



***BYD/Heliox FLEX 180kW Depot Charger  
State of Georgia Contract***

***November 2021***

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## COVER LETTER

23 November 2021

Via Email: [eric.mercier@doas.ga.gov](mailto:eric.mercier@doas.ga.gov)

Eric Mercier, GCPA  
Contract Management  
Specialist State Purchasing  
Georgia Dept. of Administrative Services  
200 Piedmont Avenue, S.E.  
Suite 1308, West Tower  
Atlanta, GA 30334-9010

**RE: BYD/State of Georgia Contract 99999-001-SPD0000138 - Heliox Flex 180kW Vehicle Charger**

Dear Mr. Mercier:

BYD Motors LLC is pleased and thankful for the opportunity to work with the State of Georgia over the years under the contract indicated above. BYD is always working on different ways to augment our existing collaboration by adding a supply base as it relates to battery electric buses.

This cover letter is to request that the State of Georgia review and consider approving the new Heliox Flex 180kW Vehicle Charger. BYD is providing detail about the system as required by State of Georgia in order to add this equipment to the State of Georgia Contract No.:99999-001-SPD0000138. We are introducing this product as a result of emerging and ever changing technology requirement now and towards the future in the electric-battery industry. This product is new and was not included in the original solicitation close date. Note that currently, the BYD /Heliox Flex 180kW Dynamic Vehicle Charger is FTA compliant, as required by the Agency.

BYD is always working for its customer and providing all the necessary tools to ensure all electric-battery vehicle are operational at all time, because we know the future of green technology depends on it, every step of the way.

Our key goal in this request is to provide the end-user customer/agency the technological support it will need now and in the future of electric-battery vehicles. If additional information is required feel free to email Enid Santiago at [enid.santiago@byd.com](mailto:enid.santiago@byd.com) and she will provide you with any information you may need.

Warm regards,



Maria Mendoza  
Bids and Grants Director  
Email: [maria.mendoza1@byd.com](mailto:maria.mendoza1@byd.com)  
Phone: 213-359-3660

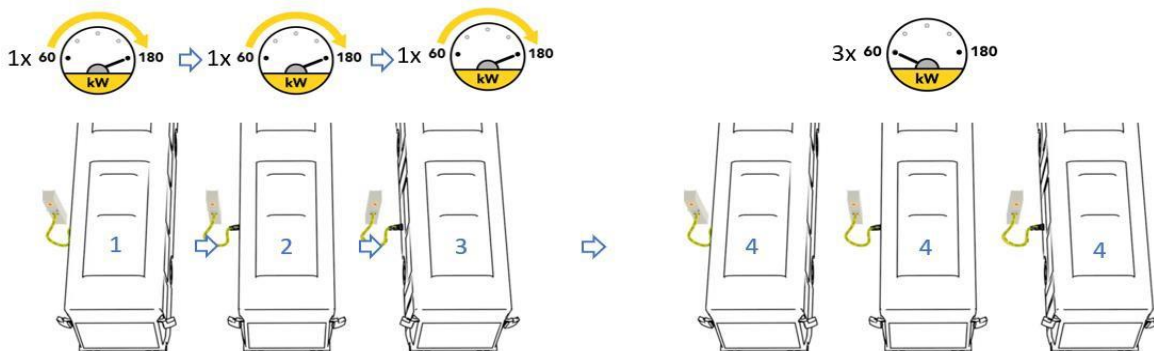
# HELIOX FLEX 180kW DEPOT CHARGER CASE STUDY



## Heliox DC Fast Charging in the North American Market

Heliox has been an authority in the DC fast charging space since its founding in 2009 in the Netherlands, and has brought the experience gained in the European market to North America, beginning in late 2018. With the establishment of the North American Headquarters in Atlanta, Georgia, and manufacturing based in Minnesota, Heliox is focused on supporting the current deployments of charging infrastructure in North America, while also being a localized resource for the burgeoning zero emission transit space.

Complying with both the SAE DC J1772 and J3105-1 charging standards, the Flex 180kW depot charger offers the ultimate flexibility when it comes to charging infrastructure implementation in depots. By the use of charging columns or inverted pantographs mounted overhead, Heliox is able to charge up to 3 buses with 1 charger both in parallel or sequentially. Dynamic charging allows for a combination of sequential or parallel charging, which can be seen in the diagram below.



Up to 180kW then Up to 180kW then Up to 180 kW or Up to 60kW on 3 Vehicles Simultaneously

For on route charging, the 450kW opportunity charger coupled with an inverted pantograph is the perfect solution for topping up buses that are in service. The Heliox deployment with CTA in Chicago utilizes this method to keep CTA's Route 66 buses with plenty of charge to continue to perform optimally during service. With these chargers installed nearby the famous Navy Pier, they offer a fantastic compliment of form and function that is critical in the implementation of zero emission technology in the public space.

