



OILS AND LUBRICANTS

RFP #17-16

Purchasing Agent

Christy Howard (205) 521-0122

Proposal packages are available at: www.maxtransit.org

Issued: July 11, 2017

<p>Pre-Bid Conference:</p> <p>None</p>	<p>Deadline for Questions: July 17, 2017 - 10:00 a.m. CST Questions by EMAIL ONLY</p> <p>Bids Due: July 24, 2017 @ 10:00 a.m. (Central)</p> <p>Bids delivered to the BJCTA Post Office Box, faxed, emailed, or received after 10:00 a.m., will be considered non-responsive and will be rejected.</p>	<p>Please send bids by air courier, messenger service, hand-delivery or US Postal Service to:</p> <p>BJCTA Attn: Christy Howard, Purchasing Agent 2121 Rev. Abraham Woods Jr. Blvd Suite 500 Birmingham, AL 35203</p>
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***** PLEASE RETURN THE CONFIRMATION OF RECEIPT AS SOON AS POSSIBLE. *****

Bidders must return the **Confirmation of Receipt** to receive addendums and to properly document questions/answers pertaining to this RFP. You are allowed to send the completed Confirmation of Receipt by emailed to choward@bjcta.org Attention: Christy Howard, RFP #17-16

All Proposals are evaluated by a selection committee chosen by BJCTA staff. As part of the selection process, BJCTA strongly recommends that all contractors utilize minority and female-owned businesses. This recommendation is a part of the Federal Transit Administration's (FTA) Disadvantaged Business Enterprise (DBE) procurement requirements. Also note that Request for Proposals (RFP) are not based on price alone.

COMPANY NAME: _____ PHONE #: _____

ADDRESS: _____ FAX #: _____

CITY/STATE/ZIP CODE: _____ E-MAIL: _____

CONFIRMATION OF RECEIPT

Please complete this form and return it to the BJCTA Procurement Department as soon as possible. Please email this form to: choward@bjcta.org or mail to P.O. Box 10212, Birmingham, AL 35202 **ATTN: CHRISTY HOWARD, RFP #17-16**

This form is to verify that the Request for Proposal (RFP) issued by Birmingham Jefferson County Transit Authority (BJCTA) has been received. This form has been devised to ensure that each Proposers has received a Request for Proposal and is given the opportunity to respond. **If an addendum is issued, the contract information provided on this form will also be used to distribute the information.**

BID FOR: OILS AND LUBRICANTS

COMPANY NAME: _____ PHONE #: _____

ADDRESS: _____ FAX #: _____

CITY/STATE/ZIPE CODE: _____ E-MAIL: _____

Disadvantaged Business Enterprise (DBEs) Vendor? YES or NO (Please circle one)

(CIRCLE: YES OR NO)

All copies are clear and free from obstruction? YES or NO

Request for Proposal (Cover Sheet) was attached to the Bid Form? YES or NO

Will you be submitting a proposal for this product/service? YES or NO
(IF NO PLEASE PROVIDE REASON IN THE COMMENTS SECTION)

COMMENTS:

CERTIFIED BY: _____ DATE: _____
(BIDDER)

PRINTED NAME: _____

INSTRUCTIONS TO PROPOSERS

Notice is hereby given the Birmingham-Jefferson County Transit Authority (BJCTA), doing business as "MAX" is soliciting experienced and qualified Proposers to provide the goods or services specified in this document. This Request for Proposal ("RFP") outlines the services sought and the required documents for submission.

Questions or requests for clarifications or approved equals and all communications with BJCTA personnel concerning this RFP must be received by the BJCTA, using **Attachment B**, no later than **JULY 17, 2017 @10:00 a.m.**, central standard time zone on the date specified on the cover page of this document. Responses and addendum(s) will be made available at www.maxtransit.org no later than 10:00 a.m. on the following business day central time zone on the date specified on the cover page of this document. Any changes will be valid only if included in an addendum, in writing, posted or delivered in the same manner as the RFP. Proposers shall acknowledge receipt of all addenda in writing by completing **Attachment C**. Failure to acknowledge receipt of an addenda(s) and to complete all requirements below shall be considered non-responsive and rejected by BJCTA.

