



**CHATHAM AREA TRANSIT AUTHORITY
REQUEST FOR PROPOSALS**

PROJECT NO. 2022-01

Security Services RFP

November 17, 2021

PUBLIC NOTICE
CHATHAM AREA TRANSIT AUTHORITY

Request for Proposals No. 2022-01
Security Services RFP

Notice is hereby given that the CHATHAM AREA TRANSIT AUTHORITY (CAT) is seeking responses for the following:

- Description:** Chatham Area Transit Authority (CAT) is soliciting responses from qualified vendors to provide security services to the organization
- Proposals:** Proposal Packages are available at 900 E. Gwinnett Street, Savannah, Georgia, 31401, online at <https://www.catchacat.org/about-cat/doing-business/procurement/procurement-opportunities/>, or by email at victor.colon@catchacat.org.
- Questions:** All questions must be submitted in writing by: **Friday, December 17, 2021** to Victor Colon, Procurement Manager, Chatham Area Transit Authority, 900 East Gwinnett Street, Savannah, GA 31401, or by email at victor.colon@catchacat.org
- Submittal Deadline:** **Friday, January 14, 2022 at 2 p.m. EST**, CAT Central, 900 E. Gwinnett Street, Savannah, Georgia, 31401

Disadvantaged Business Enterprise (DBE) Requirements:

CAT, in accordance with 49 Code of Federal Regulations (CFR) Part 26, has an obligation to ensure nondiscrimination of DBE's in all aspects of competition, award and administration of federally funded contracts. Notice to all proposers is hereby provided, that in accordance with State and Federal laws, CAT will ensure that disadvantaged business enterprises are afforded full opportunity to submit offers and responses to this solicitation, and to participate in any contract consummated pursuant to this advertisement. Compliance with Federal and State laws on Equal Opportunity will also be asserted in consideration for the award of this contract. No proposer will be discriminated against because of age, sex, race, color, religion, national origin, or handicapping conditions.

CAT reserves the right to accept or reject any and all responses submitted. CAT also reserves the right to award a contract based on the submissions alone.

2022-01 Schedule of Events

<u>EVENT</u>	<u>DATE</u>
RFP Issued and Advertised	November 17, 2021
Vendor Inquiry Deadline	December 17, 2021
RFP Submission Deadline	January 14, 2022, 2:00 p.m. EST
Evaluation Committee's Recommendation To Board of Directors	February 22, 2022
Notification of Award to Proposer	February 22, 2022

**Chatham Area Transit Authority
RFP 2022-01 Security Services**

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**CHATHAM AREA TRANSIT AUTHORITY
REQUEST FOR PROPOSALS**

1.1 INTRODUCTION

Chatham Area Transit Authority (CAT) is soliciting proposals from qualified professionals to provide security services. CAT anticipates awarding a three (3) year contract to the selected vendor(s).

1.2 RESPONSE SUBMISSION

CAT will receive responses until **2 pm EST, Friday, January 14, 2022**. Any response delivered to CAT after the time specified will not be considered.

One (1) unbound original, three (3) copies, and an electronic copy of the response must be mailed or hand delivered to:

Victor Colon, Procurement Manager
Chatham Area Transit Authority
900 E. Gwinnett St.
Savannah, GA 31401
(912) 651-0453

If there are inconsistencies in the copies provided, the controlling document will be the original response submitted by proposer.

1.3 RESPONSE FORM REQUIREMENTS

All responses must state the full and correct name, address, and capacity of the proposer. If the proposer is an individual doing business under another name, the response shall so state. Partnerships, joint ventures, and corporations shall sign as is appropriate for their type of business. Any erasures, corrections, or other changes appearing on the response forms must be initialed by the persons signing the response.

Except as otherwise provided herein, CAT cannot accept any material marked confidential, trade secret or proprietary. Proposer understands that any material pertaining to this procurement is likely subject to disclosure through the Georgia Open Records Act, O.C.G.A. § 50-18-70.