For transit authorities that are just beginning their transition into the zero emission sector, the 50kW mobile charger offers a great entry point, both in price point and flexibility. With only a 480 VAC outlet required to be installed, the 50kW mobile is a great solution for entities that want to begin their fleet electrification without having to redesign their current depots. For the entities that are well on their way to complete fleet conversion, the mobility of the chargers are seen as a critical instrument in the

maintenance garage, where it can be stored until charging is required for a BEB undergoing maintenance. Currently, Heliox has multiple and upcoming depot and on route deployments in the United States including the following: Knoxville Area Transit (KAT), Antelope Valley Transit Authority (AVTA), Chicago Transit Authority (CTA), King County Metro (KCM), and San Diego Metropolitan Transit System (MTS).

HELIOX SPECIFICATION SHEETS

## Heliox Flex 180 kW Depot Charger (CCS1)

# heliox

### FLEX 180 kW HPC 3 x 60 kW UL

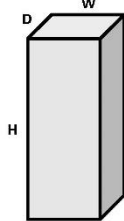


Charge any CCS compatible EV in flexible configurations with up to 180 kW. Performing at industry's highest efficiency of up to 95.5%. A fast and high-efficiency solution for a single vehicle, or a 3-vehicle fleet simultaneously. Covering the complete CharIN high power charging (HPC) required power, voltage and current ranges. Two HPC DC 180 kW chargers can be combined to exceed the HPC350 power class.

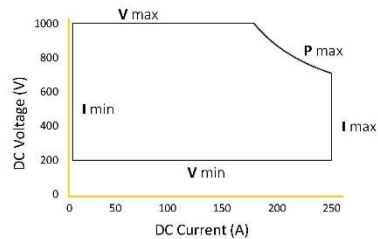
Industry highest component reliability and system redundancy keeps your fleets' battery charged at all times. Charger systems are designed according to the IEC 61851 / UL 2202, communicate according to ISO 15118 / DIN70121 and connect with a CCS-plug (SAE J1772, UL 2251) or alternatively with automated connection device (SAE J3105). This secures all vehicle manufacturer compatibility.

#### Dimensions

H: 95"  
W: 32"  
D: 32"



#### Power Curve



### Specifications

General	Charger
Charging standard	SAE J1772 / SAE J3105
Communication standard	DIN70121 / ISO15118-1/2/3 ed1 (incl. V2ICP/VDV261 support)
Compliance and safety	UL 2202 / UL 2231
Output DC voltage range	200 - 1000 V
Rated DC output power	Single output: 180 kW Triple outputs: 60 kW each in parallel OR 180 kW sequential charge mode
Maximum DC output current	Single output: 250 A Triple outputs: 80 A each
Input connections	3P + G
Input power rating; full load / idle	205 kVA / 100 VA
Input line-line voltage range	480 V AC +6/-13 %, 60 Hz
Input maximum AC current per phase	283 A, inrush current limited
Power factor above 50 % rated	> 0.98
Peak efficiency	95.5%
Dielectric withstand	3000 V
Network cellular back office	4G modem, LAN OCPP 1.6J/2.0, ChargeSight
Temperature range	-22 to 113 °F, derating may apply
Operational noise level	<60 dB(A) @ 40"
System weight	1300 lb
Protection	NEMA 3R
Environment operating	ISO 12944: C4 H, optional C5 H

Specifications subject to change without notice



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**Global HQ**  
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The Netherlands  
[info@heliox.nl](mailto:info@heliox.nl)

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## High Power Parallel Charging

Smart charging at its best. Instead of having one charger per vehicle, the HPC 175kW offers up to 3 Charge Pillars. Providing full 175kW fast charging capacity when one vehicle is connected. And charging all 3 vehicles with up to 60kW in parallel.



The advantages are:

- Vehicles are charged with high power, maximizing vehicle availability
- The required grid connection is smaller, reducing initial investments and operational costs
- The Charge Pillar is perfectly suited for depots with space constraints
- Optimal utilization of installed infrastructure, meaning lower investments in charging equipment



# Mobile 50kW

Simple. Durable. Portable.

The Heliox Mobile charger is the perfect solution for workshops, bus depots or driving events. With a durable yet lightweight design built from the ground up for the daily activities of service and maintenance personnel.



Reliability on-the-go rapid DC charging where you need it



Perfect for getting started.  
Charging starts automatically when plugged in



heliox

# Mobile 50kW



**Durability:** A strong metal casing and wheel system means it stands up to daily wear and tear in ways other chargers simply cannot.



**Simplicity:** Mobility meets efficiency. Simply connect the charger to a standard 480V AC wall-socket and the charging process starts automatically.

