



Issued: August 2, 2017

REQUEST FOR PROPOSAL RFP #17-15

Description: **EMPLOYEE BENEFITS BROKERAGE CONSULTANT**

Procurement Manager

Darryl Grayson dgrayson@bjcta
Request for Proposals are available at: www.maxtransit.org

<p>Pre-Bid Conference: None</p>	<p>Deadline for Questions: August 10, 2017 10:00 a.m. CST</p> <p>Response to Questions Posted by: August 14, 2017 10:00 a.m. CST</p> <p>Proposals are Due: August 23, 2017 , 10:00 a.m. CST Proposals delivered to the BJCTA Post Office Box or any other BJCTA location, faxed, emailed, or received after 10:00 a.m., will be considered non-responsive and will be rejected.</p>	<p>Please send sealed bids by air courier, messenger service, hand-delivery or US Postal Service to:</p> <p>BJCTA Attn: Darryl Grayson - -Procurement Manger 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. *****

Proposers 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 email to dgrayson@bjcta.org Attention: Darryl Grayson, RFP #17-15

COMPANY NAME: _____ PHONE #: _____

ADDRESS: _____ FAX #: _____

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

CONFIRMATION OF RECEIPT

Please complete this form and return it to the BJCTA Procurement Department as soon as possible. Fax the completed form to (205) 521-0154, email: choward@bjcta.org or mail to P.O. Box 10212, Birmingham, AL 35202 **ATTN: DARRYL GRAYSON, RFP #17-15**

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 Proposer 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.**

Those Proposers submitting the Confirmation of Receipt will be sent any related answers to inquiries, etc. pertaining to this Request for Proposal.

FOR: RFP 17-15 - EMPLOYEE BENEFITS BROKERAGE CONSULTANT

COMPANY NAME: _____ PHONE #: _____
ADDRESS: _____ FAX #: _____
CITY/STATE/ZIP 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: _____
(PROPOSER)

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 the RFP must be received by the BJCTA, using **Attachment B**, no later than **AUGUST 10, 2017 @10:00 a.m.** (CST) zone on the date specified on the cover page of this document. Responses and addendum(s) will be made available at www.bjcta.org no later than 10:00 a.m. 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.

PROPOSAL MUST BE SEALED UPON RECEIVING AND WILL BE OPENED BY BJCTA.

Send one original and two copies to:

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

The lower left corner of the address label should include:

RFP # 17-15 EMPLOYEE BENEFITS BROKERAGE CONSULTANT

Proposals must be received by U.S. Postal Service, or some other shipping service, or hand-delivered with BJCTA stamped and received before RFP due date and time. Any Proposal received after the deadline or delivered to any other BJCTA location shall be considered non-responsive and rejected. BJCTA reserves the right to reject any or all Proposers and to waive any irregularities or informalities in any Proposal or in the Proposal procedure. Conditional Proposals and any Proposal 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 proposal due date. No Proposer may withdraw a Proposal for a period of 120 days after the due date.

If awarded, this RFP may also serve as the contractual agreement between the successful proposer and BJCTA. However, this RFP 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.

Protest

FOR COMPLETE PROTEST PROCEDURES:

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

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

1.2 **Personnel.** The Proposer shall represent that it has, or will secure at its own expense, all personnel required in performing this Service. 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 Service 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, Beason-Hammon Alabama Taxpayer and Citizen Protection Act, 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 proposed price. The BJCTA will furnish a Proposer with the necessary tax-exempt certificates.

1.4 **Familiarity**

The submission of a Proposal shall constitute an acknowledgement that the Proposer has thoroughly examined and is familiar with the RFP in every detail, and agrees with all the conditions. Proposers are responsible for errors and omissions in their proposals. No such error or omission shall diminish the Proposer’s obligations to BJCTA.

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 Proposer shall permit the BJCTA, 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.

The Proposer shall provide reasonable assistance as is necessary to conduct such audit. If such audit reveals failure on the part of the Proposer to comply with its obligations under the Contract, or any federal or state law, the BJCTA shall notify the Proposer of such failure. Proposer agrees to take such steps as are approved by the BJCTA to correct such failures. If the Proposer fails to implement such corrective steps, the Contract shall be subject to termination for material breach.

1.10 **Immigration**

The Proposer shall not knowingly hire, employ, contract with (or continue to employ) an illegal immigrant to perform work associated with the Contract. Furthermore, the Proposer agrees not to enter into a contract with a subcontractor that knowingly employs or contracts with an illegal immigrant to perform work associated with the Contract. The Proposer agrees to comply with Alabama Act 2011-535, as amended, the Beason-Hammon Alabama Taxpayer and Citizen Protection Act.