Send one original and two copies to:

ATTN: PROCUREMENT DEPT.
Birmingham-Jefferson County Transit Authority (MAX)
2121 Rev. Abraham Woods Jr. Blvd. – Suite 500
Birmingham, AL 35203

The lower left corner of the address label should include:

RFP # 17-16 – OILS AND LUBRICANTS
BID DUE AND OPENED: JULY 24, 2017 @ 10:00 a.m. CST

Proposals must be received by U.S. Postal Service, or some other shipping service, or hand-delivered with BJCTA stamped and received before opening date and time. Any proposals received after the deadline shall be considered non-responsive and rejected, and BJCTA reserves the right to reject any or all proposals and to waive any irregularities or informalities in any proposal or in the proposal procedure. Conditional proposals and any proposals taking exception to any provision in this RFP will be considered non-responsive. Proposals may be withdrawn by written request to the BJCTA prior to the opening. No Proposers may withdraw a proposals for a period of 120 days after the scheduled time for the opening.

If award, this RFP may also serve as the contractual agreement between the successful proposers and BJCTA, and does not commit the BJCTA to award a Contract or to pay any cost incurred in preparation of a proposal. The BJCTA reserves the right to cancel the RFP or to issue a subsequent RFP.

The BJCTA will initially review the proposals for responsiveness and responsibility-related criteria as set forth in the RFP. Those proposals that meet the responsiveness and experience requirement will then be scored according to the following criteria:

1. Quality and Responsiveness;
2. Cost Proposal Amount;
3. Experience and Qualifications
4. References / DBE Participation & Intent

The BJCTA will enter into negotiations to contract with the highest-ranked proposer. Should the terms offered not be desirable to the BJCTA, negotiations with successive highly-ranked proposers will follow until a Contract is finalized.

Protest

FOR COMPLETE PROTEST PROCEDURES:

<https://maxtransit.org/protest-of-procurement/>

1.1 **Equipment.** The Proposers shall at its own expense furnish all labor, supplies, equipment and machinery necessary to fulfill the Scope of Services.

1.2 **Personnel.** The Proposers shall represent that it has, or will secure at its own expense, all personnel required in performing this Prop. Such personnel shall not be employees of or have any contractual relationship with the BJCTA. All the services required hereunder will be performed by or on behalf of the Proposer. All personnel engaged in performing this Bid shall be fully qualified and shall be authorized, if applicable, under state and local law to perform such services. All personnel should be hired in compliance with Alabama's law on illegal immigration, Alabama Act 2011-535, as amended.

1.3 **Tax Exempt**

The Proposer recognizes that the BJCTA is exempt from the payment of Federal, State and local taxes, and that such taxes are included in the proposal price. The BJCTA will furnish a Proposer with the necessary tax-exempt certificates.

1.4 **Bid Familiarity**

The submission of a proposer shall constitute an acknowledgement that the Proposer has thoroughly examined and is familiar with the RFP in every detail, agrees with all the conditions.

1.5 **Inspection**

All supplies, equipment, and machinery furnished in performance of the Scope of Services shall be subject to inspection at any time by the BJCTA.

1.6 **Indemnification**

The Proposer shall expressly agree and covenant that it will defend, hold and save harmless, and indemnify the officers, directors, servants, agents, and employees of the BJCTA from liability of any nature or kind in connection with the work to be performed under the Contract, whether arising out of any act or omission of the Proposer or any employee, agent, or independent contractor of the Contractor.

1.7 **Insurance**

The Proposer shall maintain insurance during the performance of the Contract from one or more insurance companies licensed in the State of Alabama to provide the following forms of insurance, said insurance companies to be reasonably satisfactory to the BJCTA. Upon the execution of a Contract, the Proposer shall furnish the BJCTA with certificates of insurance showing that the BJCTA has been listed as an additional insured. All insurance is to remain in full force and effect until all work under the Contract has been satisfactorily completed and accepted by the BJCTA.