**98%  
uptime**

## General

Charging standard	ISAE J1772
Communication standard	DIN70121 / ISO15118-1/2/3 ed1
Compliance and safety	UL 2202 / UL 2231
DC charging connection	CCS type-1 (IEC 62196)
Power factor above 50 % rated	> 0.98
Peak efficiency	95%
Dielectric withstand	3000 V
Network cellular	4G modem
Back Office	OCPP interface, Chargesight
Temperature range	-4 to 104 °F
Operational noise level	< 55 dB(A) @ 40"
System weight	270 lbs
Protection	NEMA 3R
Environment operating	ISO 12944: C4 H
Dimensions	H: 36" W: 20" D: 20"

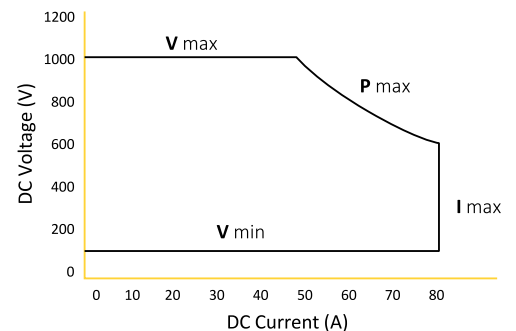
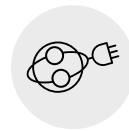
## Input

Input connections	3P + G
Input power rating; full load / idle	54 kVA / 15 VA
Input line-line voltage range	480 V AC +/- 10 %, 60 Hz
Input maximum AC current per phase	65 A, inrush current limited

## Output

Output DC voltage range	100 - 1000 V
Rated DC output power	50 kW
Maximum DC output current	80 A

## Interfaces



heliox

[www.heliox-energy.com](http://www.heliox-energy.com)  
[info@heliox-energy.com](mailto:info@heliox-energy.com)

## DC outlet column 250A CCS type-2



## Specifications

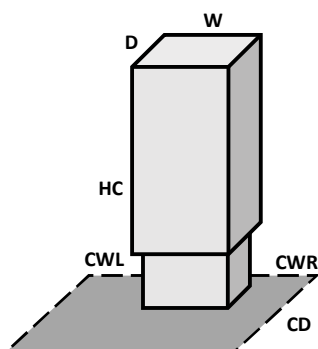
Charge any CCS type-2 compatible EV with up to 250 A DC. Performing at industry's highest standards. A fast and user-friendly solution for single vehicle charging.

Industry highest component reliability and system redundancy keeps your fleets' battery charged at all times. The DC outlet columns are designed for use with the Heliox base products in Combined Charging System applications and has a user-friendly interface. The design embodies robustness and visibility including a 360 degrees visible charging status indication and integrated stop button to monitor the charging process and manage charger availability.

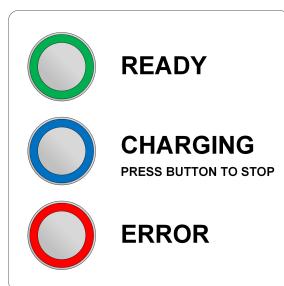
The durable, long-life CCS plug complies with the CCS type-2 and the IEC62196 standards to secure all vehicle manufacturer compatibility.

### Dimensions

Product	Clearance
HC: 1400 mm	CWL: 200 mm
W: 450 mm	CWR: 500 mm
D: 250 mm	CD: 950 mm



### Status indication



Picture for illustration

- Height HC is combination of
- Height base frame 340 mm
  - Height DC outlet 1060 mm

### General

Charging standard
Communication standard
CCS plug standard
Compliance and safety
Maximum DC voltage
Maximum DC current

### DC outlet column

IEC61851-1/21-2/23/24
DIN70121 ISO15118-1/2/3 ed1 (incl. V2ICP/VDV261 support)
IEC62196-3 / CCS type-2
CE
1000 V
250 A
DC+, DC-, PE, communication, 400 V AC 50 Hz
At one side
< 75N
Up to 7.0 m (external, with holder)
Charge current derating based on connector temperature feedback

Input connections from EVSE base station
User interface
Plug mating force
Cable length
Cable thermal protection

Human machine interaction
Environment operating
Temperature range
Operational noise level
Protection
System weight

Charger status indication and button to stop charging session
Optional RFID initiated unlocking and/or stop charging session
ISO 12944: C4 H, optional C5 H
-25 to 45 °C, derating may apply
< 55 dB(A) @ 1 m
IP54 / IK10 (column)
IP44 (CCS plug)
100 kg

Specifications subject to change without notice



< 75N  
Mating force



Highest  
up time



Back office  
systems



Zero  
Emissions



Support  
services



Industry's  
quietest

### Global HQ

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+31 88 5016 300

### North America

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+1 470-670-7539

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[info@heliox-energy.com](mailto:info@heliox-energy.com)

