BIRMINGHAM-JEFFERSON COUNTY TRANSIT AUTHORITY

Request for Proposal No. 23-02

JANITORIAL SERVICES INTERMODAL

BIRMINGHAM - JEFFERSON COUNTY TRANSIT AUTHORITY

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METRO AREA EXPRESS

Birmingham Xpress

Request for Proposal No. 23-02

REQUEST FOR PROPOSAL No. 23-02
JANITORIAL SERVICES INTERMODAL
Issued: December 27, 2022

Deadline for Questions:	**January 17, 2023; 10:00 A.M. CST**
Responses to Questions posted www.maxtransit.org	**January 24, 2023; 3:00 P.M. CST**
Proposals Due:	**January 31, 2023; 10:00 A.M. CST**

Pre-Proposal Conference: Tuesday, January 10, 2023
1801 Morris Avenue - Second Floor
Birmingham, Alabama 35203
2:00 P.M. CST

BJCTA Procurement Contact

All questions must be submitted via email, Attn: Procurement Department, procurebids@bjcta.org
Response to questions will be posted on www.maxtransit.org.

Physical Address	Email Address
Birmingham Jefferson County Transit Authority 1801 Morris Avenue - Second Floor Birmingham, AL 35203-3109	EMAIL ADDRESS:procurebids@bjcta.org Subject Line: RFP No. 23-02 Must be received by the Proposal Due date

Please send proposals to the email address only. Proposals will be considered non-responsive and will be rejected if sent by Post Office Box, faxed, or received after 10:00 A.M. CST on January 31, 2023. **Proposals must be sent electronically with two separate files (Technical and Cost) labeled accordingly as a PDF file to: procurebids@bjcta.org**

File Name: "JANITORIAL SERVICES INTERMODAL" by January 31, 2023, @ 10:00 AM (CST).

Unless written authorization is provided by the BJCTA Procurement Manager, no other official or employee may speak for the BJCTA regarding this solicitation until the award decisions are complete. Any Proposer seeking information, clarification, or interpretations from any other official or employee uses such information at their own risk, and BJCTA is not bound by such information. Following the submittal deadline, and until a contract is fully executed, Proposers shall continue to direct communications to only the BJCTA Procurement Department identified above.

COMPANY NAME: _____ PHONE #: _____

ADDRESS: _____ FAX #: _____

CITY/STATE/ZIPCODE: _____ E-MAIL: _____

DUNS# _____ (Required)

CONFIRMATION OF RECEIPT

Please complete this form and return it to BJCTA Procurement Department as soon as possible.
Email the completed form to **procurebids@bjcta.org**

This form is to verify that the Request for Proposal (RFP) issued by Birmingham Jefferson County Transit Authority (BJCTA) has been received. This form is to ensure that each Proposer has received a Request for Proposal and is given the opportunity to respond. **If an addendum is issued and posted on BJCTA's website, www.maxtransit.org, the contact information provided on this form could also be used to distribute the information.**

REQUEST FOR PROPOSAL:
JANITORIAL SERVICES INTERMODAL
RFP No. 23-02

COMPANY NAME: _____ PHONE #: _____

ADDRESS: _____ FAX #: _____

CITY/STATE/ZIPCODE: _____ E-MAIL: _____

(CIRCLE: YES OR NO)

Disadvantaged Business Enterprise (DBEs) Vendor?	YES or NO
All copies are clear and free from obstruction?	YES or NO
Will RFP (Cover Sheet) be attached to this confirmation page?	YES or NO
Will you be submitting a Proposal for this service?	YES or NO

(IF NO PLEASE PROVIDE A REASON IN THE COMMENTS SECTION)

COMMENTS:

CERTIFIED BY: _____ DATE: _____
(PROPOSER)

PRINTED NAME: _____

Proposers Information

Questions or requests for clarifications and all communications with BJCTA personnel concerning this RFP must be received by BJCTA, by the **"Deadline for Questions"** specified on the cover page of this document. Responses and any addendum(s) will be posted at – www.maxtransit.org no later than the "Response to Questions" date on the cover page. Any changes will be valid only if included in an addendum, posted in the same manner as the RFP. Proposers shall acknowledge receipt of all addenda in writing by completing and returning **Attachment B, "Acknowledgement of Addenda."** Failure to acknowledge receipt of an addenda(s) and to complete all requirements below shall be considered non-responsive and rejected by BJCTA. Please use the following email address to submit your response: **procurebids@bjcta.org**

In the "Subject "area of the email, please state:
JANITORIAL SERVICES INTERMODAL
RFP NO. 23-02

Only one proposal per firm is allowed. Proposals must be emailed to **procurebids@bjcta.org** no later than the "Proposal Due Date" stated on the cover page. The receipt time on the email will be recorded as the official receipt time. Any Proposal received after the deadline will be considered non-responsive and will be rejected. 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. Proposals may be withdrawn by written request to BJCTA prior to the Proposal opening. No Proposer may withdraw a proposal for a period of 120 days after the scheduled time due date.

If awarded, this RFP may also serve as the contractual agreement between the successful Proposer and BJCTA and does not commit BJCTA to award a Contract or to pay any cost incurred in the preparation of a Proposal. BJCTA reserves the right to cancel the RFP or issue a subsequent RFP at any time during the solicitation process.