1.4 INQUIRIES

Should a proposer have questions, please contact in writing:

Victor Colon, Procurement Manager
Chatham Area Transit Authority
900 E. Gwinnett St.
Savannah, GA 31401
(912) 651-0453
victor.colon@catchacat.org

Questions should be submitted to CAT by **Friday, December 17, 2021**. Communication via email will be considered a written inquiry. ANY VERBAL COMMUNICATION WILL NOT BE CONSIDERED BY CAT AS AN INQUIRY. All received inquiries will be responded to in writing after the question submission deadline and will be presented as an addendum to the solicitation and distributed to respondents.

1.5 ETHICS AND LOBBYING STATEMENT

CAT maintains a written code of ethics that governs the conduct of its employees and subcontractors. Any debarment and suspension pertaining to the proposer must be disclosed by attaching a copy of each to the response. Additionally, the successful proposer must complete the appropriate certifications relating to lobbying activities.

1.6 INDEMNIFICATION

(1) Contractor shall indemnify, defend, and hold harmless CAT and its officers, directors, and employees from and against all allegations, claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation attorneys' fees and costs) which arise out of, relate to, or result from any act or omission of Contractor.

(2) Contractor acknowledges that it is prohibited under the Laws of Georgia for a governmental entity to indemnify Contractor for any loss arising out of the provisions of this Contract. Accordingly, CAT does not make any indemnification to Contractor whatsoever under this Contract.

1.7 INTEREST OF MEMBERS OF, OR DELEGATES TO, CONGRESS

In accordance with 18 U.S.C. Subsection 431, no member of, or delegates to, the Congress of the United States shall be permitted to a share or part of this contract or to any benefit arising there from.

1.8 ETHICS

It is CAT's policy that all contractors shall be expected to have complied, and in the future to comply, with all ethics laws of the State of Georgia and to be free of conflicts of interest (as described in the following section) if awarded a CAT contract. Each proposer shall be deemed have acknowledged said policy. Any indication that a proposer has violated or given the appearance of violating an ethics law or is not free of actual or potential conflicts of interest will cause rejection of that bid. Any indication that, once awarded a contract, a contractor has violated or has given the appearance of violating an ethics law or is not free of actual or potential conflicts of interest may, in the sole discretion of CAT, constitutes grounds for termination of the contract.

1.9 CONFLICT OF INTEREST

No Board Member, employee, officer or agent, or employee of such agent of CAT shall participate in the selection, the award of, or the administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- a. A Board Member, employee, officer or agent, or employee of such agent;

- b. Any immediate family member of those listed in (a) above;
- c. A partner; or an organization which employs, or is about to employ any of the above,

has a direct or indirect, present or future financial or other interest in the firm selected for award.

CAT Board Members, officer, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential subcontractors or parties of sub-agreements.

1.10 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:

- a. 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 understand 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.
- b. 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.

1.11 EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS

Apart from inconsistent requirements imposed by federal statute or regulations, CAT will comply with the requirements of 49 U.S.C. § 5323(h) (2) by refraining from using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

1.12 GEOGRAPHIC RESTRICTIONS

Except as expressly mandated, encouraged, or permitted by FTA or Federal Statute, CAT will refrain from using state or local geographic preferences.

1.13 CONTRACTOR ASSURANCE

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to: (1) Withholding monthly progress payments; (2) Assessing sanctions; (3) Liquidated damages; and/or (4) Disqualifying the contractor from future bidding as non-responsible

1.14 CONFIDENTIALITY

Contractor agrees that any and all information, in oral or written form, whether obtained from CAT, its agents or assigns, or other sources, or generated by Contractor pursuant to this contract shall not be used for any purpose other than fulfilling the requirements of this contract.

