicated to them. Employees should be fairly and reasonably paid in line with applicable wage laws relating to minimum wages, overtime hours and legally mandated benefits. Workers should be paid in a timely manner documented via pay slips or similar.

1.6. Non-Discrimination
There shall be no discrimination in hiring and employment practices such as promotions, rewards or access to training. Employees should not be discriminated against on the basis of race, caste, national
8. Sample Contract Greyhound Standard Agreement for the Purchase of Goods and Services

origin, religion, age, gender, marital status, sexual orientation, union membership or political affiliation.

1.7. Humane Treatment
There shall be no harsh or inhumane treatment of workers such as verbal or physical abuse. Disciplinary procedures should be clearly defined and communicated to workers.

2. Health and Safety
2.1. Occupational Safety
Workers should be provided with safe and hygienic working conditions. Appropriate steps shall be taken to prevent accidents and injury to health through control of hazards in the workplace. Where hazards cannot be controlled appropriate, well-maintained personal protective equipment shall be provided. Workers shall receive regular, recorded health and safety training. Workers shall be encouraged to raise safety concerns with their employer.

2.2. Emergency Preparedness
Emergency and response procedures should be in place setting out clearly the action to be taken in the event of an emergency. Appropriate fire detection equipment, suppression equipment and adequate exit facilities and recovery plans should be in place.

2.3. Occupational Injury and Illness
Procedures should be in place for preventing, managing, tracking and reporting occupational injury and illness.

2.4. Housing
Where worker’s accommodation is provided it must be maintained in a clean and safe condition with appropriate facilities to meet the basic needs of the workers such as adequate water, heat and ventilation and reasonable personal space.

3. Environment
3.1. Environmental Permits and Reporting
Operations must maintain all the appropriate environmental permits and approval.

3.2. Environmental Management
Appropriate management, operational and process controls should be in place to minimize the release of harmful emissions to the environment. Operations should maintain and test appropriate spill response procedures.

4. Modern Slavery - Compliance with Anti-Slavery and Human Trafficking Laws
4.1. In performing its obligations under the Contract, the Supplier shall:
   a) not engage in any acts of slavery or human trafficking;
   b) comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force;
   c) have and maintain throughout the term of this Contract its own procedures to ensure its compliance;
   d) include in its contracts with its sub-contractors and suppliers anti-slavery and human trafficking provisions that require each of its sub-contractors and suppliers to comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in
4.2. The Supplier represents and warrants that neither the Supplier nor any Supplier Personnel or other persons associated with it have:
   a) been convicted of any offence involving slavery or human trafficking; or
   b) been or are the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence of or in connection with slavery and human trafficking.

4.3. The Supplier shall implement due diligence procedures for its sub-contractors, suppliers and other participants in its supply chain to ensure that there is no slavery or human trafficking in its supply chain.

4.4. The Supplier shall notify the Customer as soon as it becomes aware of:
   a) any breach, or potential breach of this clause; or
   b) any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Contract.

4.5. The Supplier shall indemnify, defend and hold harmless the Customer against any losses, liabilities, damages, costs (including but not limited to legal fees) and expenses incurred by, or assessed against, the Customer as a result of any breach of this clause.

4.6. The Customer may terminate this Contract with immediate effect if the Supplier commits a breach of this requirement.
9. General Conditions of the Contract

NOT APPLICABLE TO THIS PROJECT

---------------------------------End-----------------------------
10. Environmental Notification

Hazardous Materials

If, during installation, contractor identifies potential asbestos-containing materials (ACM) or lead based paint (LBP), contractor shall notify Owner in writing. Greyhound will arrange for ACM and LBP testing as required and will provide report to contractor. Owner will abate any ACM or LBP or will amend the scope to avoid installation in those areas.

If the facility was previously sampled, A copy of the Owner’s ACM/LBP survey report will be made available to the contractor.
# 11. Change Order Approval

**Important Note**

Owner will not approve change order requests for work not enumerated in the contract documents but typically required to complete the scope of work outlined in the specifications. *This includes conditions that were visible during bidding, including conditions above accessible ceilings.*

**Owner-Requested Changes**

For Owner-requested changes to the scope of work, a written Proposal Request from the Owner’s Project Manager will be sent to the contractor for a quote.

