

January 2015

Request for Proposals

Maintenance Facility Office Construction

RFP# 2015-1B



Macon-Bibb County Transit Authority

Historic Terminal Station
Suite 100
200 Cherry Street
Macon, Georgia 31201

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NOTICE TO RESPONDENTS

Macon-Bibb County Transit Authority (MTA) hereinafter referred to as the “MTA”) is soliciting a Request for Proposal (RFP) from firms and individuals qualified to provide maintenance facility office space construction.

This Request for Proposal (hereinafter RFP) is set out in the following format:

- SECTION I. Introduction
- SECTION II. Instructions to Respondents
- SECTION III. Scope
- SECTION IV. Statement Response Requirements
- SECTION V. Required Forms

Statements will be accepted, at the MTA’s office located at 200 Cherry Street, until 5:00 p.m., Eastern Standard Time (EST), Monday, January 5, 2015. Statements received after this date and time will not be accepted. Statements are not opened with regular mail.

All questions and inquiries related to this RFP must be directed to: Richard Jones, General Manager/CEO, until 5:00 p.m. (EST), Monday, January 26, 2015 to the address above, or via e-mail to rjones@mta-mac.com

Respondents are not to contact other Agency personnel with any questions or clarification requests concerning this RFP. The General Manager/CEO will provide all official communication concerning this RFP.

I. INTRODUCTION

1. GENERAL

MTA is dedicated to providing public transportation services to the community and its visitors so as to achieve greater mobility, and experience a cleaner, healthier environment with less traffic congestion.

2. OVERVIEW

The purpose of this Request for Proposal is to prequalify and identify Respondents capable of providing maintenance facility office space construction. All services performed shall be restricted to the purposes defined in Section III, Scope of Services.

3. RFP SCHEDULE

The following estimated time line should be used as a working guide for planning purposes. The MTA reserve the right to adjust this time table as required during the course of the RFP process. The MTA will make good faith efforts to notify potential Respondents of adjustments to the schedule; however, ultimate responsibility for obtaining notice of changes lies with the Respondent. Any changes to the proposed schedule will be listed at www.mta-mac.com.

RFP Out for Bid	Monday, January 5, 2015
Questions/Request for Clarification Deadline	Monday, January 26, 2015
RFP Request Deadline	Monday, February 16, 2015
Award Due	Tuesday, February 17, 2015

4. COST INCURRED BY RESPONDENT

MTA is not liable for any cost incurred by prospective Respondents in the preparation submitted in response to this RFP, in presentations by the Respondent, or any other activities related to responding to this RFP.

5. EVALUATION OF STATEMENTS

An Evaluation Committee and/or the General Manager/CEO will examine Statements to eliminate those which are determined non-responsive to the stated requirements. The Evaluation Committee and/or the General Manager/CEO will then evaluate Statements and establish the RFP based upon Respondent's technical capabilities and responsibility. **COST WILL NOT BE CONSIDERED** when establishing the RFP.

The Evaluation Committee and/or the General Manager/CEO will apply the technical evaluation criteria set forth in the RFP or in any addenda issued.

The Evaluation Committee and/or the General Manager/CEO will reserve the right to request additional information from any Respondent.

6. EVALUATION SCORING MEASURES

The Evaluation Committee and/or the General Manager will evaluate Statements received on the following factors.

Category	Evidence	Point Value
Experience	Licensing, certifications and training. Length of time providing required commodities and service.	Up to 30
Responsibility	Possession or ability to obtain the required insurance with coverage values that meet minimum requirements of this RFP and the State of Georgia Commerce and Insurance Department. Financial capability to deliver the requested goods/services. Bonding Capacity	Up to 20
Technical Capabilities	Projects completed. Brief Technical Descriptions of work performed on behalf of Project Owners. Completed projects of similar size and scope. Tool and equipment resources.	Up to 50
Total Points		100

Statements shall be evaluated on the basis of the responses to the questions and requirements in this RFP.

7. STATEMENT ACCEPTED

Each Respondent submits their Statement with the understanding that acceptance in writing MTA of the offer to furnish the services requested shall bind the Respondent to furnish the services pending execution of a contract.

8. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

DBE participation is encouraged either in the capacity of the prime contractor or subcontractor. Respondents may be required to document their activities in the proposal and selection of any subcontractor(s) to ensure the process is nondiscriminatory. To be considered a certified DBE, the organization must be registered with Georgia DBE Certification Program. Respondents are required to make a good faith effort to cooperate with MTA in meeting its DBE participation commitments for goods and services for fiscal year 2014.

II. INSTRUCTIONS TO RESPONDENTS

1. REQUESTS FOR CLARIFICATION

Any person in doubt as to the true meaning of any part of this RFP (or finds discrepancies in or omissions from the requirements) may submit to the General Manager/CEO, a written request for an interpretation or correction by 5:00 p.m. (EST), Monday, January 26, 2015. Only written requests will be accepted. All questions and inquiries related to this RFP must be directed to: Richard Jones, General Manager/CEO, to the address above, or via e-mail to rjones@mta-mac.com. The person submitting the request will be responsible for its prompt delivery verification.

The request must be fully supported with detailed information and reference to a section of the RFP, if applicable, to assist MTA in determining whether the request is or is not valid. Any corrections or changes to this RFP will be distributed to recipients who submitted the “Addenda Request” at the address provided. **Verbal questions will not be answered to prevent giving an unfair advantage to any Respondent.**

2. DELIVERY OF STATEMENTS

The Respondent must submit one (1) original paper and two (2) additional paper copies by Monday, February 16, 2015 not later than 5:00 p.m. EST to the following address:

Richard Jones, General Manager/CEO
Macon-Bibb County Transit Authority
200 Cherry Street
Macon, GA 31201

The sealed envelope, box, or appropriate package must be clearly marked with “**Maintenance Facility Office Construction**” on the lower left side and “**DO NOT OPEN WITH REGULAR MAIL.**” The Agencies will not consider Statements received after the time and date specified.

Respondents are solely responsible for delivery of their Statement on time. Respondents who rely on overnight delivery services, local couriers, or other delivery services remain solely responsible for timely delivery of the Statement and assume all risk of late delivery or no delivery. Statements will not be opened publicly.

MTA reserves the right to cancel this RFP in writing or postpone, or extend the date and time for submitting Statements at any time prior to the submission deadline. MTA reserves the right to reject any or all Statements, to waive any or all informalities or irregularities in the Statements received, to investigate the qualifications and experience of any Respondent, to reject any provisions in any Statement, to modify RFP contents, to obtain new Statements, or to negotiate the requested services and contract terms with any Respondent. MTA reserves the right to award the requested goods or services in full, in part and/or a single item to one or more Respondents. The Agencies will determine the most responsive Respondent whose Statement is most advantageous.