HELIOX PRICING

## 2017 Georgia Supplemental Mass Transit Pricing Sheet (Electric)

Contract#: 99999-001-SPD0000138

### "ADDITIONAL OPTIONS"

#### GENERAL INFORMATION

COMPANY NAME: Heliox Technology LLC

LINE ITEM # DESCRIPTION: BYD - Heliox Flex 180kW Depot Charger

MAKE/MODEL

Heliox Flex180kW UL BAA Charger (480 VAC input) with 1 x Charge Column (3.5m dispenser with CCS1 connection)

#### OTHER AVAILABLE OPTIONS (SUPPLMENTAL)

#	Option Category	Option Description	Price
1	Heliox DC Fast Charger	Heliox Flex 180kW Cabinet with 1 x Charge Column	\$ 91,774.80
2	Heliox DC Mobile Charger	Heliox 50kW Mobile Charger	\$ 45,887.40
3	Option: 2:1 Dynamic	Column to Charger ratio (1:2): Dynamic Charging +1 Depot Charge Column	\$ 14,119.20
4	Option : 3:1 Dynamic	Column to Charger ratio (1:3): Dynamic Charging +1 Depot Charge Column	\$ 28,238.40
5	Other - included	Products comply with USDOT FTA Buy America Rule 49 CFR Part 661.5 - General Manufactured Products	\$ -
6	Other	Onsite Commissioning: (US site: 1 deployment; xx man-hours at site total)	\$ 1,411.92
7	Other - included	Standard Warranty (first 2 years of operation)	\$ -
8	Other	Freight is Not Included in Pricing	TBD
9	Option	Depot Pantograph with Dispenser Cabinet (Capable of 1:3 Dynamic Charging)	\$ 36,474.60
10	Option	Powered Overhead Reel with Dispenser Cabinet (Capable of 1:3 Dynamic Charging)	\$ 25,885.20
11			
12			
13			
14			

ATTACHMENT N – FTA MASTER CERTIFICATIONS



## Attachment N: Federally Required Certification Forms

### Form 1: Fly America Requirements; 49 U.S.C. §40118; 41 CFR Part 301-10

49 U.S.C. §40118

41 CFR Part 301-10

**BYD does not plan to air freight the Heliox Flex 180kW Vehicle Charger**

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

The bidder or offeror hereby certifies that it complies with the requirements of 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Printed Name: \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10 The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10

Date \_\_\_\_\_

Signature \_\_\_\_\_

Printed Name: \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_



## Form 2: Buy America Requirements Certification Form

49 U.S.C. 5323(j) **Not applicable**  
49 CFR Part 661

**Certification requirement for procurement of buses, other rolling stock and associated equipment.**

*Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C).*

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C).

Date \_\_\_\_\_

Signature \_\_\_\_\_

Printed Name: \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

*Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)*

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11, but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Printed Name: \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_





### Form 3: Cargo Preference Requirements


46 U.S.C. 1241

46 CFR Part 381

**Cargo Preference - Use of United States-Flag Vessels** - The contractor 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 contractor 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.*

The bidder or offeror hereby certifies that it will comply with the Cargo Preference Requirements as stated above

Date 11/22/2021

Signature 

Printed Name: Patrick Duan

Company Name BYD Motors LLC

Title Senior Vice President of Operations

*Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)*

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11, but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Printed Name: \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_



## Form 4: Energy Conservation Requirements

**42 U.S.C. 6321 et seq.**

**49 CFR Part 18**

The contractor 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.

Date **11/22/2021**

Signature 

Printed Name **Patrick Duan**

Company Name **BYD Motors LLC**

Title **Senior Vice President of Operations**



## Form 5: Clean Water Requirements

### 33 U.S.C. 1251

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

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Date 11/22/2021

Signature 

Printed Name: Patrick Duan

Company Name BYD Motors LLC

Title Senior Vice President of Operations



## Form 6: Certification of Compliance with FTA Bus Testing Requirements

49 U.S.C. 5318(e), CFR Part 665 **Not applicable as we are submitting a non-FTA compliant item. The item that is being requested to be added is a Heliox Flex 180kW Vehicle Charger**

**Bus Testing** - The Contractor [Manufacturer] agrees to comply with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following:

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

The undersigned [Contractor/Manufacturer] certifies that the vehicle offered in this procurement complies with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665.

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



## Form 6: (Page 2) Certification of Compliance with FTA's Bus Testing Requirements

49 U.S.C. 5318(e) **Not applicable as we are submitting a non-FTA compliant item. The item that is being requested to be added is a Heliox Flex 180kW Vehicle Charger**  
49 CFR Part 665

### Certificate of Non-Compliance

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

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Title: \_\_\_\_\_



## Form 7: Pre-Award and Post Delivery Audit Requirements

**49 U.S.C. 5323**    **Not applicable as we are submitting a non-FTA compliant item. The item that is being requested to be added is a Heliox Flex 180kW Vehicle Charger**  
**49 CFR Part 663**

Pre-Award and Post-Delivery Audit Requirements - The Contractor agrees to comply with 49 U.S.C. § 5323(l) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