Contractor further agrees to keep in absolute confidence all data relative to the business of CAT, its agents or assigns. No news release, including but not limited to photographs and film, public announcement, denial or confirmation of any part of the subject matter of any phase of any program hereunder shall be made by Contractor without written approval of CAT.

1.15 GOVERNMENT WIDE DEBARMENT AND SUSPENSION

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractors, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. If this contract is less than \$25,000 this clause does not apply.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or response, the bidder or proposer certifies as follows:

The certification clause contained in Attachment B is a material representation of fact relied upon by Chatham Area Transit Authority. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Chatham Area Transit Authority, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

1.16 SUBCONTRACTS

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the FTA may by appropriate instructions require, 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 all the clauses contained in 29 CFR 5.5.

1.17 CONTRACT TERMINATION: DEBARMENT

A breach of the contract clauses in 29 CFR Section 5.5 may be grounds for termination on contract, and for Debarment as a contractor and a subcontractor as provided in 29 CFR Section 5.12.

1.18 STATE AND LOCAL LAW DISCLAIMER

The use of many of the Clauses herein are not governed by federal law, many of the clauses contained herein contain FTA suggested language in certain instances these clauses may be affected by State Law.

- a. If contractor is to physically perform services on CAT's premises, contractor will be required to affirmatively represent its use of the federal work authorization program commonly known as E-Verify as required by O.C.G.A. §13-10-91(b) (1).

1.19 SUBMITTAL OF PROTESTS

- a. Pre-Award Protests

Protests concerning these instructions, contract requirements, or the RFP procedures must be submitted in writing to the Procurement Manager not less than five (5) days before the scheduled receipt of responses. The protest must:

- 1) The name and address of the protestor.
- 2) The name and number of the procurement solicitation.
- 3) A detailed statement of the grounds for the protest, including all relevant facts and a citation to the Federal or State law, the provision of CAT procurement procedures, or specific term of the solicitation alleged to have been violated.
- 4) Any relevant supporting documentation the protesting party desires CAT to consider in making its decision.
- 5) The desired relief, action, or ruling sought by the protestor.

- b. Post-Award Protests

Protests concerning the award of this response must be submitted in writing to the Procurement Manager within no later than 72 hours after the protestor's receipt of CAT's written notice of its decision or intended decision to award a contract. CAT will have ten (10) working days after receipt of the formal protest package to evaluate, and issue a response, except in cases where the original response has been awarded by the Board of Directors. In such cases, the resolution of protest will be handled at the next regularly scheduled Board meeting, following completion of the staff review of the protest. The protest must:

- 1) The name and address of the protestor.
- 2) The name and number of the procurement solicitation.
- 3) A detailed statement of the grounds for the protest, including all relevant facts and a citation to the Federal or State law, the provision of CAT procurement procedures, or specific term of the solicitation alleged to have been violated.
- 4) Any relevant supporting documentation the protesting party desires CAT to consider in making its decision.
- 5) The desired relief, action, or ruling sought by the protestor.

1.20 RESPONSE OFFER

Each response must be in CAT's possession by the deadline for submission noted above. It is the proposer's responsibility to ensure timely receipt by CAT of the response. The submitted response shall irrevocable offer for ninety (90) days from the solicitation due date.

1.21 RESPONSE AWARD

CAT reserves the right to reject any and all responses, and part or parts of a response, waive any -technicalities, and award any or the entire contract in a manner that is in the best interest of CAT. Contracts will be awarded to the highest ranked proposer when it is in the best interest of CAT.

1.22 RESPONSE WITHDRAWAL

Responses may be withdrawn by submitting a written request to CAT before the time fixed for response opening. Withdrawal of an offer will not prejudice the right of the proposer to submit a new response, provided that the latter is timely received as provided above.

1.23 SINGLE RESPONSE SITUATIONS

In the event a single response is received, CAT will conduct a price analysis or a cost analysis of the response. The sole proposer must cooperate with CAT if a price or cost analysis is conducted.