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 requirements will then be scored according to the following criteria:

- **Introduction of the Prime Consultant & Contractor, Qualifications, Background, and Experience of the Proposer Team**
- **Methodology**
- **Performance Metrics and References from Similar Projects**
- **Price Proposal**

In the event a Proposer is seeking to protest, please refer to the complete protest procedures at the following website: https://maxtransit.org/protest-of-procurement/

Introduction

BJCTA is seeking proposals from qualified companies to provide janitorial services for the Intermodal Facilities. This contract will be for three (3) years with two (2) one-year option of renewals.

The Birmingham Jefferson Transit Authority, herein referred to as "BJCTA," is a public transportation operator in Birmingham, Alabama. BJCTA is responsible for public transit fixed route and demand response service (Paratransit) in ten (10) municipalities: Birmingham, Bessemer, Homewood, Mountain Brook, Midfield, Center Point, Hoover, Vestavia Hills, Tarrant, and Fairfield. Its current service area is more than 200 square miles with a demand population base of nearly 400,000. Passenger trips and service miles are approximately three million (3,000,000) each annually.

SCOPE OF SERVICES

The Birmingham-Jefferson County Transit Authority (BJCTA) is soliciting proposals from qualified businesses (Proposers) to provide janitorial services for the following locations.

- **Birmingham Intermodal Facilities**
  - Central Station and Megabus – 1701 Morris Avenue, Birmingham, AL 352023
  - Greyhound, Amtrak, and BJCTA Administrative Offices – 1801 Morris Avenue, Birmingham, AL 35203
  - Public Parking Area – 1601 Morris Avenue, Birmingham, AL 35203

Visitors of these facilities will include employees, customers, and guests of BJCTA, Amtrak, Greyhound (**24/7 service),** and MegaBus. The Intermodal Facility's hours of operation will be 6:00 a.m. to 11:30 p.m. Proposers will need to propose an operation that considers these operating hours and incorporates schedules that do not conflict with peak traffic times. The Intermodal Facilities consist of two buildings (Site A and Site B) and public parking area (Site C). Site A contains a total area of approximately 36,000 SF. Site B contains a total area of approximately 7,700 SF. There is a total of (15 sinks), (21 toilets) and (7 urinals) in both Site A and Site B.

The successful Proposer shall furnish all materials, equipment, machinery, transportation, and all other items required to execute this contract. Cleaning shall mean the following:

SCOPE OF SERVICES/DUTIES:

DAILY:

- Spot clean walls for fingerprints and marks
- Clean publicly used areas
- Clean the small lobby area (Administrative Office Building)
- Mops (Nightly), Must mop behind the security desks also (Lobby Administrative Offices)
- Collect and disposes of all trash
- Stairs must be mopped nightly/rails dusted. Vacuum mats during the day and nights
- Elevator polished inside and outside daily
- Day Porters {**Requesting two (2) full-time people during the day**} from either building. Should be able to check the administrative building during the day if needed. This is necessary to maintain garbage control during day or spills
- Completely clean restrooms: cleaning toilets, sinks, wipe down walls, mop, clean mirrors, and countertops
- Restock restrooms/janitorial supplies as needed
- Remove spills on the floor/carpet
- Maintain liners in trash receptacles
- Vacuum and clean all offices

- Dust desks, cabinets, and countertops
- Dust baseboards to include corners and around furniture
- Clean kitchens and breakrooms
- Dust interior window ledges
- Full damp mopping areas after 9:00 pm
- Clean interior/exterior windows (Not Over Arms Reach Areas)
- Polish chrome
- Spot clean vending machines area (bricks) as needed during the day/night
- Sanitize seats in the lobby and vending machine areas (Several times as needed throughout the day/night)
- Sanitize with sanitizing sprays (mornings and afternoons) inside of buildings

MONTHLY DUITES:

- Remove cobwebs from ceilings and walls (**Not Over Arms Reach Areas**)
- Dust all door frames and wall hangings
- Clean ceilings and wall vents

VARIOUS TIMES DUTIES:

- Public restrooms/restock/spot mop (Every 30 minutes throughout the day/night)
- Lobby areas: clean glass doors/frames (Hourly throughout the day/night)
- Customer Service Windows/Ticket Counters cleanings (3 times per day/night)
- Driver's lounge/breakroom/restrooms (Central Station) (3 times per day/night)
- Sanitize lobby chairs/tables (Several times as needed throughout the day/night)
- Dust mop lobby area (As needed day/night)
- Inspect/survey public parking Area (Site C)
- Inspect/survey bus bays areas for trash (Several times as needed throughout the day/night)
- Remove trash, cans, paper, cigarettes butts, etc. (As needed daily)
- Central Station buffing of floors (Weekly)
- Scrub and polish the floors of all the lobbies and restrooms, depending on the traffic/scuffing (Quarterly)
- Change urinal mats/screens (Weekly or as needed)
- Check walls daily in all buildings for dirt, scuff marks (degrease as needed)

GREYHOUND (24 HOURS/7DAYS SERVICE) – AMTRAK (COMMON AREA)