1. Buy America Requirements: The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder/Offeror certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
2. Solicitation Specification Requirements: The Contractor shall submit evidence that it will be capable of meeting the bid specifications.
3. Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

### Certificate of Compliance

The bidder hereby certifies that it will comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C), Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 C.F.R. 661.11:

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Title: \_\_\_\_\_



## Form 8:--Certification Regarding Lobbying

31 U.S.C. 1352

49 CFR Part 19

49 CFR Part 20

**Not applicable as we are submitting a non-FTA compliant item. The item that is being requested to be added is a Heliox Flex 180kW Vehicle Charger**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for 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 sub awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]



## Form 8:-- (Page 2) Certification Regarding Lobbying

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_ Signature of Contractor's Authorized Official

\_\_\_\_\_ Name and Title of Contractor's Authorized Official

\_\_\_\_\_ Date

### Certificate of Compliance

The bidder hereby certifies that it will comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C), Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 C.F.R. 661.11:

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Title: \_\_\_\_\_





## Form 9: Access to Records and Reports

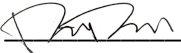
**49 U.S.C. 5325**

**18 CFR 18.36 (i)**

**49 CFR 633.17**

In accordance with **49 U.S.C. 5325, 18 CFR 18.36 (i) and 49 CFR 633.17** the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal and State requirements for access to public records and reports.

Date: **11/22/2021**

Signature: 

Printed Name: **Patrick Duan**

Company Name: **BYD Motors LLC**

Title: **Senior Vice President of Operations**



## Form 10: Federal Changes


### 49 CFR Part 18

Federal Changes - Contractor 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. Contractor's failure to so comply shall constitute a material breach of this contract.

### Certificate of Compliance

The bidder hereby certifies that it will comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C), Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 C.F.R. 661.11:

Date: 11/22/2021

Signature: 

Printed Name: Patrick Duan

Company Name: BYD Motors LLC

Title: Senior Vice President of Operations



## Form 11: Clean Air

**42 U.S.C. 7401 et seq**


**40 CFR 15.61**

**49 CFR Part 18**

**Clean Air** - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Date: **11/22/2021**

Signature: 

Printed Name: **Patrick Duan**

Company Name: **BYD Motors LLC**

Title: **Senior Vice President of Operations**



## Form 12: Recycled Products

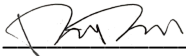
**42 U.S.C. 6962**

**40 CFR Part 247**

**Executive Order 12873**

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

Date: **11/22/2021**

Signature: 

Printed Name: **Patrick Duan**

Company Name: **BYD Motors LLC**

Title: **Senior Vice President of Operations**

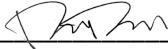


### Form 13: No Government Obligations to Third Parties

The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor also 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.

Date: 11/22/2021

Signature: 

Printed Name: Patrick Duan

Company Name: BYD Motors LLC

Title: Senior Vice President of Operations



## Form 14: Program Fraud and False or Fraudulent Statements and Related Acts

**31 U.S.C. 3801 et seq.**

**49 CFR Part 31 18 U.S.C. 1001**

**49 U.S.C. 5307**

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

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

Date: **11/22/2021**

Signature: 

Printed Name: **Patrick Duan**

Company Name: **BYD Motors LLC**

Title: **Senior Vice President of Operations**




## Form 15: Termination

**49 U.S.C.Part 18**

**FTA Circular 4220.1F**

The Contractor agrees with the requirements and procedures outlined in 49 U.S.C.Part 18 and **FTA Circular 4220.1F** regarding Termination

Date: **11/22/2021**

Signature: 

Printed Name: **Patrick Duan**

Company Name: **BYD Motors LLC**

Title: **Senior Vice President of Operations**



## Form 16: Government-Wide Debarment and Suspension (Non-procurement)

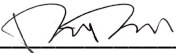
49 CFR Part 29

Executive Order 12549

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 **the State of Georgia and its Authorized Users**. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to **the State of Georgia and its Authorized Users**. 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.

Date: 11/22/2021

Signature: 

Printed Name: Patrick Duan

Company Name: BYD Motors LLC

Title: Senior Vice President of Operations





## Form 17: Privacy Act

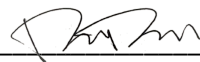
### 5 U.S.C. 552

The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974,

5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

Date: 11/22/2021

Signature: 

Printed Name: Patrick Duan

Company Name: BYD Motors LLC

Title: Senior Vice President of Operations



## Form 18. Civil Rights Requirements

**29 U.S.C. § 623, 42 U.S.C. § 2000**

**42 U.S.C. § 6102, 42 U.S.C. § 12112**

**42 U.S.C. § 12132, 49 U.S.C. § 5332**

**29 CFR Part 1630, 41 CFR Parts 60 et seq.**

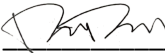
1. *Nondiscrimination* - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. *Race, Color, Creed, National Origin, Sex* - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. *Age* - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
4. *Disabilities* - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.