Scope changes requested by the local terminal staff will not be approved. *Owner will not pay for work not authorized in advance by the Owner’s Project Manager.*

**Contractor Requested Changes**

In the event of unforeseen conditions not typically encountered in this type of work, provide a written description of the proposed additional work with an itemized cost breakdown. For situations requiring immediate action, telephone Owner’s representative for verbal approval. Follow up with faxed confirmation that includes an itemized cost breakdown.

**Change Order Request Format**

Each change order request is to include the following:

1. Date
2. Date Owner response is needed to avoid impacting the project schedule
3. Narrative description of why the additional work is needed (N/A for Owner requests)
4. # of labor hours & labor rate(s)
5. Total labor cost
6. Itemized list of materials & prices
7. Total taxes
8. Total material cost
9. Schedule impact, if applicable
10. Space for Owner’s approval signature and date

If labor and material costs cannot be accurately projected before change order work must commence, provide a not-to-exceed change order proposal, with the Owner’s final cost determined by itemized labor and material cost documentation provided by the contractor.
12. Warranty

General Contractor Warranty

Provide to Owner a written one-year written warranty of the Contract upon completion of the work. Warranty to cover all materials and labor furnished under the contract. Commencement date of warranty shall be the date of substantial completion of the entire project. Use the enclosed warranty letter format.

Subcontract Warranties

Provide a written warranty from each subcontractor for his or her portion of the work. Each subcontractor’s warranty to include a contact name and phone number for warranty calls.
12. Warranty

Warranty Letter Format

[Dated the same date as Application for Final Payment]

Greyhound Lines, Inc.
350 N. St. Paul St
Dallas, Texas 75201

Attention:

Re: Greyhound Lines, Inc. Facility Camera Enhancements Project

________________,_______.

General Warranty

Dear Greyhound Lines, Inc.

This letter shall serve as the general warranty as required under Sections 8 of that certain Contract between ____________,______ ("Company") and Greyhound Lines, Inc. (the "Owner") dated ____________, 20__. Accordingly, the Company hereby warrants to Greyhound that all materials and equipment furnished under the Contract are of good quality and new (unless otherwise permitted by Greyhound) and that the work under the Contract is free from defects and conforms to the requirements of the Contract Documents.

The warranty commencement date is ____________ and the expiration date is ____________ . For warranty issues you may contact ________________ at phone number ____________.

Please call me should you have any questions or comments.

Sincerely,

__________________________ (Company)

By: ____________________________
Title: ____________________________
13. Contractor Payments

Progress payments will be made to the contractor at the completion of each location:

1. Submit invoice to include:
   - Location
   - Bill of material
   - Hours worked and labor rate for installation

2. Owner’s standard payment terms are 60 days from the date of the payment application.
14. Project Schedule

Schedule
Furnish a project schedule at the start of installation in Gantt (bar chart) format. Indicate critical path on schedule.

Schedule Updates
Fax an updated project schedule to Owner weekly. If a critical path item is delayed, provide revised schedule indicating how lost time will be recovered.
15. General Requirements

Permits
Scope of work includes permits, inspections and fees applicable to the scope of work. Contractor is responsible for all permit applications, plan reviews and related fees.

Related Work
Scope of work includes all incidentals and misc. demo and patching required to perform the work described in the plans and specifications. Change orders will not be approved for related work required to perform the scope outlined in the contract documents, unless the related work was a hidden condition during bidding.

Coordination with Owner’s Contractors
Scope of work includes coordination with Owner’s hazardous material removal contractors, sign contractors and phone/data cabling contractors as required.

Work Hours
Contractor may work any hours on any day with concurrence from the Owner’s Project Manager and/or local manager. Most Greyhound terminals operate 24/7.

Project Meetings
Conduct weekly project meetings with Owner’s representative. Provide an updated progress schedule at the beginning of each meeting. Contractor to prepare agenda for each meeting. Agenda to include: 1.) date, 2.) attendees, 3.) minutes from previous meeting, 4.) old business, 5.) new business, and 6.) action items. Action items to specify the responsible party and deadlines.

Submittals
Provide submittals in a timely manner to avoid delay in material delivery. Allow at least 5 working days for Owner review.