The term "Successful Proposer" throughout the bid documents includes all Proposers to whom an award may be made.

BJCTA invites any qualified Proposer to respond to this RFP by submitting a bid for such work, service, and/or items consistent with the terms and conditions herein set forth.

SCOPE OF SERVICES

1.11 **Purpose**

The Birmingham-Jefferson County Transit Authority (BJCTA) is soliciting proposals for an Employee Benefits Brokerage & Consultant firm to provide brokerage services and shall remain in effect for three (3) calendar years with the option for BJCTA to renew up to two (2) one-year periods.

**Birmingham-Jefferson County Transit Authority
2121 Rev. Abraham Woods Jr. Blvd.
Suite 500
Birmingham, AL 35203**

1.12 **Scope of Services**

Current BJCTA Benefits

- Fully-insured Medical
- Dental
- Vision
- Basic Life Insurance (1 x pay for salaried employees)
- Supplemental Life Insurance
- Basic and Supplemental Accidental Death and Dismemberment Insurance
- Dependent Life Insurance
- Employee Assistance Program
- Flexible Spending Account
- Short-term Disability

Include Company Overview

1. Briefly describe your organization, including number of locations and employees.
2. Where is your company headquartered?
3. Please briefly describe your company ownership.
4. Provide you company's financial status and stability.
5. Please list other clients that are similar to BJCTA and how long they have been clients.
6. Provide at least 3 references with their contact information and length of service with your organization.
7. Please provide an organization chart of employees that would be working closely with us.

Brokerage and Consulting Services

1. Please provide an overview of your Brokerage and Consulting Services.
2. Please list all benefits insurance you broker (i.e. health, dental, vision, Short-term/long-term disability, life, etc.)
3. Which carriers are you associated with?
4. Please briefly outline a strategy to manage plan costs and benefits for a group our size (330 EEs).
5. What can we expect for the day-to-day servicing of our account?
6. Describe how your organization tracks objectives and activities associated with our organization.
7. Describe how your organization tracks and audits claims.
8. What type of additional services and resources do you provide (compliance, online enrollment, employee communications, etc.)? Please describe each and list any associated costs.
9. Describe your customer service structure and hours of operation.
10. Is the pricing structure of your services a flat fee or a commission-based structure? Give details to how your pricing structure is calculated.
11. Describe your staff actuarial abilities.
12. Do you have tools and resources to help with a health and wellness program? If so, please describe.

RESPONSIVENESS/EXPERIENCE REQUIREMENTS

1. Firm must have a minimum of five years' experience
2. Comprehensive technical familiarity with the core tasks.
Please provide at least three references familiar with your company's past work.
3. BJCTA will take into consideration fulfillment of good faith efforts in utilization of DBE firms for subcontracting opportunities, or evidence of firm's current certifications as a Disadvantaged Business Enterprise (See General Conditions).

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).

- 1.13 **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.
- 1.14 **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. As applicable, the successful contractor shall perform an energy assessment for any building constructed, reconstructed, or modified in compliance with FTA regulations, policies, procedures and directives.
- 1.15 **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.
- 1.16 **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. The successful contractor agrees to provide a competitive preference for products and services that conserve natural resources, protect the environment and are energy efficient, unless otherwise prohibited by law.
- 1.17 **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.

1.18 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.

1.19 Termination for Convenience. Termination

a. Termination for Convenience (General Provision). The BJCTA may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the BJCTA'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 BJCTA. If contractor is in possession of any of the BJCTA's property, contractor shall account for same, and dispose of it as directed.

b. Termination for Default (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 BJCTA 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 that the 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, then the BJCTA, 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 BJCTA, 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 BJCTA's satisfaction, the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor of written notice setting forth the nature of said breach or default, the BJCTA 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 BJCTA 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 BJCTA 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 BJCTA may terminate this contract for default. The BJCTA 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 contractual 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 convenience.

f. Termination for Convenience or Default (Cost-Type Contracts). The BJCTA 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 or for default. 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 BJCTA, or property supplied to contractor by the BJCTA. If termination is for default, the BJCTA 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 BJCTA and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for 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, it is determined that contractor had an excusable reason for its nonperformance, such as strike, fire, flood, or any other events which are not the fault of and are beyond the control of contractor, the BJCTA, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

g. Government Wide Debarment and Suspension (Non Procurement). This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is

required to verify that neither the contractor, nor its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. To the extent required by the applicable regulations, the contractor agrees to review the U.S. GSA "System for Award Management," <https://www.sam.gov> and to include a similar term or condition in each lower tier covered transaction.

1.20 **Lobbying**

Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts over \$100,000

Byrd Anti-Lobbying Amendment- Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non- Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

1.21 **Clean Water**

All Contracts and Subcontracts over \$100,000

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

1.22 **Clean Air**

1)Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the

BJCTA and understands and agrees that the BJCTA will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.

2) Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

1.23 **Breaches and Dispute Resolution** (All contracts and subcontracts over \$100,000)

THE PARTIES AGREE THAT ALL DISPUTES, CLAIMS AND CONTROVERSIES BETWEEN THEM, WHETHER INDIVIDUAL, JOINT, OR CLASS IN NATURE, ARISING FROM THIS AGREEMENT OR OTHERWISE, INCLUDING WITHOUT LIMITATION CONTRACT AND TORT DISPUTES, SHALL BE ARBITRATED PURSUANT TO THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION UPON REQUEST OF EITHER PARTY. JUDGMENT UPON ANY AWARD RENDERED BY ANY ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. NOTHING IN THIS SECTION SHALL PRECLUDE ANY PARTY FROM SEEKING EQUITABLE RELIEF FROM A COURT OF COMPETENT JURISDICTION OR EXERCISING ANY SELF-HELP REMEDIES AS PROVIDED IN THIS AGREEMENT. THE STATUTES OF LIMITATIONS, ESTOPPEL, WAIVER, LACHES, AND SIMILAR DOCTRINES WHICH WOULD OTHERWISE BE APPLICABLE IN AN ACTION BROUGHT BY A PARTY SHALL BE APPLICABLE IN ANY ARBITRATION PROCEEDING, AND THE COMMENCEMENT OF AN ARBITRATION PROCEEDING SHALL BE DEEMED THE COMMENCEMENT OF AN ACTION FOR THESE PURPOSES. THE FEDERAL ARBITRATION ACT (9 U.S.C. § 1 et seq.) SHALL APPLY TO THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT OF THIS ARBITRATION PROVISION. TO THE EXTENT THAT ANY COURT OF COMPETENT JURISDICTION DETERMINES THAT THESE ARBITRATION PROVISIONS ARE INAPPLICABLE OR UNENFORCEABLE WITH RESPECT TO ANY CLAIM OR DISPUTE, THE PARTIES HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY COURT IN ANY ACTION FOR THE ADJUDICATION OF SUCH CLAIM OR DISPUTE.

The parties agree that the FTA has a vested interest in the settlement of any violation of Federal law including the False Claims Act, 31 U.S.C. § 3729. If either party seeks to name the Federal Government as a party to litigation for any reason, in any forum, the complaining party agrees to inform the FTA in writing before doing so.

Performance During Dispute. Unless otherwise directed by the BJCTA, contractor shall continue performance under this contract while matters in dispute are being resolved. If the Parties are unable to resolve the dispute in a timely manner, such dispute will be submitted for dispute resolution in accordance with this Section 1.23. Failure to pay invoices for disputed items which the Parties in good faith are attempting to resolve shall not constitute a breach of this Contract or provide a basis for the cessation of services.

Claims for Damages. Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages

therefore shall be made in writing to such other party within ten (10) days after the first observance of such injury or damage. If the parties are unable to resolve the dispute within thirty (30) days, then said dispute shall be submitted to arbitration in accordance with this provision.

Venue. Any action at law, suit in equity, or other judicial or arbitration proceeding for the enforcement of this agreement or any provision thereof shall take place, in the State of Alabama, in Jefferson County. Contractor hereby consents to the personal jurisdiction of the state and federal courts in Jefferson County, Alabama, in any dispute arising from or relating to this agreement.

Rights and Remedies. Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the BJCTA or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

1.24 **Buy America**

Contractor agrees to comply with 49 U.S.C. §5323(j); and 49 C.F.R. Part 661, "Buy America Requirements" and any amendments thereto.

1.25 **Suspension and Debarment**

Contractor agrees to the following:

- (i) It will comply with the following 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:
 - a. It will not enter into any arrangement to participate in the development or implementation of the work contemplated under this Contract with any Third Party Participant that is debarred or suspended except as authorized by:
 - i. U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200;
 - ii. U.S. OMB, "Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, including any amendments thereto;
 - iii. Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note; and,
 - iv. Other applicable Federal laws, regulations, or guidance regarding participation with debarred or suspended entities.
 - 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 Third Party Participant to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant

- i. Will comply with Federal debarment and suspension requirements, and
 - ii. Reviews the “System for Award Management (SAM)” at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and
- d. If the Contractor suspends, debar, or takes any similar action against a Third Party Participant or individual, the Contractor will provide immediate written notice to the:
- i. BJCTA;
 - ii. FTA Regional Counsel;
 - iii. FTA Project Manager for a Project administered by an FTA Headquarters Office; or,
 - iv. FTA Chief Counsel.