- Polish chrome (Daily)
- Clean restrooms and mop floors (Every 30 minutes throughout the day/night)
- Restock restrooms (As needed throughout the day/night)
- Spot mop floors (As needed throughout the day/night)
- Clean mirrors (Every 30 minutes throughout the day/night)
- Spot clean windows interior/exterior (2 times per day/night – Not Over Arms Reach Areas)
- Vacuum mats (As needed daily)
- Changes urinal mats/screens (Weekly or as needed)
- Changes air fresheners for toilets in all restrooms (Weekly or as needed)
- Monitor trash cans for trash removal inside and outside (Hourly)
- Monitor outside for debris on sidewalks (On going throughout the day/night)
- Sanitize seats/tables inside lobby, vending machines areas (Several times as needed throughout the day/night)
- Spot cleans carpets (As needed)
- Dust, clean, and sanitize ticket counters areas (Every 30 minutes throughout the day/night)
- Make sure all cigarette butts are out of the mulch in the plants, trees, flowers, and sidewalks (Ongoing throughout the day/night). Empty the cigarettes butts receptacles (Daily)
- Scrub and polish the floors/restrooms, depending on the traffic/scuffing (Quarterly)

Care must be taken to eliminate damages of any kind and remediation will be the responsibility of the Proposer. Special care is to be taken when using equipment with the potential to leak fluids and damage from debris on wheels. BJCTA's primary objectives are shown below, and Proposers must address them in their proposals including:

1. **Demonstrated Experience** – BJCTA wants a Proposer that has demonstrated experience in developing, operating, and maintaining a janitorial service of the magnitude stated above. BJCTA wants a business partner that can demonstrate that they understand the need of having clean buildings.

2. **Optimal Use** – BJCTA wants Proposers to optimize the areas to provide as much value in service and products to the BJCTA riders and surrounding neighborhoods. Proposers must show in their proposal how their approach will provide valuable aspects of passengers and riders as well as the surrounding communities and optimizes their experience both across the operating time and the services/products offered in the facility.

3. **Health & Safety** – BJCTA cares about the health and safety of their riders, employees, neighbors, and business partners. Therefore, the Proposer must show their historical health and safety record as an operating business providing janitorial services. Proposers must also show how their operating approach will protect the health and safety of their employees, customers, adjacent bus operations, and the surrounding neighborhood.

4. **DBE Business Use** – It is important to BJCTA that the operation addresses working with Disadvantaged Business Enterprises (DBE). Proposers need to describe their commitment to the principle of maximizing opportunities for DBEs including whether they are a DBE operation, plan to use DBE vendors or other measures they will implement to assist BJCTA in achieving this objective.

5. **Other Value-Added Considerations** – Proposers should include any other items they believe will add value to customers and the surrounding neighborhoods in their proposals.

There will be a site visit for all Proposers to inspect the Intermodal Facility and the areas referenced herein. This will be the questions and answers period before submitting proposals. Any questions asked at the site visit will be responded to on our website (www.maxtransit.org) as an addendum (s). The site visit will be held on **Tuesday, January 10, 2023, @ 2:00 p.m. (CST). Please come to BJCTA – 1801 MORRIS AVENUE – 2nd FLOOR – BIRMINGHAM, AL 35203**.

REQUIREMENTS

1. Proposer 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.

General Guidance

BJCTA reserves the right to accept or reject any or all proposals and may select and negotiate with one or more Proposers concurrently should they both be deemed equal. BJCTA's intention is to enter into a Contract with the Proposer who is determined, by BJCTA, to provide the services which are in the best interest of BJCTA. BJCTA may agree to such terms and conditions as it may determine to be in its interest. BJCTA's evaluation committee reserves the right to request additional information from Proposers, to negotiate terms and conditions of the Contract, request oral presentations, inspect Proposer's facilities (if necessary), and/or ask Proposers to appear before the evaluation committee to answer questions or clarify points of their proposal.

All Proposers will be notified after the evaluation committee has selected the most qualified Proposer. Award of this contract shall be on the basis of the above-outlined evaluation criteria and awarded to the Proposer whose proposal is judged as providing the best value in meeting the interest of BJCTA and the objectives of the project, in BJCTA's sole determination.

Instructions for Proposals

The Proposer shall submit the completed Request for Proposal (RFP) with appropriate attachments/ exhibits to procurebids@bjcta.org. All attachments/exhibits shall be identified with the Proposer's name and RFP number. No oral, telegraph, telephone, or facsimile proposals will be accepted. RFP's must be in typewritten or word-processed format.

RFP Process Schedule

The following is an anticipated RFP engagement schedule. The BJCTA may change the estimated dates and process as deemed necessary.

The proposed schedule for submittal reviews and notification is as follows:

RFP Selection Process Timeline

Activity	Date
RFP Issued / Advertised – Online at maxtransit.org	December 27, 2022
Pre-Proposal Conference – BJCTA - 1801 Morris Avenue – 2nd Floor – Birmingham, AL 35203	January 10, 2023 @ 2:00 p.m. (CST)
Deadline for Written Questions, Comments & Requests for Clarification from Proposers	January 17, 2023 @10:00 a.m. (CST)
Deadline for BJCTA Responses to Questions – Posted: www.maxtransit.org	January 24, 2023 @ 3:00 p.m. (CST)
Deadline for Submittals of Proposals procurebids@bjcta.org.	January 31, 2023 @ 10:00 a.m. (CST)
Approximate award date (**Anticipated**)	March 10, 2023

Submission of RFP

Proposers shall submit the following:

Email the completed Official RFP Form and the Exhibits listed below, including the Federal Certifications to **procurebids@bjcta.org**

Attachment A - COST PROPOSAL FORM (Separately)
Attachment B - Acknowledgement of Addenda
Attachment C - DBE Letter of Intent
Attachment D - DBE Affidavit
Attachment E - DBE Unavailable Certification
Attachment F - DBE Utilization
Attachment G - DBE Good Faith Effort Documentation
Attachment H - DBE Good Faith Effort Documentation (EXT.)
Attachment I - Conflict of Interest Statement

1. Personnel

The Proposer shall represent that it has, or will secure at its own expense, all personnel required in performing this RFP. 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 RFP shall be fully qualified and shall be authorized, if applicable, under state and local law to perform such services.