- a. Workers' Compensation
 - Employers' Liability \$500,000
 - All States Endorsement
 - Statutory
 - Voluntary Compensation Statutory
- b. Public Liability and Property Damage
 - 1. \$100,000 for bodily injuries to or death of one person in any one occurrence.
 - 2. \$500,000 for bodily injuries to or death of two or more persons in any one occurrence.
 - 3. \$100,000 for damage to or destruction of property in any one occurrence.
- c. Errors and Omissions Insurance

1.8 Documentation of Project Costs

All costs charged to the project, including any approved services contributed by the BJCTA or others shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges.

1.9 Audit and Inspection

The Prosper shall permit the Secretary of Transportation and the Comptroller General of the United States, or any of their duly authorized representatives, to inspect all work, materials, payrolls, and other data and records with regard to the Contract, and to audit the books, records, and accounts pertaining to such Contract.

1.10 Immigration

The Proposer agrees to comply with Alabama Act 2011-535, as amended, the Beason-Hammon Alabama Taxpayer and Citizen Protection Act.

SCOPE OF SERVICES

Delivery schedules and procedures must be in accordance with current safety, environmental, inventory control and quality integrity procedures and laws now in effect. Proposers are to be prepared to accept delivery schedules as directed by the Authority on a seven (7) day/week, 24 hour/day basis. Failure to meet schedules may be used as the basis for cancellation of contract. Proposers must also certify that a sufficient quantity of product is available to meet demand requirements.

The supplier certifies that the price to be charged for the product supplied under the provisions of this proposal shall not exceed the allowable price under the Economic Stabilization Act of 1970 and the regulations issued thereunder, if applicable, and further certifies that the price charged therein shall not exceed the price charged any other customer to whom this product is supplied on the date(s) of delivery regardless of the country of origin of said product or raw materials from which such product is delivered.

1.11 **Scope of Services**

The BJCTA has one hundred twenty-four (124) revenue vehicles, which includes ten (4) Trolleys, thirty (33) Paratransit Vans, eight (8) passenger vans, and seventy-nine (79) Fixed Route Buses. The chart below details the type of oil, its application, and usage from the past twelve (12) months. This contract will be for five (5) years.

Type of Oil	Application	Twelve Month Usage
CNG 15w40 Motor Oil	Cummins CNG Engines Series 50 Detroit CNG Engines Ford CNG Engines	17,425 Gallons
15w40 Engine Oil	Cummins Engines	8,500 Gallons
5w20 Engine Oil	Ford (Gasoline) Engines	3,000 Quarts
Transmission Oil	B400 Allison Transmissions B300 Allison Transmissions	10,417 Gallons
Transmission Oil	Ford Transmissions	Undetermined
Gear Oil 80w140	Differentials	2,500 Gallons
Hydraulic Oil	In-ground Lifts Hydraulic System	1,122 Gallons
ELC Antifreeze 50/50 (Red)	Cummins Engines (CNG) Cummins Engines (Diesel) Detroit Series 50 (CNG)	15,500 Gallons
Antifreeze 50/50 (Green)	Cummins Engines (CNG) Cummins Engines (Diesel) Detroit Series 50 CNG	Undetermined

Terms of Payment: Net 30 days after installation/delivery and acceptance.

Delivery Requirements/Restrictions: Delivery shall be made only upon authorization by the BJCTA Director of Maintenance and within 24 hours of the order. Product will be delivered FOB Destination. Delivery of product shall be made by metered truck, be accompanied with a manifest from source rack and a printed meter slip, which clearly indicates the quantity delivered and that container is free from residues or contaminates from previous loads. Prompt delivery is required and guaranteed delivery time will be considered in making award.

Delivery Location: 3105 Rev. Abraham Woods Jr. Blvd, Birmingham, AL 35203

Spillage: All spillages must be corrected on an immediate basis to the satisfaction of the ordering agency. All associated cost including materials and labor shall be borne by the vendor. Damage resulting from a spillage shall be the responsibility of the vendor. In the event of a spill, the vendor shall immediately notify the Alabama Department of Environmental Management and the BJCTA Director of Maintenance.

Product substitution: All items delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the bid unless specific approval is given by the BJCTA Director of Maintenance. Substitutions will require the submission of written specifications and product evaluation prior to any approvals being granted.