1.24 CERTIFICATIONS & DBE POLICY STATEMENT

CAT reserves the right to accept or reject any and all responses submitted. CAT also reserves the right to award a contract based on the submissions alone. The proposer, by signing the response forms, certifies that the response is offered by a business that is fully licensed to do the work relating to the specifications herein.

CAT, in accordance with 49 Code of Federal Regulations (CFR) Part 26, has an obligation to ensure nondiscrimination of DBE's in all aspects of competition, award and administration of federally funded contracts. Notice to all proposers is hereby provided, that in accordance with State and Federal laws, CAT will ensure that disadvantaged business enterprises are afforded full opportunity to submit offers and responses to this solicitation, and to participate in any contract consummated pursuant to this advertisement. Compliance with Federal and State laws on Equal Opportunity will also be asserted in consideration for the award of this contract. No proposer will be discriminated against because of age, sex, race, color, religion, national origin, or handicapping conditions.

CAT encourages the utilization of minority owned financial institutions, a list is provided below:

- Carver State Bank (Savannah);
- Citizens Trust Bank (Atlanta);
- Metro City Bank (Doraville);
- Quantum National Bank (Suwanee).

1.25 TAXES

CAT is exempt from payment of federal excise and transportation tax and Georgia Sales and Use taxes. These taxes are not to be included in the response price. Tax exemption information, upon request, will be provided to the successful proposer upon award of the contract.

1.26 CONTRACT TERMINATION

CAT may terminate this solicitation and any corresponding contract, in whole or in part, at any time by written notice to the Contractor when it is in CAT's best interest.

1.27 ASSIGNMENTS

The proposer shall not assign this contract, wholly or in part, without the prior written consent of CAT. No assignment shall relieve the contractor of any obligations under the contract.

1.28 ADDENDA

Any changes in these instructions or other requirements will be accomplished by a written addendum sent to all prospective proposers. All such addenda shall become a part of the contract. Failure to acknowledge receipt of all addenda may cause the response to be considered non-responsive, and therefore rejected.

1.29 PROHIBITED INTERESTS

No member, officer, or employee of CAT and/or member of, delegate to, the Congress of the United States shall, during his/her tenure, or for one year thereafter, have either a direct or an indirect interest in this contract or the proceeds thereof.

1.30 AUDIT & INSPECTION

The proposer agrees to allow CAT, the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination:

- 1.31.1 Inspect all work, materials, payrolls, and other data/records associated with the project; and
- 1.31.2 Audit the books, records, and accounts associated with the project.
- 1.31.3 In addition, the contractor must also agree to maintain all required records for a minimum of three (3) years after CAT makes final payments and all other pending matters are closed.

1.31 NOTICE TO PROCEED

The successful proposer shall not commence work under this ~~Choose an item~~. Until a written contract is awarded, proof of insurance has been received, and a Notice to Proceed is issued. If the successful proposer does commence any work or deliver items prior to receiving official notification, the proposer does so at its own risk.

1.32 SCOPE OF SERVICES

The proposer shall provide a solution to the scope of the request described in detail in Attachment A – Scope of Services.

In the case of goods, equipment, or services identified by a “brand name or equal” description, no preference will be given to responses offering to furnish the name brands over those offering accepted equal value and quality, and vice versa. Wherever in the specifications the name of a certain brand, make, manufacturer, or definite specification is utilized, these specifications are used only to denote the quality standard of product, style type, and character of product desired

and do not restrict proposers to the specific brand, make, manufacturer or specification named. Equivalent products, which have been designated "approved equals" by CAT or its agents, shall be acceptable. Proposer must submit to CAT a written request for approval of all equivalent products by the inquiry deadline.

1.33 EVALUATION OF RESPONSES

Responses received that are determined to be responsive and responsible will be evaluated by members of a CAT Evaluation Committee in accordance with the criteria set forth below. The criteria are weighted by their relative degree of importance.