The submission of a Statement shall constitute an acknowledgement that the Respondent has thoroughly examined and is familiar with the RFP, including the Scope of Services, the addenda if any, and has reviewed and inspected all applicable statutes, regulations, ordinances and resolutions dealing with or related to the services requested.

Statements must indicate that the firm is prepared to enter into a contract with MTA in accordance with the terms and conditions set forth in this RFP, any addenda, and proposed contract.

3. STATEMENT WITHDRAWAL

Respondents will be given permission to withdraw their Statement after it has been delivered to MTA provided Respondent makes their request by e-mail, on organizations letterhead, twenty four (24) hours prior to the Statement due date and time. Requests pertaining to withdrawal by telephone or e-mail must be confirmed in writing by the Respondent and must reach the office of Richard Jones, not later than one (1) hour prior to the time fixed for submission of Statements. Statements which are timely withdrawn shall be returned to the Respondent unopened, at Respondents expense.

4. UNACCEPTABLE STATEMENT

MTA will not accept Statements or award any contract to any person, firm or corporation that is in arrears or is in default to MTA upon any debt or contract, has defaulted on surety or other obligation or has failed to perform faithfully any previous contract for MTA.

5. REJECTION OR ACCEPTANCE OF STATEMENT

MTA reserves the right to accept or reject any or all or any part of any Statements. Any Statement which is incomplete, conditional, obscure, or which contains additions not called for, or irregularities of any kind, may be cause for rejection of the Statement. If there is a discrepancy between the price written and the price listed in figures the MTA acknowledge that the price written is the correct price.

6. PUBLIC RECORDS/CONFIDENTIALITY

The Statements received become the exclusive property of the MTA. When a contract award is approved by the MTA, all Statements submitted in response to this RFP shall become a matter of public record and shall be regarded as public records, with the exception of those elements of each Statement that are marked as "TRADE SECRET," "CONFIDENTIAL" or "PROPRIETARY." If required by law or by an order of a court, MTA may be required to disclose such records or portions thereof, including without limitation those so marked. Statements that indiscriminately identify all or most of the Statement as exempt from disclosure without justification may be found to be technically unacceptable.

7. FORMS PROVIDED

Respondents must submit their Statement on the forms provided or copies thereof. The Respondent or an authorized representative of the firm must sign the Statement. Any erasures, corrections or other changes appearing on the Statement form must be initialed and dated by the person signing the Statement.

III. SCOPE

1. INTRODUCTION

The purpose of this Request for Proposal is to qualify Respondents capable of providing maintenance facility office construction work at MTA's. This RFP establishes minimum requirements a Respondent must meet in order to be eligible for consideration, as well as information Respondents must include in the submittal.

2. GENERAL

This RFP will require Respondents to:

- a) Submit a technical statement of qualification
- b) Submit a sealed bid including cost
- c) Respond to any Request for Additional Information

3. REQUIREMENTS

The construction work shall be performed at the maintenance facility location at 2737 Broadway Street. MTA intend to qualify multiple Respondents in the following seven (7) work categories:

Work Category	General Description
Carpentry/Roofing	Construct, erect, install structures and fixtures made of wood, such as concrete forms; building frameworks, including partitions, joists, studding, and rafters; and wood stairways, window and door frames, and hardwood floors. May also install cabinets, siding, drywall and batting or roll insulation. Includes brattice builders who build doors or brattices (ventilation walls or partitions) in underground passageways. Concrete shall be poured, formed and secured to insure strength and durability.
Concrete	Smooth and finish surfaces of poured concrete, such as floors, walks, sidewalks or curbs using a variety of hand and power tools. Align forms for sidewalks, curbs, or gutters, and use saws to cut expansion joints. Clear and close seams or crevices on concrete panels in order to make them water and air tight. Reinforce concrete surfaces as needed to insure strength and durability.
Electrical	Install electrical wiring, equipment, and fixtures. Ensure that work is in accordance with relevant codes.
Painting & Coating	Set up, operate, or tend machines to coat/paint any of a wide variety of products, including concrete, metal, plastic, paper, or wood, with lacquer, silver, copper, rubber, varnish, glaze, enamel, oil, water and rust-proofing materials.
Plumbing	Assemble, install, or repair pipes, fittings, or fixtures of heating, water, or drainage systems, according to specifications or plumbing codes.
HVAC	Install heating and air conditioning systems as needed.
Welding	Use hand-welding or flame-cutting equipment to weld or join metal components or to fill holes, indentations, or seams of fabricated metal products.

IV. STATEMENT OF QUALIFICATION RESPONSE REQUIREMENTS

A. STATEMENT FORMAT

Respondents shall include all of the items listed below in their Statement of Qualification for this RFP. Each section should be clearly labeled, with pages numbered. Sections must be separated by tabs. This format is necessary for evaluation purposes. A more detailed explanation of requested services is found in Section III, Scope of Services.

Statements shall be prepared simply and economically providing a straightforward, concise description of capabilities to satisfy the technical requirements of this RFP. Emphasis should be on completeness and clarity of content with sufficient detail to allow for accurate evaluation and comparative analysis. Please be advised each Part referenced below is the minimum requirement requested by MTA.

Statements shall include five (5) tabbed Parts including the content outlined below:

Part: 1 Cover Letter

A brief cover letter from the Respondent must be prepared on the firm's letterhead and signed by a representative authorized to enter into contract with MTA. It must contain at least the following information:

1. Description and history related to the requested services.
2. Description of the Respondent's financial status related to delivering the defined scope of services.
3. Designation of the individual who would serve as the technical primary point of contact. Include contact's name, title, address, office and cellular phone numbers, and email address.
4. Designation of the individual who would receive all further correspondence related to the project.
5. Include the physical street address of the firm's office responsible for the proposed work.

Part: 2 Responsibility

Include the following:

1. Copy of your firm's current Georgia Business License
2. Copy of current Contractor's License or Certification recognized by the State of Georgia (If applicable)
3. Federal Identification Number/Employer Identification Number
4. Single and aggregate bonding limits
5. Description of current insurance coverage levels for General Liability, Automobile and Workers Compensation (Endorsed insurance certificates are not required at this time)
6. Number of employees
7. DUNS Number

Part: 3

Technical Capability

Work Category Table(s): Complete one Table (below) for each of the seven (7) work categories your company seeks prequalification. List not more than five (5) Project Owners per work category. Make copies as needed.