No advantage shall be taken by the proposer in the omission of any part or detail which goes to make the execution complete even though such part or detail is not listed in the Scope of Services.

RESPONSIVENES/EXPERIENCE REQUIREMENTS

1. Bidder must have a minimum of five (5) years' experience.
2. Comprehensive technical familiarity with the core tasks.
3. Please provide at least three (3) references familiar with your company's past work.

**ATTACHMENT A
 BID PRICE FORM**

TO: Birmingham-Jefferson County Transit Authority

The bidder listed below hereby submits its offer in accordance with the terms of the Request for Proposal Number 17-16 (the "RFP").

The offer is made in accordance with the Scope of Services and subject to the approved equals as described in the documents identified herein. The proposer has carefully examined the RFP and has informed itself thoroughly regarding any and all conditions and requirements of the RFP. Any additional information that is requested in the RFP is attached hereto.

Oil specifications must meet the 2017-2018 guidelines.

Time of Performance: Contract will be for (3) years with (2) two, (1) year renewal options with a possible total of (5) five years.

OIL TYPE	Price YEAR 1 PER GALLON	Price YEAR 2 PER GALLON	Price YEAR 3 PER GALLON	Price Option YR 1 PER GALLON	Price Option YR 2 PER GALLON
CNG 15w40 MOTOR OIL	\$	\$	\$	\$	\$
15w40 ENGINE OIL	\$	\$	\$	\$	\$
5w20 ENGINE OIL	\$	\$	\$	\$	\$
TRANSMISSION OIL – ALLISON – B400/B300	\$	\$	\$	\$	\$
TRANSMISSION - FORD	\$	\$	\$	\$	\$
GEAR OIL 80w140	\$	\$	\$	\$	\$
HYDRAULIC OIL	\$	\$	\$	\$	\$
ELC ANITFREEZE 50/50 (RED)	\$	\$	\$	\$	\$
ANTIFREEZE 50/50 (GREEN)	\$	\$	\$	\$	\$

Attachment "A" – Cont.

Company

Authorized Signature

Street Address

Typed Name of Signer

City / State / ZIP

Title of Signer

Phone

Date

Company Employer Identification Number

FEDERAL CLAUSES

The following terms and provisions as stated in FTA Circular 4220.1F apply to all solicitations except micro-purchases (\$2,000 or less).

- 1.12 **Fly America.** This provision shall apply to the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the FTA will participate in the costs of such air transportation. 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.
- 1.13 **Energy Conservation.** The successful 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.
- 1.14 **Federal Changes.** This provision shall apply to all contracts. 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.
- 1.15 **Recycled Products.** This provision shall apply to all contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the fiscal year, or has procured \$10,000 or more of such items in the previous fiscal year, using Federal funds. 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.
- 1.16 **Government Obligations to Third Parties.** This provision shall apply to all contracts. The BJCTA 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 BJCTA, Contractor, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in

part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

1.17 Program Fraud and False or Fraudulent Statements. This provision shall apply to all contracts. (1) 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. (2) 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. (3) 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.

1.18 Termination for Convenience. Termination

a. Termination for Convenience (General Provision) the recipient may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the recipient's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient. If contractor is in possession of any of the recipient's property, contractor shall account for same, and dispose of it as the recipient directs.

b. Termination for Default [Breach or Cause] (General Provision) If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the recipient that contractor 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 contractor, the recipient, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) the recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period

of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient shall have the right to terminate the Contract without any further obligation to contractor. Any such termination for default shall not in any way operate to preclude the recipient from also pursuing all available remedies against contractor and its sureties for said breach or default.

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

e. Termination for Default (Supplies and Service) If contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall 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 contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

f. Termination for Convenience or Default (Cost-Type Contracts) the recipient may terminate this contract, or any portion of it, by serving a notice of termination on contractor. The notice shall state whether termination is for convenience of the recipient or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the recipient, or property supplied to contractor by the recipient. If termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the recipient's convenience, contractor 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, the recipient determines that contractor 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 contractor, the recipient, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience. Government Wide Debarment and Suspension (Non Procurement) The Recipient agrees to the following: (1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following: (a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations.

