REQUEST FOR PROPOSAL
Number RFP #21-08
Issued: March 3, 2021

TRANSIT BUS SHELTERS

Deadline for Questions: March 15, 2021 3:00 a.m. CST
Responses to Questions posted www.maxtransit.org
March 18, 2021 5:00 p.m. CST
Proposals Due: March 30, 2021 10:00 a.m. CST

Pre-Bid Conference: None

BJCTA Procurement Contact
Procurement Officer: Darryl Grayson, dgrayson@bjcta.org  All questions must be submitted via email
Response to questions will be posted on www.maxtransit.org

<table>
<thead>
<tr>
<th>Parcel Delivery &amp; Hand-Delivery - Physical Address</th>
<th>Mailing Address</th>
</tr>
</thead>
</table>
| ATTN: PROCUREMENT DEPT.  
Birmingham Jefferson County Transit Authority  
1801 Morris Avenue 2nd Floor  
Birmingham, AL 35203 | ATTN: PROCUREMENT DEPT.  
Birmingham Jefferson County Transit Authority  
1801 Morris Avenue 2nd Floor  
Birmingham, AL 35203 |

The lower left corner of the address label should include: RFP # 21-08 BUS SHELTER

It is important to use the correct address for the delivery of sealed responses to BJCTA solicitations. Proposals will be considered non-responsive and will be rejected if delivered to BJCTA Post Office Box, not sealed, emailed, or received after 10:00 a.m. in proposal due date. 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 Director identified above.

COMPANY NAME: ____________________________________ PHONE #:__________________________________
ADDRESS: ___________________________________________ FAX #:__________________________________
CITY/STATE/ZIP CODE: ________________________________
DUNS NUMBER __________________
CONFIRMATION OF RECEIPT

Please complete this form and return it to BJCTA Procurement Department as soon as possible. Email the completed form to: choward@bjcta.org or mail to P.O. Box 10212, Birmingham, AL 35202  ATTN: Darryl Grayson, RFP #21-08.

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 Bidder has received an Request for Proposal and is given the opportunity to respond. If an addendum is issued and posted on BJCTA.org website, the contact information provided on this form could also be used to distribute the information.

REQUEST FOR PROPOSAL:
TRANSIT BUS SHELTERS

COMPANY NAME: ____________________________________ PHONE #: _____________
ADDRESS: __________________________________________ FAX #: _______________
CITY/STATE/ZIP CODE: ________________________________ E-MAIL: ______________

(CIRCLE: YES OR NO)
Disadvantaged Business Enterprise (DBEs) Vendor? YES or NO
All copies are sealed, clear and free from obstruction? YES or NO
In addition to sealed hard copies, Will the Proposal / Bid also submitted on a Flash Drive ?(Required) YES or NO
Will RFP (Cover Sheet) be attached to this confirmation page? YES or NO
Will you be submitting a Proposal for this product and or service? YES or NO
(IF NO PLEASE PROVIDE REASON IN THE COMMENTS SECTION)

COMMENTS:

CERTIFIED BY: ________________________________ DATE: ________________
(PROPOSER)

PRINTED NAME: ____________________________________________
INSTRUCTIONS TO PROPOSERS

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

Questions or requests for clarifications or approved equals and all communications with BJCTA personnel concerning the RFP must be received by the BJCTA, using Attachment B, no later than March 12, 2021 10:00 a.m., Central Standard Time zone on the date specified on the cover page of this document. Responses and addendum(s) will be made available at www.maxtransit.org later on the following business day. Any changes will be valid only if included in an addendum, in writing, posted or delivered in the same manner as the RFP. Proposers shall acknowledge receipt of all addenda in writing by completing Attachment C. Failure to acknowledge receipt of an addendum(s) and to complete all requirements below shall be considered non-responsive and rejected by BJCTA.