Work Category: _____

Project Owner	Contact Name & Phone Number	Brief Technical Description of Work	Project Tools & Equipment	Contract Amount

Part: 4

FTA Required Forms

To be considered responsive, Respondents must include all of the forms provided in Section V of the RFP. This form must be completed and returned with the bid. Failure to return this form may be cause for considering your bid non-responsive.

	Vendor	MACON-BIBB COUNTY TRANSIT AUTHORITY
	Check Off	Check Off
Exhibit I-1: Request for Approval or Exception	_____	_____
Exhibit I-2: Addendum Page	_____	_____
Exhibit I-3: DBE Statement	_____	_____
Exhibit I-4: Ineligible Contractors	_____	_____
Exhibit I-5: Affidavit & Information Required	_____	_____
Exhibit I-6: Buy America Requirements	_____	_____
Exhibit I-7: Lobbying Certification	_____	_____
Exhibit I-8: Affirmative Action Compliance	_____	_____
Exhibit I-9: Buy America Requirements	_____	_____
Exhibit I-10: Cargo Preference Requirements	_____	_____
Exhibit I-11: Energy Conservation Requirements	_____	_____
Exhibit I-12: Clean Water Requirements	_____	_____
Exhibit I-13: Bus Testing	_____	_____
Exhibit I-14: Pre-Award & Post Delivery	_____	_____
Exhibit I-15: Access To Records & Reports	_____	_____
Exhibit I-16: Federal Changes	_____	_____
Exhibit I-17: Clean Air	_____	_____
Exhibit I-18: Recycled Products	_____	_____
Exhibit I-19: Work Hours & Safety Standards	_____	_____
Exhibit I-20: No Government Obligation To Third Parties	_____	_____
Exhibit I-21: Program Fraud & False or Fraudulent Statements	_____	_____
Exhibit I-22: Termination	_____	_____

Exhibit I-23: Government-Wide Debarment And Suspension	_____	_____
Exhibit I-24: Privacy Act	_____	_____
Exhibit I-25: Civil Rights Requirements	_____	_____
Exhibit I-26: Breaches & Dispute Resolution	_____	_____
Exhibit I-27: State & Local Law Disclaimer	_____	_____
Exhibit I-28: Incorporation of Federal Transit Administration (FTA) Terms	_____	_____
Exhibit I-29: Conflict of Interest Statement	_____	_____

Part: 5

Acceptance of the Proposed Terms and Conditions of RFP

Written acceptance of any exceptions to the scope of services, general terms and conditions, or other requirements listed in the Request for Proposal (RFP).

Any proposed exceptions or changes to the terms and conditions must be herein stated. MTA reserves the right to make changes to the Request for Proposal (RFP).

B. GENERAL TERMS AND CONDITIONS

1. General Requirements

The parties shall fully cooperate with one another, and shall take any additional acts that may be necessary, appropriate, or convenient to attain the purposes of this RFP and any contract entered into.

2. Respondent Affidavits Non-Collusion

The Respondent guarantees that the Statement of Qualification submitted is not a product of collusion with any other Respondent. An affidavit of Non-collusion Form is included and must be signed and submitted with Statement.

3. Insurance Requirements

Respondents to this RFP will be required upon award to obtain and maintain throughout the agreement period the following types of insurance with limits not less than those set forth below:

Commercial General Liability	\$1,000,000 combined single limit each occurrence for bodily injury and property damage
Automobile	Automobile Liability insurance in amounts of not less than a combined single limit of \$1,000,000 covering contractors owned, non-owned, leased, or rented vehicles
Workers' Compensation	Coverage A – Statutory Coverage B - \$100,000

Upon request, the Respondent will provide a Certificate of Coverage with MTA named as Certificate Holder.

The Respondent shall indemnify and hold harmless MTA from any and all damages, loss or injury, lawsuits, claims, demands or liens resulting from any performance of Respondent's employees or subcontractors.

MTA may request additional insurance and/or coverage as may be required.

4. Interest of Members of MTA

No member of the governing body of MTA, other officer, employee or agent who exercises any functions or responsibilities in connection with the carrying out of the activities, to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.

5. Interest of Other Local Public Officials and State Officials

No member of the governing body Macon Consolidated Government and no other public official of such locality, who exercises any functions or responsibilities in the review or approval of the carrying out of activities to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract. No part of the proceeds shall be paid directly or indirectly to any officer or employee of the State of Georgia as wages, compensation or gifts in exchange for acting as officer, agent, employee, subcontractor, or Respondent to MTA in connection with any work contemplated or performed relative to this Contract.

6. Interest of Members, Or Delegates to Congress

In accordance regulation, no member of, or delegate to, the Congress of the United States shall be admitted to any share or part of this Contract, or to any benefit arising there from.

7. Interest of the Respondent

The Respondent covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The Respondent further covenants that no person having such interest shall be employed in the performance of this Contract.

8. Workers Compensation Act

The Respondent shall comply with the State Law known as the Workers' Compensation Act and shall pay into the State Insurance Fund the necessary premiums required by the Act to cover all employees furnishing said services MTA, and under the control of the Respondent, and shall relieve the MTA from any costs due to accidents and other liabilities mentioned in said Act.

9. Social Securities Act

The Respondent shall be and remain an independent Respondent with respect to all services performed and agrees to and does accept full and exclusive liability for payment of any and all contributions or taxes for social security, unemployment insurance, and retirement benefits or annuities imposed under any State and Federal law which are measured by the wages, salaries, or other remunerations paid to persons by the Respondent for work performed under the terms of this contract. The Respondent agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or may be issued or promulgated under laws authorized by State or Federal officials; and Respondent also agrees to indemnify and save harmless the Agencies from any contributions or liability therefore.

10. Equal Employment Opportunity

In implementing the Project/Contract, the Respondent may not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age or national origin. The Respondent agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, sex, disability, age or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Respondent shall insert the foregoing provisions (modified only to show the particular contractual relationship) in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

11. Authority to Enter Contract

The Respondent has all requisite power and authority to conduct its business and to execute, deliver, and perform services specified in the RFP and any Contract that may be issued. The Respondent warrants that the individuals who have signed the Statement of Qualification have the legal right and authority to bind the Respondent.

12. Authorization of Statement of Qualification

If the Statement of Qualification is made by an individual doing business under an assumed name, the Statement shall so state. If the Statement is made by a partnership, the full name and addresses of each member and the address of the partnership shall be given and the Statement shall be signed by one member thereof. If the Statement is made by a corporation, it shall be signed in the corporate name by an authorized officer. If the Statement is made by a joint venture, the full name and address of each member of the joint venture shall be given and the Statement shall be signed by each venture. Form(s) is included to be filled out and submitted with Statement.