2. Tax Exempt

The Proposer recognizes that the BJCTA is exempt from the payment of Federal, State, and local taxes, and that such taxes are not included in the RFP cost. The BJCTA will furnish a Proposer with the necessary tax-exempt certificates.

3. 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.

4. 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 Proposer.

5. Insurance

The Proposer shall maintain insurance during the performance of the Contract from one or more insurance companies licensed in the City of Birmingham and surrounding municipalities 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.

6. Audit and Inspection

The Proposer 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 regarding the Contract, and to audit the books, records, and accounts pertaining to such Contract.

7. Immigration

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

8. Pre-Award Information

Before deciding responsibility, the BJCTA Procurement Department shall possess or obtain information sufficient to satisfy the applicable standards and requirements for responsibility set forth in this section.

a) The BJCTA Procurement Department shall obtain information regarding the responsibility of a prospective contractor "Proposer" whose offer is in the competitive range. The Proposer shall promptly supply information requested by the Authority regarding its responsibility. If the Proposer fails to supply the information requested, BJCTA shall decide non-responsiveness based upon the lack of available information.

b) The BJCTA Procurement Department shall use the following sources of information, listed in priority order to support responsibility determinations:

(1) General Services Administration publication titled "System for Award Management" ("SAM"), formerly the "Excluded Parties List System." The results of the search will be printed and placed in the BJCTA contract file.

(2) Written records and experience data, including verifiable knowledge of Authority personnel, and other sources, i.e.: publications, suppliers, subcontractors, and customers of the prospective contractor, financial institutions, government agencies, and business and trade associations. The Procurement Department and other Authority personnel who become aware of circumstances casting doubt on a Proposer's ability to perform a contract successfully shall promptly inform the Procurement Department and furnish the relevant information in writing; and

(3) Information supplied by the Proposer, including proposal information, questionnaire replies, financial data, information on production equipment, and personnel information.

9. Restriction on Disclosure and Use of Data

The Authority shall provide all reasonable precautions to ensure that proprietary, technical, and pricing information remains within the review process. Proposers shall attach to any proprietary data submitted with the solicitation the following legend:

a) This data furnished pursuant to this RFP shall not be disclosed outside the Authority, be duplicated, or used in whole or in part, for any purpose other than to evaluate the offer; provided that, if a contract is awarded based on that offer, the Authority shall have the right to duplicate, use, and disclose this data, in any manner and for any purpose whatsoever.

b) This information does not limit the Authority's right to use information contained in this data if it is or has been obtained by the Authority from another independent legitimate source.

c) Except for the foregoing limitation, the Authority may duplicate, use, and disclose in any manner and for any purpose whatsoever and have others so do, all data furnished in response to this solicitation."

10. Employment Restriction Warranty

a) The Proposer warrants that it will not offer employment to any officer or employee of the Birmingham-Jefferson County Transit Authority (Authority) who has been involved, directly or indirectly, in any matter of financial interest to the Proposer until at least one (1) year after the officer or employee has ceased involvement in or responsibility for the matter.

b) The Proposer further warrants that it will not employ any Authority officer or employee who has had direct responsibility for any matter of financial interest to the Proposer within the year prior to the retirement or termination of the officer or employee until at least one (1) full year after such officer or employee has left the employment of the Authority.

c) The one (1) year requirement described in this provision may be waived at the discretion of the Authority if the employee or former employee has been subject to a Reduction in Force; in such case, BJCTA will provide the Proposer with a letter to that effect.

d) If a waiver is granted, or if a former employee of the Authority is eventually hired, the Proposer shall be responsible for ensuring that the former employee is not directly involved in negotiating or otherwise dealing with Authority on any matter over which such employee had responsibility during his or her period of employment at Authority.

e) Should the Proposer fail to comply with paragraphs (a), (b) or (d) above, BJCTA shall have the right to withhold payment in an amount not to exceed 2% of the total Contract amount as liquidated damages to the Authority, such withholding to be in addition to any other withholding under the terms of the Contract. Further, the BJCTA Procurement Department shall consider such violation in evaluating the Proposer's responsibility in connection with award of any future Authority Contract.

11. Proposal Evaluation Criteria

Technical and cost proposals will be evaluated based on the following criteria:

Section I

Introduction of the Prime Consultant & Contractor, Qualifications, Background and Experience of the Proposer Team (40 Maximum Points)

An introduction of the prime Consultant/Contractor, members of a partnership, joint venture, or other teaming arrangements, whichever is applicable, and an introduction of all major subcontractors/subconsultants who may be involved in the performance of the work; and discussion of the primary business experience, length of time in business, ownership, office locations, specific location of the principal office from where the main work will be performed, contact information (i.e., contact names, telephone and facsimile numbers, and email addresses), and other information introductory In nature for each firm involved in making the proposal.

- Provide a credible plan to assemble and engage all necessary janitorial services to BJCTA.
- Provide key information and commitments to fulfill this scope of services.

Section II

Methodology **(30 Maximum Points)**

- Provide a concise and clear understanding of the statement of work that showcases an ability to meet the desired timeline, achieve project outcomes, and implementation.
- Please communicate your firm's unique methodology and product differentiators that best fit the Authority's needs.
- Please articulated the technology and user experience as they relate to the requirements of this project.