Workmanship
Only first-class workmanship will be allowed. Substandard workmanship will be rejected and must be corrected at no cost to the Owner.

As-Built Drawings
Provide one marked-up set of camera plan to Owner documenting as-built site conditions at the completion of the work. As-builts to be furnished to Owner within 15 calendar days of completion.

REQUIRED FEDERAL CERTIFICATIONS AND CONTRACTUAL PROVISIONS

The Bidder shall comply with the following requirements.

Conflict of Interest: The Bidder hereby certifies that no employee, officer, or agent of the grantee shall participate in the selection or in the award or administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: a) The employee, officer, or agent; b) Any member of his immediate family; c) His or her partner; or d) An organization which employs, or is about to employ, has a financial or other interest in the firm selected for award. The Agency’s officers, employees or agents shall neither solicit nor accept gifts, gratuities, favors, or anything of monetary value from Bidders, potential Bidders, or parties to subagreements.

No Obligation by the Federal Government: (1) The Purchaser and Bidder acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Bidder, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract. (2) The Bidder 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.

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

**Access to Records:** The following access to records requirements apply to this Contract: Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Bidder agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Bidder which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Bidder also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Bidder access to Bidder's records and construction sites 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 or 5311. 2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Bidder agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Bidder, access to the Bidder's records and construction sites 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 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at $100,000. 3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Bidder agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Bidder which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. 4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Bidder shall make available records related to the contract to the Purchaser, 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. 5. The Bidder agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. 6. The Bidder agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Bidder agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11). 7. FTA does not require the inclusion of these requirements in subcontracts.

**Federal Changes:** Bidder shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Bidder's failure to so comply shall constitute a material breach of this contract.

**Termination:**

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belonging to Greyhound Lines, Inc., the Bidder will account for the same, and dispose of it in the manner Greyhound Lines, Inc. directs.

b. Termination for Default [Breach or Cause] (General Provision) If the Bidder does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Bidder fails to perform in the manner called for in the contract, or if the Bidder fails to comply with any other provisions of the contract, Greyhound Lines, Inc. may terminate this contract for default. Termination shall be effected by serving a notice of termination on the Bidder setting forth the manner in which the Bidder is in default. The Bidder will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by Greyhound Lines, Inc. that the Bidder had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Bidder, Greyhound Lines, Inc., after setting up a new delivery of performance schedule, may allow the Bidder to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) Greyhound Lines, Inc. in its sole discretion may, in the case of a termination for breach or default, allow the Bidder [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Bidder fails to remedy to Greyhound Lines, Inc.’s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Bidder of written notice from Greyhound Lines, Inc. setting forth the nature of said breach or default, Greyhound Lines, Inc. shall have the right to terminate the Contract without any further obligation to Bidder. Any such termination for default shall not in any way operate to preclude Greyhound Lines, Inc. from also pursuing all available remedies against Bidder and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that Greyhound Lines, Inc. elects to waive its remedies for any breach by Bidder of any covenant, term or condition of this Contract, such waiver by Greyhound Lines, Inc. shall not limit Greyhound Lines, Inc.’s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) Greyhound Lines, Inc., by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If the Bidder fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Bidder fails to comply with any other provisions of this contract, Greyhound Lines, Inc. may terminate this contract for default. Greyhound Lines, Inc. shall terminate by delivering to the Bidder a Notice of Termination specifying the nature of the default. The Bidder will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Bidder was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

g. Termination for Default (Transportation Services) If the Bidder fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Bidder fails to comply with any other provisions of this contract, Greyhound Lines, Inc. may terminate this contract for default. Greyhound Lines, Inc. shall terminate by delivering to the

Bidder a Notice of Termination specifying the nature of default. The Bidder will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract. If this contract is terminated while the Bidder has possession of Recipient goods, the Bidder shall, upon direction of Greyhound Lines, Inc., protect and preserve the goods until surrendered to the Recipient or its agent. The Bidder and Greyhound Lines, Inc. shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that the Bidder was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Greyhound Lines, Inc.