13. Subcontract Approval

Respondent shall contain a provision making the subcontractor(s) subject to all provisions stipulated in the Contract. The Respondent shall be fully responsible for all services performed by any subcontractor.

14. Protest

A. Definitions for Purposes of the Section

The term “days” refers to working days of the Authority.

The term “interested party” means any person (a) who is an actual Respondent or prospective Respondent in the procurement involved, and (b) whose direct economic interest would be affected by the award of the contract or by a failure to award the contract.

Note – The Federal Transit Administration (FTA) will be notified by MTA of all formal, written protests, when FTA funds are involved.

B. MTA will hear and consider a bona fide protest regarding its procurement actions. It is anticipated that the majority of protests will be evaluated and finally decided by MTA. Accordingly, MTA intend to provide a thorough review of all bona fide bid protests. MTA’s primary concern, however, is the timely procurement of needed capital equipment, supplies or services. It does not intend to allow the filing of protests to unnecessarily delay the procurement process, especially if the protest involved is vexatious or frivolous in nature.

Notwithstanding the availability of these protest procedures, any interested party is encouraged to exhaust all methods described in this section of resolving an issue before filing a formal protest with MTA. In its consideration of a protest, MTA reserves the right to give due consideration to the good faith efforts of the protestor to resolve the issue involved through informal methods.

C. Submission of Protest

Any interested party may file a protest with MTA on the basis that MTA have failed to comply with applicable Federal or State Regulations or with the MTA’ procurement. The protest must be filed in accordance with the timing requirements set forth in Subsection D. “Types of Protests and Timing” of this Section, and must include:

- The name, phone number, e-mail and address of the protestor.
- The RFP and/or proposed contract number.
- A statement of grounds for the protest, a statement as to what relief is requested, and in particular the Federal or State law or the Agencies process alleged to have been violated. This statement should be accompanied by any supporting documentation the protesting party desires MTA to consider in making its decision.

Protest should be submitted to:

General Manager/CEO
200 Cherry Street
Macon, GA 31201

D. Types of Protests and Timing

The requirement for timely filing of protest with MTA will depend upon the type of protests involved. MTA will consider the following three types of protest by interested parties:

1. Protest regarding Statement

Any protest regarding the RFP must be filed no later than five (5) business days before Statement due date. Any protest filed after that date regarding the RFP will not be considered by MTA.

This type of protest would include any claim that the Statement contained exclusionary or discriminatory specification, any challenge to the basis of award, or any claim that the Statement documents or the Statement process violated applicable Federal or State law, or that MTA failed to follow its procurement process.

2. Protests regarding Requirements and Responsiveness

Any protest regarding the requirements and responsiveness of the respondents' qualifications by MTA must be filed with the MTA no later than five (5) business days after receipt of letter of notification of non-responsiveness. Any protest filed after such date regarding the requirements and responsiveness will not be considered by MTA.

This type of protest would include any challenge to determinations by MTA of the responsiveness of or the responsibility of a Respondent, or any claim that the requirements and responsiveness of Statement violated Federal or State law or the MTA's procurement process.

3. Protest Regarding Receipt of Non-Award Notification

Any protest regarding the award of the contract must be filed no later than five (5) business days after receipt of Non-Award Notification. Any protest regarding the award of the contract filed after that date will not be considered by MTA.

This type of protest will only be entertained by MTA if the protestor is able to demonstrate that the party awarded the contract fraudulently represented itself as a responsible Respondent or that the Agencies violated Federal or State regulations or its procurement process in the award of the contract.

E. MTA's Response

MTA will notify the protestor upon timely receipt of a protest and may, where appropriate, request additional information from the protestor. MTA may, at its discretion, meet with protestor to review the matters raised by the protest. MTA's consideration of the particular types of protests will, except as otherwise stated in Subsection 2. "Decisions by the MTA" of this Section E. "MTA's Response" in accordance with the following provisions:

1. Types of Protests

a. Protest regarding RFP

Upon receipt of a timely filed protest regarding the RFP, MTA will postpone the opening until resolution of the protest. No additional Statements will be accepted during the period of postponement.

If the protest regarding the RFP involves a claim of unduly restrictive or exclusionary specifications, MTA will, in evaluation of the protest, consider both the specific need of MTA for the feature or item challenged and any effects on competition of including the specifications regarding that feature or item. If MTA determine that such feature or item was included in the specification in order to meet justified and valid transit needs MTA, and was not unduly restrictive of competition or designed to exclude a particular competitor, then MTA will have grounds to deny the protest.

b. Protest regarding requirement and responsiveness

Upon receipt of a timely filed protest regarding the requirements responsiveness, MTA will suspend its evaluation of all Statements submitted until resolution of the protest, if MTA determine that the protestor has established that there are reasonable doubts regarding the responsiveness of a Statement or the responsibility of a Respondent or regarding MTA compliance with Federal or State Regulations or its procurement process.

c. Protests after non-award notification

Upon receipt of a timely filed protest regarding the non-award notification, MTA will not proceed with contract, if necessary, until the resolution of the protest if MTA determine that the protestor has established a prima facie case that the contract was awarded fraudulently or in violation of that Federal or State Regulations or MTA's procurement process.

2. Decisions by MTA

As indicated above, in most instances MTA will suspend the procurement process upon receipt of a bona fide protest. However, MTA reserve the right, notwithstanding the pendency of a protest, to proceed with the appropriate action in the procurement process or under the contract in the following cases:

- a. where the item to be procured is urgently required;
- b. where the Agencies determine that the protest was vexatious or frivolous; and
- c. where delivery or performance will be unduly delayed or other undue harm will occur, by failure to make the award promptly

After reviewing the protest submitted under this section, MTA will issue a written decision of the basis of the information provided by the protestor, the results of any meetings with protestor, and MTA's own investigation. If the protest is upheld, MTA will take appropriate action to correct the procurement process and protect the rights of the protestor, including re-solicitation, revised evaluation of Statement or MTA's determination, or termination of the contract. If the protest is denied, the MTA will lift any suspension imposed and proceed with the procurement process.

F. FTA Protest Procedure

Reviews of protests by FTA will be limited to claims that MTA failed to have or follow protest procedures, or claims MTA failed to review a complaint or protest. A protestor must exhaust all administrative remedies with the MTA before pursuing a protest with FTA. An appeal to FTA must be received by the cognizant FTA regional or Headquarters Office within five (5) working days of the date the protester knew or should have known of the violation.