1.26 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

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Instructions for Certification: By signing and submitting this bid 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 Subs 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:

- (1) 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.
- (2) 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.
- (3) 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, the undersigned receives any information that contradicts the statements made herein, it will promptly provide that information to FTA,

[SIGNATURE BLOCK ON NEXT PAGE]

SUSPENSION AND DEBARMENT CERTIFICATION

Company _____

Print Name and Title of Authorized Official

Signature of Authorized Official

Date ___/___/___

1.27 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.

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.

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.

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.

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

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).

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: Race, Color, Religion, National origin, Sex, Disability, or 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) Follow 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 other applicable Federal guidance that may be issued, but (b) the 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: Race, Color, or 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 note

Disadvantaged Business Enterprises. 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). The Recipient further agrees to comply with 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),

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.

Special Requirements for a Transit Vehicle Manufacturer. The Recipient understands and agrees that each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26,

Assurances. 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., The foregoing

notwithstanding, the 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 enforced as provided in those Federal laws or Federal regulations.

ATTACHMENT A
PRICE PROPOSAL FORM

For
RFP 17-15 - EMPLOYEE BENEFITS BROKERAGE CONSULTANT

TO: Birmingham-Jefferson County Transit Authority

The company listed on the attached cover sheet hereby submits its offer as indicated below in accordance with the terms of the Notice to Proposer, The Scope and General Conditions, Technical Specifications and Warranty Specifications, the FTA or Federally Required or Recommended Provisions, and all provisions contained in the Request For Proposal, all of which have been furnished to the Proposer. If this proposal is accepted, this document and the referenced proposal documents shall constitute the entire agreement between the parties, and no changes will be recognized unless the parties agree in writing.

Each offer shall be made in accordance with the specifications or approved equals as described in the contract documents identified herein. I have carefully examined the Request for Proposal (RFP) and have informed myself thoroughly regarding any and all conditions and requirements of the solicitation. Any additional information that is requested in the RFP is attached hereto.

Proposal Costs

Description:	Total:
Year 2018 Services	\$
Year 2019 Services	\$
Year 2020 Services	\$
Year 2021 Services Option YR 1	\$
Year 2022 Services Option YR 2	\$

 Company

 Authorized Signature

 Address

 Typed/Printed Name

 City/State/Zip Code

 Title

 Phone

 Date

All applicable costs should be built into Proposal. BJCTA assumes no responsibility for costs incurred in proposal preparation. The BJCTA has the right to reject any and all proposals as deemed in the best interest of the BJCTA.

ATTACHMENT C
ACKNOWLEDGMENT OF ADDENDA

The undersigned acknowledges receipt of the following addenda to the Request for Proposal Number RFP #17-15

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Company

Authorized Signature

Printed Name of Signer

Title of Signer

Date

ATTACHMENT D
DBE Letter of Intent

To: _____
Name of Prime Proposer

The undersigned intends to perform work in connection with the above project as a DBE in the following capacity (check one):

- | | |
|--------------------------------------|--|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Corporation |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Joint Venture |

The disadvantaged business status of the undersigned is confirmed:

- (a) On the reference list of Disadvantaged Business Enterprises dated _____, 20____
or
(b) On the attached Disadvantaged Business Enterprise Identification Statement.

The undersigned is prepared to perform the following work in connection with the above project (*specify in detail the particular work items or parts thereof to be performed*):

At the following price: \$ _____

You have projected the following commencement date for such work, and the undersigned is projecting completion of such work as follows:

Items	Projected Date of Commencement	Projected Date of Completion

The foregoing work will not be sublet to a non-Disadvantaged Business Enterprise at any tier. The undersigned will enter into a formal agreement for the above work with you, conditioned upon your execution of an agreement with the Birmingham-Jefferson County Transit Authority.

Company

Authorized Signature

Printed Name of Signer

Title of Signer

Date

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 with the Birmingham-Jefferson County Transit Authority (the "Proposer") certifies that, on _____, _____, 20____, a representative of the Proposer contacted the following Disadvantaged Business Enterprise ("DBE") to obtain a proposal/bid for the following work items.

DBE	Work Items Sought	Form of Proposal or Bid 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/bid 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 Bid/bid 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 or IFB Description: _____

Company Name/Vendor: _____

Address: _____

City / State / ZIP: _____

Contact Person: _____

Title: _____

Office Number: _____

Fax Number: _____

Cell Number: _____

Email Address: _____

Website: _____

DUNS: _____

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

Send to:

Darryl Grayson, Purchasing Agent
Birmingham-Jefferson County Transit Authority
2121 Rev. Abraham Woods Jr. Blvd. – Suite 500
Birmingham, Alabama 35203
Direct: (205) 521-0144
Fax: (205) 521-0154
Email: dgrayson@bjcta.org