## Form 18. (Page 2) Civil Rights Requirements

5. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

Date: **11/22/2021**

Signature: 

Printed Name: **Patrick Duan**

Company Name: **BYD Motors LLC**

Title: **Senior Vice President of Operations**




## Form 19: Breaches and Dispute Resolution

**49 CFR Part 18**

**FTA Circular 4220.1F**

Contractor agrees to comply with the requirements and procedures set forth in 49 CFR Part 18 and FTA Circular 4220.1F concerning Breaches and Dispute Resolution.

Date: **11/22/2021**

Signature: 

Printed Name: **Patrick Duan**

Company Name: **BYD Motors LLC**

Title: **Senior Vice President of Operations**



## Form 20: Disadvantaged Business Enterprise (DBE)

### 49 CFR Part 26

#### Background and Applicability

The newest version on the Department of Transportation's Disadvantaged Business Enterprise (DBE) program became effective July 16, 2003. The rule provides guidance to grantees on the use of overall and contract goals, requirement to include DBE provisions in subcontracts, evaluating DBE participation where specific contract goals have been set, reporting requirements, and replacement of DBE subcontractors. Additionally, the DBE program dictates payment terms and conditions (including limitations on retainage) applicable to all subcontractors regardless of whether they are DBE firms or not.

The DBE program applies to all DOT-assisted contracting activities. A formal clause such as that below must be included in all contracts above the micro-purchase level. The requirements of clause subsection b flow down to subcontracts.

A substantial change to the payment provisions in this newest version of Part 26 concerns retainage (see section 26.29). Grantee choices concerning retainage should be reflected in the language choices in clause subsection d.

The following clause language incorporates the payment terms and conditions applicable to all subcontractors based in Part 26 as well as those related only to DBE subcontractors. The suggested language allows for the options available to grantees concerning retainage, specific contract goals, and evaluation of DBE subcontracting participation when specific contract goals have been established.

#### Disadvantaged Business Enterprises

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *and Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is \_\_ %. A separate contract goal **[of \_\_ % DBE participation has] [has not]** been established for this procurement.
- b. 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%. The agency's overall goal for DBE participation is 15%. The contractor will take active and aggressive efforts to assist the Department in meeting or exceeding its overall DBE participation. The directory of current DBE firms certified in the State of Georgia can be found at: <http://www.dot.ga.gov/PartnerSmart/Business/Pages/DBE.aspx>
- c.



## Form 20: (Page 2) Disadvantaged Business Enterprise (DBE)

- d. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- e. ***{If a separate contract goal has been established, use the following}*** Bidders/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 **[concurrent with and accompanying sealed bid] [concurrent with and accompanying an initial proposal] [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 contractor's commitment; and
  6. If the contract goal is not met, evidence of good faith efforts to do so.

**[Bidders][Offerors]** must present the information required above **[as a matter of responsiveness] [with initial proposals] [prior to contract award]** (see 49 CFR 26.53(3)).

***{If no separate contract goal has been established, use the following}*** The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

- f. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the **Authorized Users of the State of Georgia**. In addition, **[the contractor may not hold retainage from its subcontractors.] [is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.] [is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the**




## Form 20: (Page 3) Disadvantaged Business Enterprise (DBE)

- g. **subcontractor's work by the {insert agency name} and contractor's receipt of the partial retainage payment related to the subcontractor's work.]**
- h. The contractor must promptly notify State of Georgia whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of State of Georgia.

Contractor agrees to comply with the requirements and procedures set forth in 49 CFR Part 26 Concerning Disadvantaged Business Enterprise (DBE).

Date: 11/22/2021

Signature: 

Printed Name: Patrick Duan

Company Name: BYD Motors LLC

Title: Senior Vice President of Operations



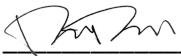
## Form 21: Incorporation of Federal Transit Administration (FTA) Terms

### FTA Circular 4220.1F

**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 Contractor shall not perform any act, fail to perform any act, or refuse to comply with any State of Georgia or its Authorized Users requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

Contractor agrees to comply with the requirements and procedures set forth in 49 CFR Part 26 concerning Disadvantaged Business Enterprise (DBE).

Date: 11/22/2021

Signature: 

Printed Name: Patrick Duan

Company Name: BYD Motors LLC

Title: Senior Vice President of Operations





## Form 22: Protests

### FTA Circular 4220.1F

#### 1. Protests.

- a. The Recipient's Role and Responsibilities. The Common Grant Rules charges the recipient with the initial responsibility to resolve protests of third party contract awards.

(1) Protest Procedures. Apart from other methods the recipient may have to resolve third party contract issues, such as mediation or arbitration, the Common Grant Rule for governmental recipients requires the recipient to have protest procedures. While the Common Grant Rule for non-governmental recipients does not impose a similar requirement on a non-governmental recipient, FTA expects each recipient to have appropriate written protest procedures, as part of its requirement to maintain or acquire adequate technical capacity to implement the project.