1.19 **Suspension and Debarment**

Suspension and Debarment,” 2 C.F.R. part 1200, 2 U.S. OMB, “Guidelines to Agencies on Government wide Debarment and Suspension (No procurement),” 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, “Debarment and Suspension,” 31 U.S.C. § 6101 note, (b) It will review the U.S. GSA “System for Award Management,” <https://www.sam.gov>, if required by U.S. DOT regulations, 2 C.F.R. part 1200, and (c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant: 1 Will comply with Federal debarment and suspension requirements, and 2 Reviews the “System for Award Management” at <https://www.sam.gov> if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and (2) If the Recipient suspends, debars, or takes any similar action against a Third Party Participant or individual, the Recipient will provide immediate written notice to the: (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project, (b) FTA Project Manager if the Project is administered by an FTA Headquarters Office, or (c) FTA Chief Counsel, Contracts Involving Federal Privacy Act Requirements When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) 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.

(2) 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

Instructions for Certification: By signing and submitting this Proposal or proposal, the prospective lower tier participant is providing the signed certification set out below:

It will comply and facilitate compliance with U.S. DOT regulations, “No procurement Suspension and Debarment,” 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Government wide Debarment and Suspension (No procurement),” 2 CFR part 180.

To the best of its knowledge and belief, that it’s Principals and Sub recipients at the first tier are eligible to participate in covered transactions of any Federal department or agency and are not presently:

- (1) Debarred,
- (2) Suspended,

- (3) Proposed for debarment,
- (4) Declared ineligible,
- (5) Voluntarily excluded, or
- (6) Disqualified,

Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:

Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction, violation of any Federal or State antitrust statute, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property.

It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection of this Certification, it has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification.

If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,

Suspension and Debarment Certification

Company _____

Print Name and Title of Authorized Official

Signature of Authorized Official _____

Date ___/___/___

1.20 **Access to Records and Reports**

Where the purchaser is not a State but a local government and is an FTA recipient or a sub grantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.

2. Where the purchaser is a State or a FTA recipient or a sub grantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a) 1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a 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 an FTA recipient or a sub grantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where a purchaser which is an FTA recipient or a sub grantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a) 1) through other than competitive Bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

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

6. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) 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 contractor agrees to maintain same the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11).

1.21 **Lobbying**

U.S.C CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, _____, (Name and title of official) hereby certify

On behalf of _____ (Company)
that:

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 any agency, a Member of Congress, and 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.

If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the 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.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, 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 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.

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Name of Bidder/Company Name _____

Type or print name _____

Signature of authorized representative _____ Date __/__/__

Signature of notary and SEAL _____

1.22 **Conformance with ITS National Architecture**

Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 and as amended by MAP-21 23 U.S.C. § 517(d), note and follow the provisions of FTA Notice, “FTA National Architecture Policy on Transit Projects,” 66 Fed. Reg.1455 etseq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

1.23 **Civil Rights Requirements**

The Recipient understands and agrees that it must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Recipient or Program, including an Indian Tribe or the Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with that civil rights statute, including compliance with equity in service:

Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that each Third Party Participant will, comply with Federal transit law, 49 U.S.C. § 5332 (FTA’s “Nondiscrimination” statute): (1) FTA’s “Nondiscrimination” statute prohibits discrimination on the basis of: (a) Race, (b) Color, (c) Religion, (d) National origin, (e) Sex, (f) Disability, or (g) Age, and (2) The FTA “Nondiscrimination” statute’s prohibition against discrimination includes: (a) Exclusion from participation, (b) Denial of program benefits, or (c) Discrimination, including discrimination in employment or business opportunity, (3) Except as FTA determines otherwise in writing: (a) General.