Section III

Performance Metrics and References from Similar Projects **(15 Maximum Points)**

- Provide at least three like or kind services in the past five years and has experience with janitorial services.
- Provide core metrics and outcomes with similar projects that are leading in the field of janitorial services.

Section IV

Price Proposal **(15 Maximum Points)**

- The Proposer has provided a comprehensive menu of costs that showcase the breadth and depth of the services being required.

Price Proposal Evaluation

The Authority will evaluate price proposals for reasonableness, completeness, and realism as appropriate. Each Proposer's cost will be evaluated in terms of the following which are equal in importance:

(1) Any offer which is materially unbalanced may be rejected. An unbalanced offer is one which is based on prices that are significantly overstated for some items and understated for other items.

(2) The Authority will compare the price proposals to the Authority estimate and otherwise determine reasonableness by performing a price analysis if adequate competition exists. A cost analysis will be performed if adequate price competition does not exist, to ascertain whether the proposed price is fair and reasonable; and

(3) The Proposer shall provide certified cost or pricing data as requested by the BJCTA Procurement Manager.

12. Definitions for Technical Evaluation

Clarifications: Communications with a Proposer for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal. Unlike discussions, clarifications do not give the Proposer an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in revisions.

Discussions: Oral or written communications including negotiations between the Authority and a Proposer (other than clarifications) that; involves information essential for determining the acceptability of the proposal or to cure identified defects in the proposal.

Deficiencies: Defects in the proposal which preclude acceptance. Involves any part of the Proposer's proposal which would not satisfy the Authority's minimum requirements established in the solicitation. Included failures to meet specifications, submit information, or questionable technical or management approaches. Items disclosed during discussions, evaluated in two categories: material-basis for rejection because further discussions would be meaningless; curable –may be corrected by clarifications or discussions and brought into the competitive range.

Weakness: Includes ambiguities, lack of complete descriptions, errors in interpretation, inadequate information, all of which are considered curable in discussions. An excessive number of clarifications may constitute a weakness.

Strengths: Elements of the proposal that exceed the minimum requirements of the solicitation and provide an identified benefit to the Authority.

13. Language and Currency

As regards this solicitation and the resultant contract:

a) All communications (oral, written, electronic, and otherwise including but, not limited to software coding) shall be in the English language.

b) All pricings shall be in United States dollars.

14. Federal/State/Local Sales Taxes

a) The Proposer recognizes that the BJCTA is exempt from the payment of Federal, State, and local taxes and that such taxes are not included in the Proposal price. The BJCTA will furnish a Proposer with the necessary tax-exempt certificates.

b) This provision supersedes any language pertaining to payment of taxes that may appear elsewhere in this solicitation.

c) The Authority's tax-exempt number: Will be provided.

THIS ATTACHMENT MUST BE UNDER SEPARATE COVER FROM PROPOSAL

TO: Birmingham-Jefferson County Transit Authority

The Proposer listed below hereby submits its offer in accordance with the terms of the **Janitorial Services Intermodal - RFP No. 23-02** (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 all conditions and requirements of the RFP. Any additional information that is requested in the RFP is attached hereto.

IN THE COST PROPOSAL PLEASE PROVIDE THE FOLLOWING:

JANITORIAL SERVICES	ANNUAL COST
Janitorial Services – Year 1	**$**
Janitorial Services – Year 2	**$**
Janitorial Services – Year 3	**$**
Janitorial Services – Option Year 1	**$**
Janitorial Services – Option Year 2	**$**

- A complete outline of cost of services to be performed should be provided.
- Any additional information associated with cost and fees that may be relevant to the scope of work should be provided.

Company	Authorized Signature
Street Address	Printed Name of Signer
City / State / ZIP	Title of Signer
Phone	Date
Email Address	DUNS#

ATTACHMENT B

Acknowledgment of Addenda

The undersigned acknowledges receipt of the following addenda to:

Janitorial Services Intermodal
Request for Proposal No. 23-02

Addendum No.	_____	Dated	_____
Addendum No.	_____	Dated	_____
Addendum No.	_____	Dated	_____
Addendum No.	_____	Dated	_____

_____
Company

_____
Authorized Signature

_____
Printed Name of Signer

_____
Title of Signer

_____
Date

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):

☐ Individual ☐ Corporation
☐ Partnership ☐ 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 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

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 ____.

_____
Notary Public
[SEAL] My Commission expires _____, 20____.

ATTACHMENT E

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

ATTACHMENT F

DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The undersigned Proposer/offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

The Proposer/offeror is committed to a minimum of **8.5** % DBE utilization on this contract. Provide DBE Information on chart below. Please submit documentation demonstrating good faith efforts.

Name of Proposer/ Offeror's Firm (Subcontractor/Supplier/Service Provider)	DBE?		Phone	State Registration No.	Dates, Best Method of Contact		Description of Work	Dollar Amount of Proposal/ Quote
	Yes	No			Letter	Phone		

Print Name/Title

Signature

Date

ATTACHMENT G

DBE GOOD FAITH EFFORT DOCUMENTATION

The intent of this form is to document the good faith effort attempts made by the apparent low Proposer in soliciting DBE firms to meet the DBE project goal. Please note that the project goal will not be waived, and the Proposer must make efforts to achieve the goal throughout the life of the contract.