(2) Responsibilities to FTA. The recipient's minimum responsibilities to FTA consist of the following:

- (a) Notify FTA Expeditiously. The Common Grant Rule for governmental recipients requires a governmental recipient to notify FTA when it receives a third party contract protest to which this circular applies, and to keep FTA informed about the status of the protest. A non-governmental recipient involved in a protest is similarly expected to notify FTA when it receives a third party contract protest to which the circular applies, and to similarly keep FTA informed about the status of the protest. The recipient is expected to provide the following information:

1 Subjects. A list of protests involving third party contracts and potential third party contracts that:

- a Have a value exceeding \$100,000, or
- b Involve a controversial matter, irrespective of amount, or
- c Involve a highly publicized matter, irrespective of amount.

2 Details. The following information about each protest:

- a A brief description of the protest,
- b The basis of disagreement, and
- c If open, how far the protest has proceeded, or
- d If resolved, the agreement or decision reached, and



## Form 22: (Page 2) Protests

e Whether an appeal has been taken or is likely to be taken.

3 When and Where. The recipient should provide this information:

a In its next quarterly Milestone Progress Report, and

b At its next Project Management Oversight review, if any.

Small recipients may report less frequently if no protests are outstanding.

4 FTA Officials to Notify. When a recipient denies a bid protest, and especially if an appeal to FTA is likely to occur, FTA expects the recipient to inform the FTA Regional Administrator for the region administering a regional project, or the FTA Associate Administrator for the program office administering a headquarters project directly. FTA also encourages the recipient to keep its FTA project manager informed about protests with which it is involved. In particular, the recipient should contact its project manager about any unusual activity.

(b) Access to Information. FTA expects the recipient to disclose information about any third party procurement protest to FTA upon request. FTA reserves the right to require the recipient to provide copies of a particular protest or all protests, and any or all related supporting documents as FTA may determine necessary.

b. FTA's Role and Responsibilities. FTA has developed an appeals process for reviewing protests of a recipient's procurement decisions.

(1) Requirements for the Protester. The protester must:

(a) Qualify as an "Interested Party." Only an "interested party" qualifies for FTA review of its appeal. An "interested party" is a party that is an actual or prospective bidder or offeror whose direct economic interest would be affected by the award or failure to award the third party contract at issue.

1 Subcontractors. A subcontractor does not qualify as an "interested party" because it does not have a direct economic interest in the results of the procurement.

2 Consortia/Joint Ventures/Partnerships/Teams. An established consortium, joint venture, partnership, or team that is an actual bidder or offeror and is acting in its entirety, would qualify as an "interested party" because it has a direct economic interest in the results of the procurement. An individual member of a consortium, joint venture, partnership, or team, acting solely in its individual



## Form 22: (Page 3) Protests

capacity, does not qualify as an “interested party” because it does not have a direct economic interest in the results of the procurement.

3. Associations or Organizations. An association or organization that does not perform contracts does not qualify as an “interested party,” because it does not have a direct economic interest in the results of the procurement.

- (b) Exhaust Administrative Remedies. The protester must exhaust its administrative remedies by pursuing the recipient’s protest procedures to completion before appealing the recipient’s decision to FTA.
  - (c) Appeal Within Five Days. The protester must deliver its appeal to the FTA Regional Administrator for the region administering its project or the FTA Associate Administrator for the program office administering its project within five (5) working days of the date when the protester has received actual or constructive notice of the recipient’s final decision. Likewise, the protester must provide its appeal to the FTA Regional Administrator for the region administering its project or the FTA Associate Administrator for the program office administering its project within five (5) working days of the date when the protester has identified other grounds for appeal to FTA. For example, other grounds for appeal include the recipient’s failure to have or failure to comply with its protest procedures or failure to review the protest.
- (2) Extent of FTA Review. As provided in the Common Grant Rule for governmental recipients, FTA will limit its review of third party contract protests as follows:
- (a) The Recipient’s Procedural Failures. FTA will consider a protest if the recipient:
    - 1 Does not have protest procedures, or
    - 2 Has not complied with its protest procedures, or
    - 3 Has not reviewed the protest when presented an opportunity to do so.
  - (b) Violations of Federal Law or Regulations. FTA will not consider every appeal filed by a protestor of an FTA recipient’s protest decision merely because a Federal law or regulation may be involved. Instead, FTA will exercise discretionary jurisdiction over those appeals involving issues important to FTA’s overall public transportation program. FTA will refer violations of Federal law for which it does not have primary jurisdiction to the Federal authority having proper jurisdiction.
  - (c) Violations of State or Local Law or Regulations. FTA will refer violations of State or local law to the State or local authority having proper jurisdiction.