Evaluation Criteria:

Selection will be made on a “best value” basis pursuant to the following:

Professional qualifications for performance of required service to include specialized experience and technical competence.	30%
Past performance in terms of cost control, quality of work and compliance with performance schedules.	30%
Capacity to accomplish the work according to specifications and in the required timeframe	20%
Disadvantaged Business Enterprise	10%
Price Proposal	10%

For any DBE subcontractor use, please provide a summary of the percentage of use that you are committing to the DBE contractor in your price proposal

1.34 FEDERAL REGULATORY REQUIREMENTS

Federal Regulatory Requirements applicable to this request are listed in Attachment G. Proposer must sign the individual clauses that require separate signatures as well as sign the certification at the beginning of Attachment G. Proposer must return these signed federal clauses with its response.

1.35 ADDITIONAL RESPONSE REQUIREMENTS

Any response delivered to CAT that does not contain the following documents and/or information will be considered an unresponsive submission.

- 1.35.1 Most recent three (3) years comprehensive financial statements, audited version if your business structure requires such. These documents may be

marked as “Trade Secret – Confidential Financial Data”, but must be accompanied by an attached affidavit affirmatively declaring that the specific information in the records constitute trade secrets pursuant to Article 2 of Chapter 1 of Title 10, Official Code of Georgia.

- 1.35.2 Statement regarding the staffing availability of your business to handle the scope of services in this solicitation.
- 1.35.3 Evidence of current Commercial General/Professional Liability insurance providing insurance for bodily injury, property damage, personal injury and advertising injury, with limits of not less than \$1,000,000.
- 1.35.4 Complete, sign, and return the pertinent portions of Attachments B – G.

Attachment A
CAT SECURITY GUARD SERVICES SCOPE OF WORK

TABLE OF CONTENTS

1. DEFINITIONS

For the purpose of the Special Conditions in this Contract Proposal, the following terms shall have the following meanings:

- A. Agreement, Contract.** The contract to be negotiated and executed by CAT and the successful proposer, which shall include this Request for Proposals, the Contractor's proposal, the Post Orders, Staffing Plan, Facility Patrol Plan, Training Plan and Standard Operating Procedures, and all other attachments and appendices to those documents.
- B. Americans with Disabilities Act, ADA.** The Americans with Disabilities Act of 1990, as amended, including all relevant regulations adopted by the U.S. Department of Justice and the U.S. Department of Transportation.
- C. Armed Guard Card.** An identification card issued by the State Department of Consumer Affairs that provides proof of weapons certification.
- D. As Needed Guard Services.** Armed and unarmed Guard requests that are not a part of the regular schedule, as set forth in the current monthly Staffing Plan, where CAT has provided at least four (4) hours' notice.
- E. CCTV.** Closed circuit television.
- F. Control Center.** CAT's operational dispatch center for all revenue vehicles, located at 900 E Gwinnett
- G. Contract, Agreement.** The contract to be negotiated and executed by CAT and the successful proposer, which shall incorporate by reference this Request for Proposals, the Contractor's proposal, the Post Orders, Staffing Plan, Facility Patrol Plan, Training Plan and Standard Operating Procedures, and all other attachments and appendices to those documents..
- H. Days.** Calendar days, unless otherwise specified.
- I. CAT Security Liaison.** CAT employee appointed to be the liaison between the contractor and CAT, or his or her designee.
- J. Effective Date.** The effective date of the Agreement between the Contractor and CAT shall be the date on which the last required approval is received and all contract documents are executed.
- K. Emergency Guard Service.** Armed or Unarmed Guard Services that are requested by CAT with less than four (4) hours' notice.
- L. Emergency Report.** A written report required to be submitted by Contractor to CAT following the occurrence of an Unavoidable Delay, a sudden and unanticipated event that results in injury, death or property damage, or any other circumstances requiring an Emergency Report as specified in the Agreement.
- M. Executive Director/CEO.** The individual designated as the Executive Director/CEO for CAT Authority or his/her designee
- N. Fare Media.** Items issued by CAT to users of public transit to provide evidence of payment for use of services.
- O. Graffiti.** Any inscription, word, figure, marking or design that is affixed,