Every work type where there is a certified DBE, the apparent low Proposer must submit the form as follows:

1 available DBE – must contact 1 DBE.
2-5 available DBEs – must contact 3 DBEs minimum.
6-7 available DBEs – must contact 4 DBEs minimum.
8-9 available DBEs – must contact 5 DBEs minimum.
10 or more available DBEs – must contact 6 DBEs minimum.

All information submitted on this form is subject to audit by the DBE Goal Committee

Date Submitted: _____

Proposer Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____ Title: _____

Telephone Number: _____ Email Address: _____

Project Goal Percentage: _____

Commitment Percentage: _____

Unattained Percentage: _____

I certify that the information contained in this good faith effort documentation form is true and correct to the best of my knowledge. I further understand that any willful falsification, fraudulent statement, or misrepresentation will result in appropriate sanctions which may involve debarment and/or prosecution under applicable State and Federal laws.

Proposer/Authorized Representative Signature: _____

Title: _____

Date: _____

ATTACHMENT H

DBE GOOD FAITH EFFORT DOCUMENTATION

Work Type Number	Description of Work, Service or Material	DBE Firm Name

Contact Name (First and Last)	Contact Date	Contact Method	Contact Results	Bid Amount
1.				
2.				
3.				

Comments:

Work Type Number	Description of Work, Service or Material	DBE Firm Name

Contact Name (First and Last)	Contact Date	Contact Method	Contact Results	Bid Amount
1.				
2.				
3.				

Comments:

Work Type Number	Description of Work, Service or Material	DBE Firm Name

Contact Name (First and Last)	Contact Date	Contact Method	Contact Results	Bid Amount
1.				
2.				
3.				

Comments:

ATTACHMENT I

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

PROPOSER 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:

Please complete this form and return it to BJCTA Procurement Department as soon as possible.
Email the completed form to **procurebids@bjcta.org.**

FEDERAL CLAUSES
&
CERTIFICATIONS

Professional Service Procurements

Birmingham-Jefferson County Transit Authority
1801 Morris Avenue 2nd FL
Birmingham, Alabama 35203
(205)521-0101

Fly America Requirements

Applicability – all contracts involving transportation of persons or property, by air between the U.S. and/or places outside the U.S. These requirements do not apply to micro-purchases ($3,000 or less, except for construction contracts over $2,000).

Contractor shall comply with 49 USC 40118 (the "Fly America" Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US 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. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US 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. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

Energy Conservation

All Contracts except micro-purchases ($3,000 or less, except for construction contracts over $2,000)

Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

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.

Lobbying

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

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - 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.

Access to Records and Reports

Applicability – As shown below. These requirements do not apply to micro-purchases ($3,000 or less, except for construction contracts over $2,000)

The following access to records requirements apply to this Contract:

1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee 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 and is an FTA recipient or a subgrantee 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 subgrantee 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 subgrantee 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 until 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).

FTA does not require the inclusion of these requirements in subcontracts.

Federal Changes

All Contracts except micro-purchases ($3,000 or less, except for construction contracts over $2,000)
Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the purchaser and FTA, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

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 recipient and understands and agrees that the recipient 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.

No Government Obligation to Third Parties

Applicability – All contracts except micro-purchases ($3,000 or less, except for construction contracts over $2,000)

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

(2) Contractor agrees to include the above clause in each subcontract financed in whole or in part with FTA assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts

Applicability – All contracts except micro-purchases ($3,000 or less, except for construction contracts over $2,000)
(1) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, 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 FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.
(2) If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate.
(3) Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Termination

Applicability – All Contracts over $10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is $100,000

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

f. Termination for Default (Supplies and Service) If 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.

g. Termination for Default (Transportation Services) If contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if 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 services performed in accordance with the manner of performance set forth in this contract.
If this contract is terminated while contractor has possession of the recipient goods, contractor shall, as directed by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. Contractor and the recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. 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.

h. Termination for Default (Construction) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if 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. In this event, the recipient may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. Contractor and its sureties shall be liable for any damage to the recipient resulting from

contractor's refusal or failure to complete the work within specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the recipient in completing the work.

Contractor's right to proceed shall not be terminated nor shall contractor be charged with damages under this clause if:

1. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such causes include: acts of God, acts of the recipient, acts of another contractor in the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. Contractor, within 10 days from the beginning of any delay, notifies the recipient in writing of the causes of delay. If in the recipient's judgment, delay is excusable, the time for completing the work shall be extended. The recipient's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of contractor's right to proceed, it is determined that contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the recipient's convenience.

i. Termination for Convenience or Default (Architect & Engineering) the recipient may terminate this contract in whole or in part, for the recipient's convenience or because of contractor's failure to fulfill contract obligations. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the recipient all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the recipient's convenience, it shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for contractor's failure to fulfill contract obligations, the recipient may complete the work by contact or otherwise and contractor shall be liable for any additional cost incurred by the recipient.
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.

j. Termination for Convenience or Default (Cost-Type Contracts) the recipient may terminate this contract, or any portion of it, by serving a notice or 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, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, 2 U.S. OMB, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 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.

Civil Rights Requirements

Applicability – All contracts except micro-purchases ($3,000 or less, except for construction contracts over $2,000)

The following requirements apply to the underlying contract:

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:

a. 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,

b. 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,

c. 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".

(3) 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,

d. Disadvantaged 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 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, (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,

e. 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,

f. 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,

g. 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,

h. 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,

i. 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,

j. 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.

k. 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.