h. Termination for Default (Construction) If the Bidder refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Bidder fails to comply with any other provisions of this contract, Greyhound Lines, Inc. may terminate this contract for default. Greyhound Lines, Inc. shall terminate by delivering to the Bidder a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Bidder and its sureties shall be liable for any damage to the Recipient resulting from the Bidder's refusal or failure to complete the work within specified time, whether or not the Bidder's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work. The Bidder's right to proceed shall not be terminated nor the Bidder charged with damages under this clause if - 1. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Bidder. Examples of such causes include: acts of God, acts of the Recipient, acts of another Bidder in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and 2. the Bidder, within [10] days from the beginning of any delay, notifies Greyhound Lines, Inc. in writing of the causes of delay. If in the judgment of Greyhound Lines, Inc., the delay is excusable, the time for completing the work shall be extended. The judgment of Greyhound Lines, Inc. shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses. If, after termination of the Bidder's right to proceed, it is determined that the Bidder was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Recipient.

i. Termination for Convenience or Default (Architect and Engineering) Greyhound Lines, Inc. may terminate this contract in whole or in part, for the Recipient's convenience or because of the failure of the Bidder to fulfill the contract obligations. Greyhound Lines, Inc. shall terminate by delivering to the Bidder a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Bidder shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If the termination is for the convenience of the Recipient, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If the termination is for failure of the Bidder to fulfill the contract obligations, the Recipient may complete the work by contact or otherwise and the Bidder shall be liable for any additional cost incurred by the Recipient. If, after termination for failure to fulfill contract obligations, it is determined that the Bidder was not in default, the rights and

obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

j. Termination for Convenience of Default (Cost-Type Contracts) Greyhound Lines, Inc. may terminate this contract, or any portion of it, by serving a notice or termination on the Bidder. The notice shall state whether the termination is for convenience of Greyhound Lines, Inc. or for the default of the Bidder. If the termination is for default, the notice shall state the manner in which the Bidder has failed to perform the requirements of the contract. The Bidder shall account for any property in its possession paid for from funds received from Greyhound Lines, Inc., or property supplied to the Bidder by Greyhound Lines, Inc. If the termination is for default, Greyhound Lines, Inc. may fix the fee, if the contract provides for a fee, to be paid the Bidder in proportion to the value, if any, of work performed up to the time of termination. The Bidder shall promptly submit its termination claim to Greyhound Lines, Inc. and the parties shall negotiate the termination settlement to be paid the Bidder. If the termination is for the convenience of Greyhound Lines, Inc., the Bidder shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination. If, after serving a notice of termination for default, Greyhound Lines, Inc. determines that the Bidder has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the Bidder, Greyhound Lines, Inc., after setting up a new work schedule, may allow the Bidder to continue work, or treat the termination as a termination for convenience.

Civil Rights: The following requirements apply to the underlying contract: (1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Bidder agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue. (2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract: (a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Bidder agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Bidder agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Bidder agrees to comply with any implementing requirements FTA may issue. (b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Bidder agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Bidder agrees to comply with any implementing requirements FTA may issue. (c) Disabilities - In accordance with section 102 of the

Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Bidder agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Bidder agrees to comply with any implementing requirements FTA may issue. (3) The Bidder also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

Special DOL EEO Clauses for Construction Projects

(a) The equal opportunity clause published at 41 CFR 60-1.4(a) of this chapter is required to be included in, and is part of, all nonexempt Federal contracts and subcontracts, including construction contracts and subcontracts. The equal opportunity clause published at 41 CFR 60-1.4(b) is required to be included in, and is a part of, all nonexempt federally assisted construction contracts and subcontracts. In addition to the clauses described above, all Federal contracting officers, all applicants and all non-construction contractors, as applicable, shall include the specifications set forth in this section in all Federal and federally assisted construction contracts in excess of $10,000 to be performed in geographical areas designated by the Director pursuant to §60-4.6 of this part and in construction subcontracts in excess of $10,000 necessary in whole or in part to the performance of non-construction Federal contracts and subcontracts covered under the Executive order.

Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)

Disadvantaged Business Enterprises: a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. A separate contract goal of 10% DBE participation has been established for construction procurement. b. The Bidder shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Bidder shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Bidder 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 Greyhound Lines, Inc. deems appropriate. Each subcontract the Bidder signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)). c. If a separate contract goal has been established, Offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following prior to award: 1. The names and addresses of DBE firms that will participate in this contract; 2. A description of the work each DBE will perform; 3. The dollar amount of the participation of each DBE firm participating; 4. Written documentation of the bidder/offeror’s commitment to use a DBE subcontractor whose participation it submits to meet the contract goal; 5. Written confirmation from the DBE that it is participating in the contract as provided in the prime Bidder’s commitment; and 6. If the contract goal is not met, evidence of good faith efforts to do so. Offerors must present the information required above as a matter of responsiveness see 49 CFR 26.53(3)). d. The Bidder is required to pay its subcontractor performing work related to this contract for satisfactory performance of that work no later than 30 days after the Bidder’s receipt of payment for that work from Greyhound Lines, Inc. In addition, is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor’s work by the Greyhound Lines, Inc. and Offeror’s receipt of the partial retainage payment related to the

subcontractor’s work. e. The Offeror must promptly notify Greyhound Lines, Inc., whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Bidder may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Greyhound Lines, Inc.

Incorporation of Federal Transit Administration (FTA) Terms: The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, 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 this Agreement. The Bidder shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

Suspension and Debarment: This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Bidder is required to verify that none of the Bidder, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The Bidder is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by Greyhound Lines, Inc. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Greyhound Lines, Inc., the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Buy America: The Bidder agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, 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 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 70 percent domestic content.

Breaches and Dispute Resolution
In the event of any dispute between the Procuring Agency and the Contractor which has not been resolved after reasonable attempts by either Party to do so, including without limitation any continuing dispute relating to the interpretation of any provision of this Agreement, the performance or non-performance by either Party hereunder, or the amount of any disputed charges arising hereunder, without prejudice to the right of either Party to seek emergency expedited or injunctive relief, then, upon the written request of either Party, each of the Parties will appoint a designated representative who does not devote substantially all of his or her time to performance under this Agreement, whose task it will be to meet for the purpose of endeavoring to resolve the dispute. The designated representatives will meet as often as the Parties reasonably deem necessary in order to gather and

furnish to the other all information with respect to the matter in issue which the parties believe to be appropriate and germane in connection with its resolution. The representatives will discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding relating thereto. During the course of such negotiation, all reasonable requests made by one Party to the other for information will be honored in order that each of the Parties may be fully advised in the premises of the dispute. The specific format for such discussions will be left to the discretion of the designated representatives but may include the preparation of agreed upon statements of fact or written statements of position furnished to the other Party. Except where clearly prevented by the area in dispute, both Parties agree to continue performing their respective obligations under this Agreement while the dispute is being resolved unless and until this Agreement expires or is terminated in accordance herewith.


APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

The undersigned [Bidder] 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, grant, or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant, or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

(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 instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.).] (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.

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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 (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.

**Clean Air:** (1) The Bidder agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Bidder agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. (2) The Bidder also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part of Federal assistance provided by FTA.

**Clean Water:** The Bidder agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Bidder agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Bidder also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

**Cargo Preference - Use of United States-Flag Vessels:** The Bidder agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. 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 leading 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 preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the Bidder in the case of a subcontractor's bill-of-lading.) c. 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.

**Fly America Requirements:** The Bidder agrees to comply with 49 U.S.C. 40118 (the “Fly America” Act) in accordance with the General Services Administration’s regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their Bidders are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Bidder 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. The Bidder agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

**Davis-Bacon and Copeland Anti-Kickback Acts:** (1) Minimum wages - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Bidder and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Bidder and its subbidders at the site of the work in a prominent and accessible place where it can be easily seen by the workers. (ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met: (1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and (2) The classification is utilized in the area by the construction industry; and (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and (4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed. (B) If the Bidder and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the

action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (C) In the event the Bidder, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification. (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Bidder shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof. (iv) If the Bidder does not make payments to a trustee or other third person, the Bidder may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the Bidder, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Bidder to set aside in a separate account assets for the meeting of obligations under the plan or program. (v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met: (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (2) The classification is utilized in the area by the construction industry; and (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination. (B) If the Bidder and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (C) In the event the Bidder, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification. (2) Withholding - The [insert name of grantee] shall upon its own action or upon
written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Bidder under this contract or any other Federal contract with the same prime Bidder, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Bidder, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Bidder or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, Greyhound Lines, Inc. may, after written notice to the Bidder, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. (3) Payrolls and basic records - (i) Payrolls and basic records relating thereto shall be maintained by the Bidder during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Bidder shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Bidders employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (ii)(A) The Bidder shall submit weekly for each week in which any contract work is performed a copy of all payrolls to Greyhound Lines, Inc. for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime Bidder is responsible for the submission of copies of payrolls by all subcontractors. (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Bidder or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following: (1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete; (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3; (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract. (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of