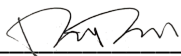


## Form 22: (Page 4) Protests

- (3) FTA Determinations to Decline Protest Reviews. FTA's determination to decline jurisdiction over a protest does not mean that FTA approves of or agrees with the recipient's decision or that FTA has determined the contract is eligible for Federal participation. FTA's determination means only that FTA does not consider the issues presented to be sufficiently important to FTA's overall program that FTA considers a review to be required.

Contractor agrees to comply with the Federal and State protest procedures

Date: 11/22/2021

Signature: 

Printed Name: Patrick Duan

Company Name: BYD Motors LLC

Title: Senior Vice President of Operations




## Form 23 - Compliance with Federal Transit Administration (FTA) and Other Federal Requirements and Clauses

Contractor (bidder) is responsible for ensuring its compliance with all applicable Federal Transit Administration (FTA) requirements. Additionally, Contractor is responsible for ensuring that subcontractors, at as many tiers of the Project as required, perform in accordance with the terms, conditions and specifications of the contract, including all applicable FTA requirements.

Upon request of Authority or FTA, Contractor shall provide evidence of the steps it has taken to ensure its compliance with the FTA requirements, as well as evidence of the steps it has taken to ensure subcontractor performance, and/or submit evidence of subcontractor's compliance, at all tiers.

Date: 11/22/2021

Signature: 

Printed Name: Patrick Duan

Company Name: BYD Motors LLC

Title: Senior Vice President of Operations



## Form 24 Americans with Disabilities Act (ADA)

**Not applicable**

The Contractor agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC § 12101 et seq.; section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794; 49 USC § 5301(d); and any implementing requirements FTA may issue. These regulations provide that no handicapped individual, solely by reason of his or her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity included in or resulting from this Agreement.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Title: \_\_\_\_\_




## Form 25 Prompt Payment and Return of Retainage

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 15 calendar days from the receipt of each payment the prime contractor receives from Authority. The prime contractor agrees further to return retainage payments (if any) to each subcontractor within 30 calendar days after the subcontractor(s)' work is satisfactory completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of Authority. This clause applies to both DBE and non-DBE subcontractors.

It is the responsibility of the subcontractors to notify State Contract Manager, Billy Gilbert via email at [billy.gilbert@doas.ga.gov](mailto:billy.gilbert@doas.ga.gov) -of prime contractor noncompliance with the above prompt payment provisions. Upon receipt of such notification, the State will investigate and take appropriate action.

By affix of signature, Contractor hereby agrees to abide by the above-listed requirements and agrees to supply appropriate documentation:

Date: 11/22/2021

Signature: 

Printed Name: Patrick Duan

Company Name: BYD Motors LLC

Title: Senior Vice President of Operations




## Form 26. Contract Work Hours and Safety Standards

29 CFR 5.5 § 5.5 Contract provisions and related matters.

**Applicable to: Operations/Management, Rolling Stock, and Constructions contracts > \$100,000.00.**

Contractor (bidder) is responsible for ensuring its compliance with 29 CFR 5.5 requirements.

Date: **11/22/2021**

Signature: 

Printed Name: **Patrick Duan**

Company Name: **BYD Motors LLC**

Title: **Senior Vice President of Operations**





## Form 27 Transit Vehicle Manufacturer Certification

Pursuant to the provisions of Section 105(f) of the Surface Transportation Assistance Act of 1982, each bidder for this contract must certify that it has complied with the requirements of 40 CFR Part 26.49, regarding the participation of Disadvantaged Business Enterprises (DBEs) in FTA-assisted procurements of transit vehicles. Absent this certification, properly completed and signed, a bid shall be deemed non-responsive.

Certification: I hereby certify, for the bidder named below, that it has complied with the provisions of 49 CFR Part 26.49 and that I am duly authorized by said bidder to make this certification.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Not applicable as we are submitting a non-FTA compliant item. The item that is being requested to be added is a Heliox Flex 180kW Vehicle Charger**

**ATTACHMENT Q – CERTIFICATION OF FTA COMPLIANCE**



Ver 2 Attachment Q, 2017 Georgia Supplemental Public Mass Transit & Transportation Vehicles and Related Equipment and Accessories

## Certification of Technical Specification Compliance

I certify that the bid submitted by **BYD Motors, LLC** (Company Name) for the 2016 Georgia Public Mass Transit & Transportation Vehicles and Related Equipment and Accessories, eRFP (Event) Number 99999-SPD-SPD0000138, complies with the Technical Specification or that deviations have been submitted that are "brand name, equal or equivalent" in performance for the vehicle being offered. Additionally, "In all cases of submitted deviations, manufacturers and/or dealers certify that their submitted deviations meet or exceed the current Federal Transit Administration (FTA) requirements for transit vehicles."

**Not Applicable as we are submitting a non-vehicle equipment.**

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Signature

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Printed Name

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Date



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