Breaches and Dispute Resolution

All contracts over $100,000

Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the recipient's authorized representative. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the recipient's CEO. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the recipient's CEO shall be binding upon contractor and contractor shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the the False Claims Act, 31 U.S.C. § 3729.

Performance During Dispute - Unless otherwise directed by the recipient, contractor shall continue performance under this contract while matters in dispute are being resolved.

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 days after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the recipient and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State.

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 recipient 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.

Patent and Rights in Data

CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK ($3,000 or less, except for construction contracts over $2,000).

Patent Rights

A. General. The Recipient agrees that:

(1) Depending on the nature of the Project, the Federal Government may acquire patent rights when the Recipient or Third Party Participant produces a patented or patentable: (a) Invention, (b) Improvement, or (c) Discovery, (2) The Federal Government's rights arise when the patent or patentable information is: (a) Conceived under the Project, or (b) Reduced to practice under the Project, and (3) When a patent is issued or patented information becomes available as described in Patent Rights section A(2), the Recipient agrees to: (a) Notify FTA immediately, and (b) Provide a detailed report satisfactory to FTA,

B. Federal Rights. The Recipient agrees that:

(1) Its rights and responsibilities, and the rights and responsibilities of each Third Party Participant, in that federally funded invention, improvement, or discovery will be determined as provided by applicable Federal laws, regulations, and guidance, including any waiver thereof, and (2) Unless the Federal Government determines otherwise in writing, irrespective of the Recipient's status or the status of any Third Party Participant as a large business, a small business, a State government, a State instrumentality, a local government, an Indian tribe, a nonprofit organization, an institution of higher education, or an individual, the Recipient agrees to transmit the Federal Government's patent rights to FTA as specified in: (a) 35 U.S.C. § 200 et seq., and (b) U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. part 401, and

C. License Fees and Royalties. As permitted by 49 C.F.R. parts 18 and 19:

(1) License fees and royalties for patents, patent applications, and inventions derived from the Project are program income, and (2) The Recipient has no obligation to the Federal Government with respect to those license fees or royalties, except: (a) For compliance with 35 U.S.C. § 200 et seq., which applies to patent rights developed under a federally funded research-type project, and (b) As FTA determines otherwise in writing.

Rights in Data and Copyrights

A. Definition of "Subject Data." means recorded information: (1) Copyright. Whether or not copyrighted, and (2) Delivery. That is delivered or specified to be delivered under the Underlying Agreement,

B. Examples of "Subject Data." Examples of "subject data": (1) Include, but are not limited to:
(a) Computer software, (b) Standards, (c) Specifications, (d) Engineering drawings and associated lists, (e) Process sheets, (f) Manuals, (g) Technical reports, (h) Catalog item identifications, and (i) Related information, but (2) Do not include: (a) Financial reports,
(b) Cost analyses, or (c) Other similar information used for Project administration,

C. General Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Recipient's Project supported by the Underlying Agreement: (1) Prohibitions. The Recipient may not: (a) Publish or reproduce any subject data in whole or in part, or in any manner or form, or (b) Permit others to do so, but (2) Exceptions. The prohibitions of Rights in Data and Copyrights C(1) do not apply to: (a) Publications or reproductions for the Recipient's own internal use, (b) An institution of higher learning, (c) The portion of subject data that the Federal Government has previously released or approved for release to the public, or (d) The portion of data that has the Federal Government's prior written consent for release,

D. Federal Rights in Data and Copyrights. The Recipient agrees that: (1) License Rights. The Recipient must provide a license to its "subject data" to the Federal Government, which license is: (a) Royalty-free, (b) Non-exclusive, and (c) Irrevocable, (2) Uses. The Federal Government's license must permit the Federal Government to take the following actions provided those actions are taken for Federal Government purposes: (a) Reproduce the subject data, (b) Publish the subject data, (c) Otherwise use the subject data, and (d) Permit other entities or individuals to use the subject data, and

E. Special Federal Rights in Data for Research, Development, Demonstration, Deployment, and Special Studies Projects. In general, FTA's purpose in providing Federal funds for a research, development, demonstration, deployment, or special studies Project is to increase transportation knowledge, rather than limit the benefits of the Project to the Recipient and its Third Party Participants, therefore, the Recipient agrees that: (1) Publicly Available Report. When the Project is completed, it must provide a Project report that FTA may publish or make available for publication on the Internet, (2) Other Reports. It must provide other reports pertaining to the Project that FTA may request, (3) Availability of Subject Data. FTA may make available to any FTA Recipient or any of its Third Party Participants at any tier of the Project, either FTA's copyright license to the subject data or a copy of the subject data, except as the Federal Government determines otherwise in writing, (4) Identification of Information. It must identify clearly any specific confidential, privileged, or proprietary information submitted to FTA, (5) Incomplete Project. If the Project is not completed for any reason whatsoever, all data developed under the Project becomes "subject data" and must be delivered as the Federal Government may direct, but (6) Exception. Rights in Data and Copyrights Section E does not apply to an adaptation of automatic data processing equipment or program that is both: (a) For the Recipient's use, and (b) Acquired with FTA capital program funding,

F. License Fees and Royalties. As permitted by 49 C.F.R. parts 18 and 19: (1) License fees and royalties for copyrighted material or trademarks derived from Project are program income, and
(2) The Recipient has no obligation to the Federal Government with respect to those license fees or royalties, except: (a) For compliance with 35 U.S.C. § 200 et seq., which applies to patent rights developed under a federally funded research-type project, and (b) As FTA determines otherwise in writing,