Compliance" required by paragraph (a)(3)(ii)(B) of this section. (D) The falsification of any of the above certifications may subject the Bidder or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code. (iii) The Bidder or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Bidder or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Bidder, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12. (4) Apprentices and trainees - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Bidder as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Bidder is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Bidder's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Bidder will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved. (ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not

Initial _________

mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Bidder will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved. (iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30. (5) Compliance with Copeland Act requirements - The Bidder shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract. (6) Subcontracts - The Bidder or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Bidder shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5. (7) Contract termination: debarment - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a Bidder and a subcontractor as provided in 29 CFR 5.12. (8) Compliance with Davis-Bacon and Related Act requirements - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract. (9) Disputes concerning labor standards - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Bidder (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives. (10) Certification of eligibility - (i) By entering into this contract, the Bidder certifies that neither it (nor he or she) nor any person or firm who has an interest in the Bidder's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

Contract Work Hours and Safety Standards: (1) Overtime requirements - No Bidder or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. (2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the Bidder and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Bidder and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause
set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section. (3) Withholding for unpaid wages and liquidated damages - Greyhound Lines, Inc. shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Bidder or subcontractor under any such contract or any other Federal contract with the same prime Bidder, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Bidder, such sums as may be determined to be necessary to satisfy any liabilities of such Bidder or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section. (4) Subcontracts - The Bidder or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors include these clauses in any lower tier subcontracts. The prime Bidder shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

**Bid Bond Requirements (Construction):**

(a) Bid Security - A Bid Bond must be issued by a fully qualified surety company acceptable to Greyhound Lines, Inc. and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder. (b) Rights Reserved - In submitting this Bid, it is understood and agreed by bidder that the right is reserved by Greyhound Lines, Inc. to reject any and all proposals, or part of any proposal, and it is agreed that the Bid may not be withdrawn for a period of ninety (90) days subsequent to the opening of proposals, without the written consent of Greyhound Lines, Inc. It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within ninety (90) days after the bid opening without the written consent of Greyhound Lines, Inc., shall refuse or be unable to enter into this Contract, as provided above, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, as provided above, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, he shall forfeit his bid security to the extent of Greyhound Lines, Inc.’s damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefor. It is further understood and agreed that to the extent the defaulting bidder's Bid Bond, Certified Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check (excluding any income generated thereby which has been retained by Greyhound Lines, Inc. as provided in [Item x "Bid Security" of the Instructions to Bidders]) shall prove inadequate to fully recompense Greyhound Lines, Inc. for the damages occasioned by default, then the undersigned bidder agrees to indemnify Greyhound Lines, Inc. and pay over to Greyhound Lines, Inc. the difference between the bid security and Greyhound Lines, Inc.’s total damages, so as to make Greyhound Lines, Inc. whole. The undersigned understands that any material alteration of any of the above or any of the material contained on this form, other than that requested, will render the bid unresponsive.

**Performance and Payment Bonding Requirements (Construction)** The Bidder shall be required to obtain performance and payment bonds as follows: (a) Performance bonds - 1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless Greyhound Lines, Inc. determines that a lesser amount would be adequate for the protection of the Greyhound Lines, Inc. 2. The Greyhound Lines, Inc. may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. Greyhound Lines, Inc. may secure additional protection by directing the Bidder to increase the penal amount of the existing bond or to obtain an additional bond. (b) Payment bonds - 1. The penal

The amount of the payment bonds shall equal: (i) Fifty percent of the contract price if the contract price is not more than $1 million. (ii) Forty percent of the contract price if the contract price is more than $1 million but not more than $5 million; or (iii) Two and one half million if the contract price is more than $5 million. 2. If the original contract price is $5 million or less, the Greyhound Lines, Inc. may require additional protection as required by subparagraph 1 if the contract price is increased.