marked, etched, scratched, drawn or painted on any building, structure, fixture or other improvement, whether permanent or temporary, including by way of example only and without limitation, shelters, kiosks, signs, banners, billboards and fencing surrounding construction sites, whether public or private, without the consent of the owner of the property or the owner's authorized agent, and which is visible from the public right-of-way. "Graffiti" does not include: (1) any sign or banner that is authorized by, and in compliance with, the applicable requirements of the Chatham County/City of Savannah Public Works Code, the Chatham County/City of Savannah Planning Code or the Chatham County/City of Savannah Building Code; or (2) any mural or other painting or marking on the property that is protected as a work of fine art or as a work of visual art under the Federal Visual Artists Rights Act of 1990 (17 U.S.C. §§ 101 et seq.).

- P. Guard.** Trained, equipped and qualified employees of Contractor assigned to security Guard duties as required by this Contract.
- Q. Guard Card.** An identification card that verifies that a person has completed the required classes and clearances to work as a security guard, as issued by the State Department of Consumers Affairs (see Business and Professions code section 7583.11).
- R. Incident Report.** The report required to be filed to document events or conditions on CAT Property that represent a security concern, as further defined in Section 11.B.
- S. Observers. Personnel hired by the Contractor to assist with the Americans with Disabilities Act Observer's Program.**
- T. Records.** All documents created, received or maintained by Contractor in connection with performance under this Agreement, including, but not limited to, books, accounts, invoices, maintenance and service logs, database information, contracts, construction documents, payroll information, maintenance, construction and service logs and other documents, whether or not kept in electronic format.
- U. Relief.** A Guard assigned to cover an authorized break, sick leave or vacation of a Guard who is regularly assigned to the Site.
- V. Security Office. CAT security office located inside the Transit Center**
- W. Services.** The Security Guard services to be provided by Contractor in accordance with the requirements and specifications of this Contract.
- X. CAT.** The Municipal Transportation Agency of the City and County of Chatham County/City of Savannah, acting by and through its Executive Director/CEO or his or her designee.
- Y. CAT Properties.** The Sites listed in Section 7, and any other real property in which CAT has a property interest or acquires such interest during the duration of this Contract.
- Z. Site.** A property or facility to which Guards are assigned pursuant to this Contract or which may be established during the term of this Contract. Current Sites are listed in Section 7.
- AA. Standard Operating Procedure (SOP).** Written procedures, policies and guidelines used by the Contractor in day to day operations that will be

provided by CAT.

- BB. Supervisor.** An employee of Contractor whose primary job duties include oversight, supervision, scheduling and managing assigned Guards on duty, certifying Guard time records and collecting Guard reports for each shift. Specific duties of Supervisors under this Contract are further defined in Section 9.
- CC. Revenue Section, Revenue.** The Division of CAT that handles Fare Media and Fare Collection, located at 900 E Gwinnett.
- DD. Unavoidable Delay.** A delay in Contractor's performance of its duties under the Contract that Contractor demonstrates within 10 Days of demand could not have been avoided by Contractor's exercise of due care, prudence, foresight, or diligence and that arises directly from: an act of God; fire; flood; windstorm; tornado; earthquake; war; riot; insurrection; epidemic; quarantine restrictions; acts of terrorism; inability of Contractor to procure labor to the extent that such inability is not caused by disputes related to collective bargaining; inability of Contractor to procure material; accident; the prevention by the City of Contractor from commencing or prosecuting any of its duties under the Contract; inability of Contractor to obtain applicable permits and licenses from relevant governmental authorities; or failure of public utility service.