Violations of Federal law or regulation will be handled by the complaint process stated within that law or regulation. Violations of State or local law or regulations will be under the jurisdiction of State or local authorities.

15. Additional Services Request

MTA reserve the right to request Additional Services under this RFP that may not be specifically identified within. Respondents are encouraged to identify and provide supporting statements for any other area(s) of services not listed in the Scope that may be related to Additional Services and the work of MTA.

16. Publication and Media Restrictions

The Respondent shall not publish or reproduce subject data in whole or in part, or in any manner or form, without the advance written consent of MTA, unless MTA have released or approved the release of that data to the public.

17. Gratuities and Kickbacks

It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or Statement therefore. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the MTA contracts.

V. REQUIRED FORMS

EXHIBIT I-1

REQUESTS FOR APPROVAL OR EXCEPTION

(prospective bidders must supply this form for each approved equal request)

DATE: _____ PAGE: _____

MANUFACTURER: _____

SECTION: _____ PAGE: _____

BIDDER'S REQUEST:

RESPONSE:

APPROVED: _____

DENIED: _____

COMMENTS:

SIGNATURE: _____ DATE: _____

EXHIBIT I-2

AMENDMENT PAGE

The undersigned acknowledges receipt of the following amendments to the Documents.

(Give number and date of each):

Amendment No. _____ Dated _____

Failure to acknowledge receipt of all amendments may cause the bid to be considered non- responsive to this Invitation for Bids, which will require rejection of the bid.

EXHIBIT I-3

**BIDDER'S CERTIFICATION OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) SUBMISSION
TO FTA**

The _____ (name of third party contractor) hereby certifies that it has submitted plans for the participation of Disadvantaged Business Enterprise (DBE) in conformation to the U. S. Department of Transportation's Minority business Enterprise Regulations (49 CFR, Part No. 23) and are eligible to bid on vehicle contract awarded under assistance from the Federal Transit Administration (FTA).

Signed _____

Firm Name _____

Subscribed and sworn to before me this

_____ day of _____, 20____.

Notary Public

My Commission expires _____, 20____.

EXHIBIT I-4

INELIGIBLE CONTRACTOR'S CERTIFICATE

"The _____ (name of third-party contractor) hereby certifies that it is/is not (under-score one) included on the U. S. Comptroller General's Consolidated List of Persons or Firms Currently Debarred for Violations for Various Public Contracts Incorporating Labor Standards Provisions.

Company

By: _____

Title

Date: _____

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION 49 CFR Part 29 Executive Order 12549

Applicability to Contract

Executive Order 12549, as implemented by 49 CFR Part 29, prohibits FTA recipients and sub-recipients from contracting for goods and services from organizations that have been suspended or debarred from receiving Federally-assisted contract. As part of their applications each year, recipients are required to submit a certification to the effect that they will not enter into contract over \$100,000 with suspended or debarred contractors and that they will require their contractors (and their subcontractors) to make the same certification to them.

Flow Down

Contractors are required to pass this requirement on to subcontractors seeking subcontract over \$100,000. Thus, the terms "lower tier covered participant" and "lower tier covered transaction" include both contractors and subcontractors and contract and subcontracts over \$100,000.

Model Clause/Language

(Instructions) The certification and instruction language is contained at 29 CFR Part 29, Appendix B, and must be included in IFB's and RFP's [for inclusion by contractors in their bids or proposals] for all contracts over \$100,000, regardless of the type of contract to be awarded.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Lower Tier Covered Transactions (Third Party Contracts over \$100,000).

Instructions for Certification

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

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, (Recipient) may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to (Recipient) if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact (Recipient) for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by (Recipient).
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, (Recipient) may pursue available remedies including suspension and/or debarment.

"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction"

- (1) The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

EXHIBIT I-5

AFFIDAVIT AND INFORMATION REQUIRED OF BIDDERS

Affidavit of Non-Collusion

I hereby swear (or affirm) under the penalty for perjury:

1. That I am the bidder (If the bidder is an individual, a partner in the bid (if the bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the bidder is a corporation));
2. That the attached bid or bids has been arrived at by the bidder independently and have been submitted without collusion and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or service described in the invitation to bid, designed to limit independent bids or competition;
3. That the contents of the bid or bids has not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids, and will not be communicated to any such person prior to the official opening of the bid or bids; and
4. That I have fully informed myself regarding the accuracy of the statements made in the affidavit.

SIGNED _____

FIRM NAME _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary public

My Commission expires _____, 20____.

Proposer's E.I. Number _____
(number used on employer's Quarterly Federal Tax Return)

EXHIBIT I-6

BUY AMERICA REQUIREMENTS 49 U.S.C. 5323(j), 49 CFR Part 661

Applicability to Contracts

The Buy America requirements apply to the following types of contracts: Construction Contract and Acquisition of Goods or Rolling Stock (valued at more than \$100,000).

Flow Down

The Buy America requirements flow down from FTA recipients and sub-recipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

Mandatory Clause/Language

The Buy America regulation, at 49 CFR 661.13, requires notification of the Buy America requirements in FTA-funded contracts, but does not specify the language to be used. The following language has been developed by FTA.

Buy America - The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide 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 United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content. A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.

Date _____

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D) and the applicable regulations in 49 CFR 661.7.

Date _____

Signature _____

Company Name _____

Title _____

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

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

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 CFR Part 661.

Date _____
Signature _____
Company Name _____
Title _____

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

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

Date _____

Signature _____

Company Name _____

Title _____

EXHIBIT I-7

LOBBYING 31 U.S.C. 1352 49 CFR Part 19 49 CFR Part 20

Applicability to Contracts

The Lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down

The Lobbying requirements mandate the maximum flow down, pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5) and 49 C.F.R. Part 19, Appendix A, Section 7.

Mandatory Clause/Language

- Clause and specific language therein are mandated by 49 CFR Part 19, Appendix A.

Modifications have been made to the Clause pursuant to Section 10 of the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*]

- Lobbying Certification and Disclosure of Lobbying Activities for third party contractors are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.110(d)

- Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that contractors file the certification required by 49 CFR Part 20, Appendix A.

Modifications have been made to the Lobbying Certification pursuant to Section 10 of the Lobbying Disclosure Act of 1995.

- Use of "Disclosure of Lobbying Activities," Standard Form-LLL set forth in Appendix B of 49 CFR Part 20, as amended by "Government wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.

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.