Send two copies and one original to:

ATTN: PROCUREMENT DEPT.
Birmingham-Jefferson County Transit Authority (MAX)
1801 Morris Avenue 2nd Floor
Birmingham, AL 35203

The lower left corner of the address label should include:

RFP # 21-08 TRANSIT BUS SHELTERS

All Proposals must be sealed at the time of delivery and will be deemed non-responsive if received not sealed. Only one proposal per firm is allowed. Proposals must be received by U.S. Postal Service, some other shipping service, or hand delivered with BJCTA stamped and received by the due date and 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. Conditional Proposals and any Proposal taking exception to any provision in this RFP will be considered non-responsive. Proposals may be withdrawn by written request to 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 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 requirement will then be scored according to the following criteria:

1. Responsiveness / Technical
2. Experience and Qualifications
3. Past performance and/or references
4. Cost proposal amount
BJCTA will enter into negotiations to contract with the highest-ranked Proposer. Should the terms offered not be desirable to BJCTA, negotiations with highly ranked successful Proposer will follow until a Contract is finalized.

For complete protest procedures please go to the following website: http://www.maxtransit.org/bjcta-procurement-protest-procedures/

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

1.2 **Personnel.** The Proposer shall represent that it has, or will secure at its own expense, all personnel required in performing this Proposal. 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 Proposal shall be fully qualified and shall be authorized, if applicable, under state and local law to perform such services. All personnel should be hired in compliance with Alabama’s law on illegal immigration, Alabama Act 2011-535, as amended.

1.3 **Tax Exempt**

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

1.4 **Proposal Familiarity**

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

1.5 **Inspection**

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

1.6 **Indemnification**

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

1.7 **Insurance**

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

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

1.8 Documentation of Project Costs

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

1.9 Audit and Inspection

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

1.10 Immigration

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

SCOPE OF SERVICES

The Birmingham-Jefferson County Transit Authority (BJCTA) is soliciting proposals from qualified businesses (Respondents) to provide up to One hundred (100) Bus Shelters for the Transit System in Birmingham, Alabama. The design should be aesthetically pleasing and fit with the surrounding landscape and architecture. The design shall also utilize only the latest and proven technologies to include but not limited to:

- Provide Shelters in two (2) sizes 5’ X 9’ and 5’ x 12’
- Solar Panels
- Battery power capacity for 24 hours
- Low energy lighting / LED
- Power outlets
- Advertisement panels / System and Route Map Panels
- Design for future PIDS installations (Monitor casing)
- USB charging station

This scope of work does not include installation, as installation will be undertaken in-house or contracted separately. To facilitate installation, the pre-installation manufactured
components will be modular in design. Upon manufacture and agreed upon delivery dates, bus shelter components are to be delivered to:

Birmingham-Jefferson County Transit Authority  
3105 Rev Abraham Woods Jr Blvd  
Birmingham, Alabama 35203

The contractor must be able to guarantee the availability of parts for the shelter selected for the life of the shelter and provide on-going technical support on products, maintenance and on appearance retention issues of the shelters.

The entire assembly, when anchored in place must meet, without damage, the minimum design loadings as per the latest edition of the State of Alabama Building Code and the Americans with Disabilities Act Accessibility Guidelines (ADAAG); whichever is more stringent.

All shelter components shall be constructed of first quality new materials. The shelter should be structurally sound with an expected useful life of 30 years.

Shelter must be able to withstand heavy winds and should be properly secured to the ground.

All hardware that will be necessary for the bus shelter installation (not excluding nails, nuts, bolts, fasteners, etc.) shall be clearly labeled and delivered along with the roof and structural components.

Three (3) complete sets of each bus shelter model design drawings and engineering specifications shall be provided to the BJCTA.

RESPONSIVENESS/EXPERIENCE 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.
ATTACHMENT A
PRICE PROPOSAL FORM

The Proposer listed below submits its offer to BJCTA in accordance with the terms of the Request for Proposals Number #21-08

The offer is made in accordance with the Scope of Services and subject to the approved equals as described in the documents identified herein. The Proposer has carefully examined the RFP and has informed itself thoroughly regarding any and all conditions and requirements of the RFP.

If awarded, the Proposer will be required to honor the price(s) indicated on this form. For this reason, Proposers are encouraged to carefully check their pricing when responding to this RFP.

The following price must be a complete total for all hardware, software, equipment and installation.