Follow: 1 The most recent edition of FTA Circular 4702.1, “Title VI Requirements and Guidelines for Federal Transit Administration Recipients,” to the extent consistent with applicable Federal laws, regulations, and guidance, and 2 Other applicable Federal guidance that may be issued, but (b) Exception for the Tribal Transit Program. FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its projects funded under the Tribal Transit Program,

Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant will: (1) Prohibit discrimination based on: (a) Race, (b) Color, or (c) National origin, (2) Comply with: (a)

Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., (b) U.S. DOT regulations,

“Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964,” 49 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in the preceding section a, and (3) Except as FTA determines otherwise in writing, follow: (a) The most recent edition of FTA Circular 4702.1, “Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients,” to the extent consistent with applicable Federal laws, regulations, and guidance. (b) U.S. DOJ, “Guidelines for the enforcement of Title VI, Civil Rights Act of 1964,” 28 C.F.R. § 50.3, and (c) Other applicable Federal guidance that may be issued,

Equal Employment Opportunity. (1) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and: (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., (b) Facilitate compliance

with Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note, (c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, and (d) Comply with other applicable EEO laws and regulations, as provided in Federal guidance, including laws and regulations prohibiting discrimination on the basis of disability, except as the Federal Government determines otherwise in writing, (2) General. The Recipient agrees to: (a) Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their: 1 Race, 2 Color, 3 Religion, 4 Sex, 5 Disability, 6 Age, or 7 National origin, (b) Take affirmative action that includes, but is not limited to: 1 Recruitment advertising, 2 Recruitment, 3 Employment, 4 Rates of pay, 5 Other forms of compensation, 6 Selection for training, including apprenticeship, 7 Upgrading, 8 Transfers, 9 Demotions, 10 Layoffs, and 11 Terminations, but (b) Indian Tribe. Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer".

Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures the compliance of each Third Party Participant, with: (a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and (b) Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e.

1.24 **Access Requirements for Persons with Disabilities**

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

1.25 **Conformance with ITS National Architecture**

Access Requirements for Persons with Disabilities Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

1.26 **Disadvantage Business Enterprise**

To the extent authorized by applicable Federal law, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Project as follows: 1) Requirements. The Recipient agrees to comply with: (a) Section 1101(b) of MAP-21, 23

U.S.C. § 101 note, (b) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. part 26, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, (2) Assurance. As required by 49 C.F.R. § 26.13(a), (b) DBE Program Requirements. Recipients receiving planning, capital and/or operating assistance that will award prime third party contracts exceeding \$250,000 in a Federal fiscal year must: 1 Have a DBE program meeting the requirements of 49 C.F.R. part 26, 2 implement a DBE program approved by FTA, and 3 establish an annual DBE participation goal, (c) Special Requirements for a Transit Vehicle Manufacturer. The Recipient understands and agrees that each transit vehicle manufacturer, as a condition of being authorized to Proposal or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26, (d) the Recipient provides assurance that: The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. part 26. The Recipient shall take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The Recipient's DBE program, as required by 49 C.F.R. part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq., (2) Exception for the Tribal Transit Program. FTA exempts Indian tribes from the Disadvantaged Business Enterprise regulations at 49 C.F.R. part 26 under MAP-21 and previous legislation.

Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of sex, including: (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25, and (3) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

Nondiscrimination on the Basis of Age. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of age, including: (1) The Age Discrimination in Employment Act (ADEA), 29 U.S.C. §§ 621 – 634, which prohibits discrimination on the basis of age, (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, which implements the ADEA, (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., which prohibits discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal funds, (4) U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, which implements the Age Discrimination Act of 1975, and (5) Federal transit law, specifically 49 U.S.C. § 5332, as stated in Section A

Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities: (1) Federal laws, including: (a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities, (b) The Americans with

Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities, 1 General. Titles I, II, and III of the ADA apply to FTA Recipients, but 2 Indian Tribes. While Titles II and III of the ADA apply to Indian Tribes, Title I of the ADA exempts Indian Tribes from the definition of “employer,” (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities, (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and (e) Other applicable laws and amendments pertaining to access for elderly individuals or individuals with disabilities, (2) Federal regulations, including: (a) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. part 37, (b) U.S. DOT regulations, “Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. part 27, (c) U.S. DOT regulations, “Transportation for Individuals with Disabilities: Passenger Vessels,” 49 C.F.R. part 39, (d) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. part 1192 and 49 C.F.R. part 38, (e) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. part 35, (f) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. part 36, (g) U.S. EEOC, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. part 1630, (h) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities,” 47 C.F.R. part 64, Subpart F, (i) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. part 1194, and (j) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. part 609, and (3) Other applicable Federal civil rights and nondiscrimination guidance.

Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of: (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq., (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 et seq., and (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2.

Access to Services for People with Limited English Proficiency. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote accessibility of public transportation services to people whose understanding of English is limited by following: 1) Executive Order No. 13166, “Improving Access to Services for Persons with Limited English Proficiency,” August 11, 2000, 42 U.S.C. § 2000d-1 note, and (2) U.S. DOT Notice, “DOT Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficiency (LEP) Persons,” 70 Fed. Reg. 74087, December 14, 2005.

Other Nondiscrimination Laws. Except as the Federal Government determines otherwise in writing, the Recipient agrees to: (1) Comply with other applicable Federal nondiscrimination laws and regulations, and (2) Follow Federal guidance prohibiting discrimination.

Remedies. Remedies for failure to comply with applicable Federal Civil Rights laws and Federal regulations may be forced as provided in those Federal laws or Federal regulations.

DBE AFFIDAVIT

State of _____ }
County of _____ }

Before me, a notary public, personally appeared _____, who, being duly sworn, says as follows:

1. I serve as _____ for _____ (the "DBE").
2. The DBE has been certified as a Disadvantaged Business Enterprise by ALDOT, BAA, UCP or DOT.
3. Such certification has not been revoked and has not expired.
4. There has been no change in the minority status of the DBE.
5. Attached hereto is the DBE's most recent DBE certification letter.
6. The foregoing items are true and accurate.

Signature of Affiant

Date

I certify that the affiant is known or made known to me to be the identical party s/he claims to be. Subscribed and sworn to before me this _____ day of _____, 20__.

[SEAL]

Notary Public
My Commission expires _____, 20__.

DBE UNAVAILABLE CERTIFICATION

The undersigned Proposer submits to the Birmingham-Jefferson County Transit Authority (BJCTA) certifies that, on _____, _____, 20____, a representative contacted the following Disadvantaged Business Enterprise (“DBE”) to obtain a Proposal for the following work items.

DBE	Work Items Sought	Form of Proposal Sought (i.e., unit price, materials & labor, labor only, etc.

Said DBE was unavailable for work on this project, or unable to prepare a Proposal for the following reason:

Company

Authorized Signature

Printed Name of Signer

Title of Signer

Date

The foregoing statement is a true and correct account of why the undersigned DBE did not prepare a Proposal on this project.

Disadvantaged Business Enterprise

Authorized Signature

Printed Name of Signer

Title of Signer

Date

CONFLICT OF INTEREST STATEMENT

Proposer certifies that no BJCTA employee, or family members will receive a benefit from these payments, except as disclosed below BJCTA. Failure to disclose this information may result in the elimination of your Proposal from consideration.

Proposers shall provide a list of all entities/individual(s) with which it has relationships that create, or would appear to create, a conflict of interest with the work expressed in this RFP. The list should indicate the name of the entity/individual, the relationship to the Proposer, and a discussion of the conflict.

Prior to awarding an agreement, this RFP will be decided upon by the BJCTA Board of Directors. Also provide a description of relationships with any board member that would create, or would appear to create, a conflict of interest.

The undersigned Proposer discloses the following actual or potential, direct or indirect conflicts of interest:

Company

Authorized Signature

Printed Name of Signer

Title of Signer

Date

VENDOR REGISTRATION FORM

RFP Number: _____

RFP Description: _____

Company Name/Vendor: _____

Address: _____

City / State / ZIP: _____

Contact Person: _____

Title: _____

Office Number: _____

Fax Number: _____

Cell Number: _____

Email Address: _____

Website: _____

DUNS: _____

***Proposals WILL NOT be honored without a valid DUNS number registered with
www.SAM.gov***

Send to:

Christy Howard, Purchasing Agent
Birmingham-Jefferson County Transit Authority
2121 Rev. Abraham Woods Jr. Blvd. – Suite 500
Birmingham, Alabama 35203
Direct: (205) 521-0122
Email: choward@bjcta.org
Website: www.maxtransit.org