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

EXHIBIT 1-8

AFFIRMATIVE ACTION COMPLIANCE PROGRAM

The Undersigned certifies to the Macon-Bibb County Transit Authority that if the undersigned has fifty (50) or more employees and a contract with the Macon-Bibb County Transit Authority for the furnishing of supplies or services or for the use of real or personal property in the amount of \$50,000 or more, that it has developed and is maintaining a written Affirmative Action Plan for each of its establishment as required by OFCCP Regulations 41 CFR 60-1.4, 60-250-5, and 60-741.5.

CERTIFICATION OF NONSEGREGATED FACILITIES

The undersigned also certifies to the Macon-Bibb County Transit Authority that it does not maintain or provide for its employees any segregated facilities (i.e. with regard to race, color, religion, age, gender, disability or national origin) at any of its establishments and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained.

The undersigned further agrees that it will obtain identical certification from its subcontractors prior to the award of subcontractors exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that it will retain such certifications in its files.

PLEASE CHECK ONE:

_____ Our Company will comply with the foregoing to the extent required by law.

_____ Our Company is exempt from the provisions of the Equal Opportunity Clause.

Date of Execution: _____

Name of Executing Officer: _____

Title: _____

Company Name: _____

Address: _____

EXHIBIT I-9

FLY AMERICA REQUIREMENTS

49 U.S.C. §40118

41 CFR Part 301-10

Applicability to Contracts

The Fly America requirements apply to the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the FTA will participate in the costs of such air transportation. Transportation on a foreign air carrier is permissible when provided by a foreign air carrier under a code share agreement when the ticket identifies the U.S. air carrier's designator code and flight number. Transportation by a foreign air carrier is also permissible if there is a bilateral or multilateral air transportation agreement to which the U.S. Government and a foreign government are parties and which the Federal DOT has determined meets the requirements of the Fly America Act.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down Requirements

The Fly America requirements flow down from FTA recipients and sub-recipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

Model Clause/Language

The relevant statutes and regulations do not mandate any specified clause or language. FTA proposes the following language.

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

EXHIBIT I-10

CARGO PREFERENCE REQUIREMENTS

46 U.S.C. 1241

46 CFR Part 381

Applicability to Contracts

The Cargo Preference requirements apply to all contracts involving equipment, materials, or commodities which may be transported by ocean vessels.\

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down

The Cargo Preference requirements apply to all subcontracts when the subcontract may be involved with the transport of equipment, material, or commodities by ocean vessel.

Model Clause/Language

The MARAD regulations at 46 CFR 381.7 contain suggested contract clauses. The following language is proffered by FTA.

Cargo Preference - Use of United States-Flag Vessels - The contractor agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.) c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

EXHIBIT I-11

ENERGY CONSERVATION REQUIREMENTS

42 U.S.C. 6321 et seq.

49 CFR Part 18

Applicability to Contracts

The Energy Conservation requirements are applicable to all contracts.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down

The Energy Conservation requirements extend to all third party contractors and their contracts at every tier and sub-recipients and their sub-agreements at every tier.

Model Clause/Language

No specific clause is recommended in the regulations because the Energy Conservation requirements are so dependent on the state energy conservation plan. The following language has been developed by FTA.

Energy Conservation - The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

EXHIBIT I-12

CLEAN WATER REQUIREMENTS 33 U.S.C. 1251

Applicability to Contracts

The Clean Water requirements apply to each contract and subcontract which exceeds \$100,000.

Flow Down

The Clean Water requirements flow down to FTA recipients and sub-recipients at every tier.

Model Clause/Language

While no mandatory clause is contained in the Federal Water Pollution Control Act, as amended, the following language developed by FTA contains all the mandatory requirements.

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

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

EXHIBIT I-13

BUS TESTING 49 U.S.C. 5323(c) 49 CFR Part 665

Applicability to Contracts

The Bus Testing requirements pertain only to the acquisition of Rolling Stock/Turnkey.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down

The Bus Testing requirements should not flow down, except to the turnkey contractor as stated in [Master Agreement](#).

Model Clause/Language

Clause and language therein are merely suggested. 49 CFR Part 665 does not contain specific language to be included in third party contracts but does contain requirements applicable to sub-recipients and third party contractors. Bus Testing Certification and language therein are merely suggested.

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

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

CERTIFICATION OF COMPLIANCE WITH FTA'S BUS TESTING REQUIREMENTS

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

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

Date: _____

Signature: _____

Company Name: _____

Title: _____

EXHIBIT I-14

PRE-AWARD AND POST DELIVERY AUDITS REQUIREMENTS

49 U.S.C. 5323

49 CFR Part 663

Applicability to Contracts

These requirements apply only to the acquisition of Rolling Stock/Turnkey.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down

These requirements should not flow down, except to the turnkey contractor as stated in [Master Agreement](#).

Model Clause/Language

- Clause and language therein are merely suggested. 49 C.F.R. Part 663 does not contain specific language to be included in third party contracts but does contain requirements applicable to sub-recipients and third party contractors.

- Buy America certification is mandated under FTA regulation, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 C.F.R. 663.13.

-- Specific language for the Buy America certification is mandated by FTA regulation,

"Buy America Requirements--Surface Transportation Assistance Act of 1982, as amended,"

49 C.F.R. 661.12, but has been modified to include FTA's Buy America requirements codified at 49 U.S.C. A 5323(j).

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

(1) Buy America Requirements: The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder/Offeror certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

(2) Solicitation Specification Requirements: The Contractor shall submit evidence that it will be capable of meeting the bid specifications.

(3) Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

BUY AMERICA CERTIFICATE OF COMPLIANCE WITH FTA REQUIREMENTS FOR BUSES, OTHER ROLLING STOCK, OR ASSOCIATED EQUIPMENT

(To be submitted with a bid or offer exceeding the small purchase threshold for Federal assistance programs, currently set at \$100,000.)

Certificate of Compliance

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

Date: _____

Signature: _____

Company Name: _____

Title: _____

Certificate of Non-Compliance

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

Date: _____

Signature: _____

Company Name: _____

Title: _____

EXHIBIT I-15

ACCESS TO RECORDS AND REPORTS

49 U.S.C. 5325

18 CFR 18.36 (i)

49 CFR 633.17

Applicability to Contracts

Reference Chart "Requirements for Access to Records and Reports by Type of Contracts"

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down

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

Model Clause/Language

The specified language is not mandated by the statutes or regulations referenced, but the language provided paraphrases the statutory or regulatory language.