Total must include all Bus Shelter Materials and Shipping

<table>
<thead>
<tr>
<th>5 x 9 Bus Shelter</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Option Yr1</th>
<th>Option Yr 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Per Shelter</td>
<td>Per Shelter</td>
<td>Per Shelter</td>
<td>Per Shelter</td>
<td>Per Shelter</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>5 x 12 Bus Shelter</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Option Yr1</th>
<th>Option Yr 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Per Shelter</td>
<td>Per Shelter</td>
<td>Per Shelter</td>
<td>Per Shelter</td>
<td>Per Shelter</td>
<td></td>
</tr>
</tbody>
</table>

Company

Authorized Signature

Street Address

Printed Name of Signer

City / State / ZIP

Title of Signer

Phone

Date

Email Address

DUNS#
The undersigned acknowledges receipt of the following addenda to the Request for Proposal Number RFP #21-08:

<table>
<thead>
<tr>
<th>Addendum No.</th>
<th>Dated</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Company

Authorized Signature

Printed Name of Signer

Title of Signer

Date
BJCTA has a overall 10.5% Disadvantage Business Enterprise Participation (DBE) Goal. Any DBE participation will be strongly considered. (See Federal Clauses).

<table>
<thead>
<tr>
<th>Work Type Number</th>
<th>Description of Work, Service or Material</th>
<th>DBE Firm Name</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contact Name (First and Last)</th>
<th>Contact Date</th>
<th>Contact Method</th>
<th>Contact Results</th>
<th>Bid Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Comments:

<table>
<thead>
<tr>
<th>Work Type Number</th>
<th>Description of Work, Service or Material</th>
<th>DBE Firm Name</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contact Name (First and Last)</th>
<th>Contact Date</th>
<th>Contact Method</th>
<th>Contact Results</th>
<th>Bid Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Comments:

<table>
<thead>
<tr>
<th>Work Type Number</th>
<th>Description of Work, Service or Material</th>
<th>DBE Firm Name</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contact Name (First and Last)</th>
<th>Contact Date</th>
<th>Contact Method</th>
<th>Contact Results</th>
<th>Bid Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Comments:
EXAMPLES OF GOOD FAITH EFFORT DOCUMENTATION

The following is a list of types of actions a bidder should take when documenting good faith efforts. This list is not intended to be exclusive or exhaustive, nor are all the actions mandatory. Other factors or types of efforts may be relevant in appropriate cases.

**SOLICITATION /ADVERTISEMENT EFFORTS** - should include your efforts to solicit quotes, through all reasonable and available means, the interest of all certified firms who have the capability to perform the work of the contract. The bidder should ensure that the requests are made within sufficient time to allow DBE firms to respond. The contractor should take the initiative to contact firms which have indicated an interest in participating as a subcontractor/supplier.

**NEGOTIATION EFFORTS** - should include your efforts to make a portion of the project work available consistent with the availability and capabilities of our DBE firms in order to facilitate DBE participation. You are encouraged to break out contract work items into smaller economically feasible subcontracts to ensure DBE participation. As a part of your negotiation you should make plans/specifications available to the DBE firms which have shown an interest in participating. When negotiating with DBE firms a contractor should use good business judgment by considering price and capability, as well as, project goals. A contractor is not expected to accept a price that is not reasonable and is excessive. Comparison figures should accompany your good faith effort submittal which supports the price differential.

**ASSISTANCE EFFORTS** - should include your efforts to assist DBE firms in obtaining bonding, lines of credit, insurance, equipment, materials, supplies or other project related assistance. Contractors are encouraged to assist firms with independently securing/obtaining these resources. A contractor may not provide these resources to the DBE firm, except in certain instances were joint checks are permissible with DOTD’s prior approval. The level of assistance should be limited to referral sources, introductions, and making initial contacts with industry representatives on the DBE firm’s behalf.