Performance and Payment Bonding Requirements (Non-Construction) The Bidder may be required to obtain performance and payment bonds when necessary to protect Greyhound Lines, Inc.’s interest. (a) The following situations may warrant a performance bond: 1. Greyhound Lines, Inc. property or funds are to be provided to the Bidder for use in performing the contract or as partial compensation (as in retention of salvaged material). 2. A Bidder sells assets to or merges with another concern, and Greyhound Lines, Inc., after recognizing the latter concern as the successor in interest, desires assurance that it is financially capable. 3. Substantial progress payments are made before delivery of end items starts. 4. Contracts are for dismantling, demolition, or removal of improvements. (b) When it is determined that a performance bond is required, the Bidder shall be required to obtain performance bonds as follows: 1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless Greyhound Lines, Inc. determines that a lesser amount would be adequate for the protection of Greyhound Lines, Inc. 2. Greyhound Lines, Inc. may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. Greyhound Lines, Inc. may secure additional protection by directing the Bidder to increase the penal amount of the existing bond or to obtain an additional bond. (c) A payment bond is required only when a performance bond is required, and if the use of payment bond is in Greyhound Lines, Inc.’s interest. (d) When it is determined that a payment bond is required, the Bidder shall be required to obtain payment bonds as follows: 1. The penal amount of payment bonds shall equal: (i) Fifty percent of the contract price if the contract price is not more than $1 million; (ii) Forty percent of the contract price if the contract price is more than $1 million but not more than $5 million; or (iii) Two and one half million if the contract price is increased. Advance Payment Bonding Requirements - The Bidder may be required to obtain an advance payment bond if the contract contains an advance payment provision and a performance bond is not furnished. Greyhound Lines, Inc. shall determine the amount of the advance payment bond necessary to protect the Greyhound Lines, Inc. Patent Infringement Bonding Requirements (Patent Indemnity) - The Bidder may be required to obtain a patent indemnity bond if a performance bond is not furnished and the financial responsibility of the Bidder is unknown or doubtful. Greyhound Lines, Inc. shall determine the amount of the patent indemnity to protect the Greyhound Lines, Inc. Warranty of the Work and Maintenance Bonds - 1. The Bidder warrants to Greyhound Lines, Inc., the Architect and/or Engineer that all materials and equipment furnished under this Contract will be of highest quality and new unless otherwise specified by Greyhound Lines, Inc., free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards shall be considered defective. If required by the Contracting Officer, the Bidder shall furnish satisfactory evidence as to the kind and quality of materials and equipment. 2. The Work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Work must be of safe, substantial and durable construction in all respects. The Bidder hereby guarantees the Work against defective materials or faulty workmanship for a minimum period of one (1) year after Final Payment by Greyhound Lines, Inc. and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to Greyhound Lines, Inc. As additional security for these guarantees, the Bidder shall, prior to the release of Final Payment, furnish separate Maintenance (or Guarantee) Bonds in form acceptable to Greyhound Lines, Inc. written by the same corporate surety that provides the Performance Bond and Labor and Material Payment Bond for this Contract. These bonds shall secure the Bidder's obligation.

to replace or repair defective materials and faulty workmanship for a minimum period of one (1) year after Final Payment and shall be written in an amount equal to ONE HUNDRED PERCENT (100%) of the CONTRACT SUM, as adjusted (if at all).

**Seismic Safety:** The Bidder agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The Bidder also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

**Energy Conservation:** The Bidder agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

**Recycled Products - Recovered Materials:** The Bidder 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.

**Americans with Disabilities Act (ADA):** Greyhound Lines, Inc. complies with the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, Title VI of the Civil Rights Act of 1964 and other federal and applicable state and local equal opportunity laws and does not discriminate on the basis of race, sex, color, age, national origin, religion, disability or any other characteristic protected by law, in admission or access to Greyhound Lines, Inc. programs and activities, as well as Greyhound Lines, Inc.’s hiring or employment practices. Complaints of alleged disability discrimination and inquiries regarding Greyhound Lines, Inc.’s policies may be directed to Greyhound Lines, Inc., ATTN: ADA Compliance, 350 N. St. Paul Street, Dallas, TX, 75201, (214) 849-8000, ADA.support@greyhound.com. This notice is available in large print, on audiotape and in Braille.
BUY AMERICA CERTIFICATION