Access to Records - The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the Purchaser is a State and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major 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 the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with 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 any Purchaser which is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

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

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

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

Requirements for Access to Records and Reports by Types of Contract

I State Grantees						
Contract Characteristics	Operational Service Contract	Turnkey	Construction	Architectural Engineering	Acquisition of Rolling Stock	Professional Services
a. Contracts below SAT (\$100,000)	None	Those imposed on state pass thru to Contractor	None	None	None	None
b. Contracts above \$100,000/Capital Projects	None unless 1 non-competitive award ¹		Yes, if non-competitive award or if funded thru ² 5307/5309/5311	None unless non-competitive award	None unless non-competitive award	None unless non-competitive award

II Non State Grantees						
Contract Characteristics	Operational Service Contract	Turnkey	Construction	Architectural Engineering	Acquisition of Rolling Stock	Professional Services
a. Contracts below SAT (\$100,000)	Yes ³	Those imposed on non-state Grantee pass thru to Contractor	Yes	Yes	Yes	Yes
b. Contracts above \$100,000/Capital Projects	Yes ³		Yes	Yes	Yes	Yes

Sources of Authority:

¹ 49 USC 5325 (a), ² 49 CFR 633.17, ³ 18 CFR 18.36 (i)

EXHIBIT I-16

FEDERAL CHANGES 49 CFR Part 18

Applicability to Contracts

The Federal Changes requirement applies to all contracts.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down

The Federal Changes requirement flows down appropriately to each applicable changed requirement.

Model Clause/Language

No specific language is mandated. The following language has been developed by FTA.

Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the [Master Agreement](#) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

EXHIBIT I-17

14. CLEAN AIR 42 U.S.C. 7401 et seq 40 CFR 15.61 49 CFR Part 18

Applicability to Contracts

The Clean Air requirements apply to all contracts exceeding \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year.

Flow Down

The Clean Air requirements flow down to all subcontracts which exceed \$100,000.

Model Clauses/Language

No specific language is required. FTA has proposed the following language.

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

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

EXHIBIT I-18

RECYCLED PRODUCTS

42 U.S.C. 6962

40 CFR Part 247

Executive Order 12873

Applicability to Contracts

The Recycled Products requirements apply to all contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the fiscal year, or has procured \$10,000 or more of such items in the previous fiscal year, using Federal funds. New requirements for "recovered materials" will become effective May 1, 1996. These new regulations apply to all procurement actions involving items designated by the EPA, where the procuring agency purchases \$10,000 or more of one of these items in a fiscal year, or when the cost of such items purchased during the previous fiscal year was \$10,000.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down

These requirements flow down to all to all contractor and subcontractor tiers.

Model Clause/Language

No specific clause is mandated, but FTA has developed the following language.

Recovered Materials - 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.

EXHIBIT I-19

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

40 U.S.C. §§ 327 -333 (1999)

29 C.F.R. § 5 (1999)

29 C.F.R. § 1926 (1998)

Applicability to Contracts

Section 102 of the Act, which deals with overtime requirements, applies to:

- all construction contracts in excess of \$2,000 and;
- all turnkey, rolling stock and operational contracts (excluding contracts for transportation services) in excess of \$2,500.

(The dollar threshold for this requirement is contained in the current regulation 29 C.F.R. § 5.5(a).)

Section 107 of the Act which deals with OSHA requirements applies to construction contracts in excess of \$2,000 only. The requirements of this section do not apply to contracts or subcontracts for the purchase of supplies or materials or articles normally available on the open market.

Flow Down

Applies to third party contractors and subcontractors.

Model Clauses/Language

Pursuant to Section 102 (Overtime):

(These clauses are specifically mandated under DOL regulation 29 C.F.R. § 5.5 and when preparing a construction contract in excess of \$2,000 these clauses should be used in conjunction with the Davis-Bacon Act clauses as discussed previously. For non-construction contracts, this is the only section required along with the payroll section.)

(1) **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$ 10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) **Withholding for unpaid wages and liquidated damages** - The (write in the name of the grantee or recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in

paragraph (2) of this section.

(4) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

(Section 102 non-construction contracts should also have the following provision:)

(5) **Payrolls and basic records** - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

EXHIBIT I-20

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

Applicability to Contracts

Applicable to all contracts.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down

Not required by statute or regulation for either primary contractors or subcontractors, this concept should flow down to all levels to clarify, to all parties to the contract, that the Federal Government does not have contractual liability to third parties, absent specific written consent.

Model Clause/Language

While no specific language is required, FTA has developed the following language.

No Obligation by the Federal Government.

- (1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- (2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

EXHIBIT I-21

**PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS
AND RELATED ACTS
31 U.S.C. 3801 et seq.
49 CFR Part 31 18 U.S.C. 1001
49 U.S.C. 5307**

Applicability to Contracts

These requirements are applicable to all contracts.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down

These requirements flow down to contractors and subcontractors who make, present, or submit covered claims and statements.

Model Clause/Language

These requirements have no specified language, so FTA proffers the following language.

Program Fraud and False or Fraudulent Statements or Related Acts.

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

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

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

EXHIBIT I-22

TERMINATION

49 U.S.C. Part 18

FTA Circular 4220.1E

Applicability to Contracts

All contracts (with the exception of contracts with nonprofit organizations and institutions of higher education,) in excess of \$10,000 shall contain suitable provisions for termination by the grantee including the manner by which it will be effected and the basis for settlement. (For contracts with nonprofit organizations and institutions of higher education the threshold is \$100,000.) In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

Flow Down

The termination requirements flow down to all contracts in excess of \$10,000, with the exception of contracts with nonprofit organizations and institutions of higher learning.

Model Clause/Language

FTA does not prescribe the form or content of such clauses. The following are suggestions of clauses to be used in different types of contracts:

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

b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the 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 on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the (Recipient) that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the (Recipient), after setting up a new delivery of performance schedule, may allow the 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 the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to (Recipient)'s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from (Recipient) setting forth the nature of said breach or default, (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 (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 (Recipient) elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by (Recipient) shall not limit (Recipient)'s 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 Government's interest. If this 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 the 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 the Contractor a Notice of Termination specifying the nature of the default. The Contractor will 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 the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

g. Termination for Convenience of Default (Cost-Type Contracts) The (Recipient) may terminate this contract, or any portion of it, by serving a notice of termination on the Contractor. The notice shall state whether the termination is for convenience of the (Recipient) or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the (Recipient), or property supplied to the Contractor by the (Recipient). If the termination is for default, the (Recipient) may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the (Recipient) and the parties shall negotiate the termination settlement to be paid the Contractor. If the termination is for the convenience of the (Recipient), the 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 the 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 the contractor, the (Recipient), after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

EXHIBIT I-23

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NON-PROCUREMENT)

49 CFR Part 29

Executive Order 12549

Applicability to Contracts

Executive Order 12549, as implemented by 49 CFR Part 29, prohibits FTA recipients and sub-recipients from contracting for goods and services from organizations that have been suspended or debarred from receiving Federally-assisted contracts. As part of their applications each year, recipients are required to submit a certification to the effect that they will not enter into contracts over \$100,000 with suspended or debarred contractors and that they will require their contractors (and their subcontractors) to make the same certification to them.