**ADDITIONAL EFFORTS** - could include any additional efforts to utilize the services of minority/women organizations, groups; local, state and federal business offices which provides assistance in the recruitment and placement of DBE firms. Utilizing the services offered by the department’s DBE supportive services consultant for assistance with advertisement and recruitment efforts. Contractors are encouraged to undertake and document any other efforts taken in their attempt to fulfill the project goal.
VENDOR REGISTRATION FORM

RFP Number: ______________________________________________________________

RFP Description: __________________________________________________________

Company Name/Vendor: _____________________________________________________

Address: __________________________________________________________________

City / State / ZIP: __________________________________________________________

Contact Person: _____________________________________________________________

Title: _____________________________________________________________________

Office Number: __________________________________________________________________

Fax Number: __________________________________________________________________

Cell Number: __________________________________________________________________

Email Address: __________________________________________________________________

Website: _____________________________________________________________________

DUNS: _____________________________________________________________________

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

Send to:

Darryl Grayson, Contracts & Procurement Manager
Birmingham-Jefferson County Transit Authority
1801 Morris Avenue 2nd Floor
Birmingham, Alabama 35203
Direct: (205) 521-0144
Fax: (205) 521-0154
Email: dgrayson@bjcta.org
FEDERAL CLAUSES & CERTIFICATIONS

Materials & Supplies

Birmingham-Jefferson County Transit Authority
1801 Morris Avenue
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.

Buy America Certification (Steel and Manufactured Products)
Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than $100,000)
Contractor shall comply with 49 USC 5323(j) and 49 CFR 661, as amended by MAP-21 stating that Federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the US for 15 passenger vans and 15 passenger wagons produced by Chrysler Corp., software, microcomputer equipment and small purchases (currently less than $100,000) made with capital, operating or planning funds. Separate requirements for rolling stock are stated at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock must be manufactured in the US and have a minimum 60% domestic content. A bidder or offeror shall submit appropriate Buy America certification to the recipient with all bids on FTA-funded contracts, except those subject to a general waiver. Proposals not accompanied by a completed Buy America certification shall be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Cargo Preference
Contracts involving equipment, materials or commodities which may be transported by ocean vessels. These requirements do not apply to micro-purchases ($3,000 or less, except for construction contracts over $2,000).
Contractor shall: a. use privately owned US-Flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners and tankers) involved, whenever shipping any equipment, material or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for US flag commercial vessels; b. furnish within 20 working days following the loading date of shipments originating within the US or within 30 working days following the loading date of shipments originating outside the US, a legible copy of a rated, “on-board” commercial bill-of-lading in English for each shipment of cargo described herein to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the recipient (through contractor in the case of a subcontractor's bill-of-lading); c. include these requirements in all subcontracts issued pursuant to this contract when the subcontract involves the transport of equipment, material or commodities by ocean vessel.

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

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.

**Recycled Products**

All contracts for items designated by the EPA, when the purchaser or contractor procures $10,000 or more of one of these items during the current or previous fiscal year using Federal funds. The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

**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
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 contract 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".


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,


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
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,
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

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.

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 municipal 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**

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

**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

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
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 __________________________________________
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 ________________
BUY AMERICA CERTIFICATION
(Steel or Manufactured Products)

General Requirement (as stated in 49 CFR 661.5)

(a) Except as provided in 49 CFR 661.7 and 49 CFR 661.11, no funds may be obligated by FTA for a grantee project unless all iron, steel, and manufactured products used in the project are produced in the United States.

(b) All steel and iron manufacturing processes must take place in the United States, except metallurgical processes involving refinement of steel additives.

(c) The steel and iron requirements apply to all construction materials made primarily of steel or iron and used in infrastructure projects such as, transit or maintenance facilities, rail lines, and bridges. These items include, but are not limited to, structural steel or iron, steel or iron beams and columns, running rail and contact rail. These requirements do not apply to steel or iron used as components or subcomponents of other manufactured products or rolling stock, or to bimetallic power rail incorporating steel or iron components.

(d) For a manufactured product to be considered produced in the United States:
   (1) All of the manufacturing processes for the product must take place in the United States; and
   (2) All of the components of the product must be of U.S. origin. A component is considered of U.S. origin if it is manufactured in the United States, regardless of the origin of its subcomponents.

If steel, iron, or manufactured products (as defined in 49 CFR 661.3 and 661.5) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder or offeror in accordance with the requirement contained in 49 CFR 661.13(b).

Certificate of Compliance with Buy America Requirements.
The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Company

Name ___________________________ Title ___________________________

Signature ___________________________ Date ___________________________

Certificate of Non-Compliance with Buy America Steel or Manufactured Products Requirements. The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 C.F.R. 661.7.

Company

Name ___________________________ Title ___________________________

Signature ___________________________ Date ___________________________