G. Hold Harmless. Upon request by the Federal Government, the Recipient agrees that: (1) Violation by Recipient. (a) If it willfully or intentionally violates any: 1 Proprietary rights, 2 Copyrights, or 3 Right of privacy, and (b) Its violation occurs from any of the following uses of Project data: 1 Publication, 2 Translation, 3 Reproduction, 4 Delivery, 5 Use, or 6 Disposition, then (c) It will indemnify, save, and hold harmless against any liability, including costs and expenses of: 1 The Federal Government's officers acting within the scope of their official duties,
2 The Federal Government's employees acting within the scope of their official duties, and 3 Federal Government's agents acting within the scope of their official duties, but (2) Exceptions. The Recipient will not be required to indemnify the Federal Government for any liability described in Rights in Data and Copyrights section G(1) if: (a) Violation by Federal Officers, Employees or Agents. The violation is caused by the wrongful acts of Federal employees or agents, or (b) State law. If indemnification is prohibited or limited by applicable State law,

H. Restrictions on Access to Patent Rights. Nothing in this Rights in Data and Copyrights section pertaining to rights in data either: (1) Implies a license to the Federal Government under any patent, or (2) May be construed to affect the scope of any license or other right otherwise granted to the Federal Government under any patent,

I. Data Developed Without Federal Funding or Support. The Recipient understands and agrees that in certain circumstances it may need to provide data developed without any Federal funding or support to FTA. Nevertheless: (1) Protections. Rights in Data and Copyrights Sections A, B, C, and D generally do not apply to data developed without Federal funding, even though that data may have been used in connection with the Project, and (2) Identification of Information. The Recipient understands and agrees that the Federal Government will not be able to protect data developed without Federal funding from unauthorized disclosure unless that data is clearly marked "Proprietary" or "Confidential," and

J. Requirements to Release Data. The Recipient understands and agrees that the Federal Government may be required to release Project data and information the Recipient submits to the Federal Government as required by: (1) The Freedom of Information Act, 5 U.S.C. § 552,
(2) Another applicable Federal law requiring access to Project records, (3) U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations," specifically 49 C.F.R. § 19.36(d), or
(4) Other applicable Federal regulations and guidance pertaining to access to Project records.

Disadvantaged Business Enterprise

Contracts over $3,000 awarded on the basis of a bid or proposal offering to use DBEs

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.

b. The contractor shall not discriminate on the basis of race, color, religion, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the municicpal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. If a separate contract goal has been established, Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.

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

e. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.

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

the recipient.

Prompt payment

Applicability – All contracts except micro-purchases ($3,000 or less, except for construction contracts over $2,000)

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

Incorporation of Federal Transit Administration (FTA) Terms

All contracts except micro-purchases ($3,000 or less, except for construction contracts over $2,000)

The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual provisions, as stated in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.

Other Federal Requirements

The following requirements are not federal clauses.

Full and Open Competition

In accordance with 49 U.S.C. § 5325(a) all procurement transactions shall be conducted in a manner that provides full and open competition.

Prohibition Against Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

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.

Notification of Federal Participation

To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of $500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

Interest of Members or Delegates to Congress

No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

Ineligible Contractors and Subcontractors

Any name appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

Other Contract Requirements

To the extent not inconsistent with the foregoing Federal requirements, this contract shall also include those provisions attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the recipient.

Compliance with Federal Regulations

Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as 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.

Real Property

Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 49 CFR 18.31-18.34, 49 CFR 19.30-19.37, 49 CFR Part 24, 49 CFR 5326 as amended by MAP-21, 49 CFR part 18 or 19, 49 USC 5334, applicable FTA Circular 5010, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Access to Services for Persons with Limited English Proficiency

To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

Environmental Justice

Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1)
Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance,

Environmental Protections

Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

Geographic Information and Related Spatial Data

Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

Federal Single Audit Requirements for State Administered Federally Aid Funded Projects Only

Non Federal entities that expend $500,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A 133, Audits of States, Local Governments, and Non Profit Organizations. Non Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non Federal entities that expend less than $500,000 in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in '3052.215(a), but records must be available for review or audit by appropriate officials of the Federal and State agencies.

Catalog of Federal Domestic Assistance (CFDA) Identification Number

The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

CFDA number for the Federal Transportation Administration

A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

Federal Certifications

CERTIFICATION AND RESTRICTIONS ON LOBBYING

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

On behalf of _____ that:
(Name of Bidder/Company Name)

- 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 _____

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

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

(1) It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement 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 Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,

(2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:

a. 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,

b. 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,
(2) Violation of any Federal or State antitrust statute, or
(3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,

c. 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 2.b of this Certification,

d. 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,

e. 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,

f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:

(1) Equals or exceeds $25,000,
(2) Is for audit services, or
(3) Requires the consent of a Federal official, and

g. It will require that each covered lower tier contractor and subcontractor:
(1) Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
(2) Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:

a. Debarred from participation in its federally funded Project,
b. Suspended from participation in its federally funded Project,
c. Proposed for debarment from participation in its federally funded Project,
d. Declared ineligible to participate in its federally funded Project,
e. Voluntarily excluded from participation in its federally funded Project, or
f. Disqualified from participation in its federally funded Project, and

3. It will provide a written explanation as indicated on a page attached in FTA's TEAM-Web or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Certification

Contractor _____

Signature of Authorized Official _____ Date ___/___/___

Name and Title of Contractor's Authorized Official _____