Flow Down

Contractors are required to pass this requirement on to subcontractors seeking subcontracts over \$100,000. Thus, the terms "lower tier covered participant" and "lower tier covered transaction" include both contractors and subcontractors and contracts and subcontracts over \$100,000.

Model Clause/Language

(Instructions) The certification and instruction language is contained at 29 CFR Part 29, Appendix B, and must be included in IFB's and RFP's [for inclusion by contractors in their bids or proposals] for all contracts over \$100,000, regardless of the type of contract to be awarded.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Lower Tier Covered Transactions (Third Party Contracts over \$100,000).

Instructions for Certification

- 1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below .**
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, (Recipient) may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to (Recipient) if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact (Recipient) for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by (Recipient).

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.

8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, (Recipient) may pursue available remedies including suspension and/or debarment.

"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction"

(1) The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

EXHIBIT I-24

PRIVACY ACT 5 U.S.C. 552

Applicability to Contracts

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.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down

The Federal Privacy Act requirements flow down to each third party contractor and their contracts at every tier.

Model Clause/Language

The text of the following clause has not been mandated by statute or specific regulation, but has been developed by FTA.

Contracts Involving Federal Privacy Act Requirements - 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.

EXHIBIT I-25

CIVIL RIGHTS REQUIREMENTS

29 U.S.C. § 623, 42 U.S.C. § 2000
42 U.S.C. § 6102, 42 U.S.C. § 12112
42 U.S.C. § 12132, 49 U.S.C. § 5332
29 CFR Part 1630, 41 CFR Parts 60 et seq.

Applicability to Contracts

The Civil Rights Requirements apply to all contracts.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down

The Civil Rights requirements flow down to all third party contractors and their contracts at every tier.

Model Clause/Language

The following clause was predicated on language contained at 49 CFR Part 19, Appendix A, but FTA has shorten the lengthy text.

Civil Rights - The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

EXHIBIT I-26

BREACHES AND DISPUTE RESOLUTION 49 CFR Part 18, [FTA Circular 4220.1E](#)

Applicability to Contracts

All contracts in excess of \$100,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

Flow Down

The Breaches and Dispute Resolutions requirements flow down to all tiers.

Model Clauses/Language

FTA does not prescribe the form or content of such provisions. What provisions are developed will depend on the circumstances and the type of contract. Recipients should consult legal counsel in developing appropriate clauses. The following clauses are examples of provisions from various FTA third party contracts.

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of (Recipient)'s [title of employee]. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by (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 a reasonable time 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 the 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 State in which the (Recipient) is located.

Rights and Remedies - The 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), (Architect) 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.

EXHIBIT I-27

STATE AND LOCAL LAW DISCLAIMER

Applicability to Contracts

This disclaimer applies to all contracts.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down

The Disclaimer has unlimited flow down.

Model Clause/Language

FTA has developed the following language.

State and Local Law Disclaimer - The use of many of the suggested clauses are not governed by Federal law, but are significantly affected by State law. The language of the suggested clauses may need to be modified depending on state law, and that before the suggested clauses are used in the grantees procurement documents, the grantees should consult with their local attorney.

EXHIBIT I-28

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

[FTA Circular 4220.1E](#)

Applicability to Contracts

The incorporation of FTA terms applies to all contracts.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down

The incorporation of FTA terms has unlimited flow down.

Model Clause/Language

FTA has developed the following incorporation of terms language:

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in [FTA Circular 4220.1E](#) 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 (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

EXHIBIT I-29

CONFLICT OF INTEREST

I hereby certify that this bid/proposal is submitted in conformance with the Macon-Bibb County Transit Authority's conflict of interest restrictions. No employee of the Macon-Bibb County Transit Authority is the sole proprietor, a partner or a person having at least a 5% ownership interest in the business submitting this bid/proposal. Additionally, no such employee has an indirect interest in the contract, which is the subject of this bid/proposal*.

Signature

Date

Must be signed and returned with your Proposal. Failure to do so will result in your proposal being rejected.

****Indirect Interest**** means any contract in which an employee has no direct interest however a spouse or relative has an interest in the contract. *A conflict of interest exists if a spouse or relative commingle their assets.* Examples of commingling assets include sharing a joint-checking account or jointly owned property together with a company or person doing business with the Macon-Bibb County Transit Authority.

NOTICE TO RESPONDENT

The Respondent hereby acknowledges that the Agencies have the right to reject any or all Statements and to waive informality in any Statement and the Respondent shall not dispute the correctness of the criteria used in computing the best, responsive Statement.

Company _____

Authorized Signature /Date _____

Name Printed _____

Title _____

SUBCONTRACTOR INFORMATION

Please provide the following information pertaining to your subcontractors: **Firm Name, Description of Work, Contractor License Number with Date Information, DUNS Numbers, Anticipated Subcontract or Supply amount, and Anticipated DBE%**

A.

1. FIRM NAME	2. CONTRACTOR LICENSE NUMBER & DATE
3. AMOUNT	4. DBE%
5. SAM & DUNS #	6. DESCRIPTION OF WORK

B.

1. FIRM NAME	2. CONTRACTOR LICENSE NUMBER & DATE
3. AMOUNT	4. DBE%
5. SAM & DUNS #	6. DESCRIPTION OF WORK

C.

1. FIRM NAME	2. CONTRACTOR LICENSE NUMBER & DATE
3. AMOUNT	4. DBE%
5. SAM & DUNS #	6. DESCRIPTION OF WORK

D.

1. FIRM NAME	2. CONTRACTOR LICENSE NUMBER & DATE
3. AMOUNT	4. DBE%
5. SAM & DUNS #	6. DESCRIPTION OF WORK

E.

1. FIRM NAME	2. CONTRACTOR LICENSE NUMBER & DATE
3. AMOUNT	4. DBE%
5. SAM & DUNS #	6. DESCRIPTION OF WORK

Must be signed and returned with your Proposal. Failure to do so will result in your proposal being rejected.

****Indirect Interest**** means any contract in which an employee has no direct interest however a spouse or relative has an interest in the contract. A conflict of interest exists if a spouse or relative commingle their assets. Examples of commingling assets include sharing a joint-checking account or jointly owned property together with a company or person doing business with the Macon-Bibb County Transit Authority.