Certificate of Compliance
The Offeror 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:

Date: _________________________________

Signature of Authorized Representative: _____________________________________

Title of Authorized Representative: _____________________________________

Company Name: __________________________________________________________________

Certificate of Non-Compliance
The Offeror 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 it may qualify for an exception to the requirements consistent with 49 USC Sections 5323(j)(2)(B) or (j)(2)(D) and Section 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended, and regulations in 49 CFR 661.7.

Date: _________________________________

Signature of Authorized Representative: _____________________________________

Title of Authorized Representative: _____________________________________

Company Name: __________________________________________________________________
DEBARMENT AND SUSPENSION CERTIFICATION
(LOWER TIER COVERED TRANSACTIONS)

The prospective lower tier participant (Offeror) certifies, by submission of this Offer, 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 lower tier participant (Offeror) is unable to certify to the statement above, it shall attach an explanation, and indicated that is has done so, by placing an “X” in the following space ___.

THE OFFEROR, _____________________________________, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND EXPLANATION, IF ANY, IN ADDITION, THE OFFEROR UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 USC § 301 ET SEQ. APPLY TO THIS CERTIFICATION AND EXPLANATION, IF ANY.

______________________________________________
Signature of Offeror’s Authorized Representative

______________________________________________
Name & Title of Offeror’s Authorized Representative

______________________________________________
Date

LOBBying CERTIFICATION

The Offeror certifies, to the best of 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, or 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 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions (as amended by “Government-wide Guidance for New Restrictions on Lobbying,” Fed. Reg. 1413 (1/19/96). Note” Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 USC 1601, et seq.).

3. The undersigned shall require that the language of this certification be included in the award documents for a sub awards at all tiers (including subcontractors, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 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 OFFEROR, _______________________________________, CERTIFIES AND AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND DISCLOSURE, IF ANY. IN ADDITION, THE OFFEROR UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 USC § 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND DISCLOSURE, IF ANY.

__________________________________________
Signature of Offeror’s Authorized Representative

__________________________________________
Name & Title of Offeror’s Authorized Representative

__________________________________________
Date
I hereby certify that the Offeror has complied with the requirements of 49 CFR 26, Participation by Disadvantaged Business Enterprises in DOT Programs, and that the goals have not been disapproved by the Federal Transit Administration.

________________________________________
Signature of Offeror’s Authorized Representative

________________________________________
Name & Title of Offeror’s Authorized Representative

________________________________________
Date
17. Minimum Wage Rates

Contractor will be required to pay minimum wage rates for each City as listed in the US Dept. of Labor website at www.wdol.gov. The wage rate that will apply to this project will be described in each Wage Decision as follows:

"ELECTRICIAN (Low Voltage Wiring and Installation of Sound and Communications Systems"

Wages shall be documented as required under the US Dept. of Labor Davis-Bacon Act as noted on Pages 16-9 thru 16-13. Please read and understand this requirement prior to submitting your proposal.
GREYHOUND - CHARLOTTE, NC

Cameras: 30
DVRs: 2
Proposer to confirm quantities shown on drawing.
Chicago Terminal
Cameras: 62
DVRs: 4
Proposer to confirm quantities shown on drawing.
Denver Terminal
Cameras: 43
DVRs: 3
Proposer to confirm quantities shown on drawing.
Houston Terminal
Cameras: 42
DVRs: 3
Proposer to confirm quantities shown on drawing.
Las Vegas Terminal
Cameras: 31
DVRs: 2
Proposer to confirm quantities shown on drawing.
Los Angeles Terminal
Cameras: 62
DVRs: 4
Proposer to confirm quantities shown on drawing.
Philadelphia Terminal
Cameras: 36
DVRs: 3
Proposer to confirm quantities shown on drawing.
Phoenix Terminal
Cameras: 40
DVRs: 3
Proposer to confirm quantities shown on drawing.

Attachment A

March 3, 2020