2. CONTRACTOR RESPONSIBILITIES-OVERVIEW

Contractor agrees that the Services to be performed, including the locations where and the hours during which Services are to be performed, and the number of Guards to be furnished by the Contractor, shall be subject to the approval of CAT.

Contractor agrees that the schedules set forth in a staffing plan may be changed at any time, without any penalty to CAT, provided CAT gives at least ten (10) business days' notice of the change. The Contractor will provide and supervise Guards for all shifts as directed by CAT. Contractor will provide Guards for assignment to duties and locations as described in the Scope of Services or other times or locations designated by CAT. Contractor agrees that the schedules set forth in a staffing plan may be changed at any time, without any penalty to CAT, provided CAT gives at least ten (10) business days' notice of the change.

3. INITIAL CONTRACT DELIVERABLES

- A. Post Orders.** Within fifteen (15) Days of the Effective Date, Contractor shall deliver to CAT draft comprehensive Post Orders for **all designated Sites** for CAT review and approval. CAT shall review and return same to Contractor with instructions for revisions. Contractor will prepare completed and approved Post Orders and submit them to CAT within ten (10) days of receipt of CAT revisions. Final Post Orders approved by CAT are incorporated by reference and shall become part of the Contract as though fully set forth. Post Orders shall include, but are not limited to:

- i. General Safety Procedures/Post Orders

- ii. Emergency Procedures (including contact lists)
- iii. Investigation, Incident and Emergency Report Procedures and Forms
- iv. Shift Patrol Procedures
- v. Communication Procedures
- vi. Dress and Grooming Standards
- vii. Training Procedures including harassment training
- viii. Photographs and diagrams of each Site.
- ix. Human Resources Policies and Hiring and Disciplinary Procedures
- x. Templates for required reports as listed in Section 11.B.

B. Training Plan. No later than ten (10) Days after the Effective Date, Contractor shall provide CAT with a draft Training Plan consisting of the following: (i) the proposed curriculum for each required subject matter listed in Section 8.H below, (ii) the dates, times, and location of each block of instruction, and (iii) a resume for each instructor must be submitted seven days prior to the commencement of training. CAT shall review and return the draft Training Plan to Contractor with any instructions for revisions. Contractor shall deliver the completed Training Plan to CAT for its approval prior to the commencement of training required by this Contract. The final approved Training Plan is incorporated by reference and shall become part of the Agreement as though fully set forth herein.

In addition to the initial training required above, Contractor will provide 24 hours of training each year of the Contract to all Guards used in performance of the Contract.

C. Proof of Training.

- i. **Individual Guards.** Prior to assignment of any Guard, Contractor shall provide proof of required training for that Guard. Such proof shall include an affidavit of training, on a form to be approved by CAT, signed by the Contractor and the Guard certifying that each type of training required by this Contract has been completed.
- ii. **All Guards.** Within thirty (30) Days of the Effective Date of the Agreement, Contractor must provide proof of having completed required training of each and every Guard assigned to this Contract.
- iii. **Training.** Contractor shall provide proof of attendance for at least 24 hours of annual training with attendance sheets signed off by Guards participating in training, along with the day, time, duration and training subject matter. Proof of attendance shall be submitted quarterly to CAT. See Section 8.H for further information on training requirements.
- iv. **Affidavits.** Falsified affidavits of training shall be grounds for immediate removal and replacement of a Guard. Contractor is responsible for verifying the truth and accuracy of each affidavit. Contractor agrees that failure to verify training affidavits is a material breach of the Agreement.

- D. **Facility Patrol Plan.** Contractor shall provide Guards to patrol bus bays, perimeter, employee entrances, high volume pedestrian areas, and customer lobby to minimize trespassing, vandalism, and exposure to liability. On the Effective Date of the Agreement, Contractor shall provide a Facilities Patrol Plan to identify specific measures to prevent and minimize theft, graffiti, vandalism, sabotage and trespassing at Sites to be patrolled, and procedures for Guards to respond to such incidents. The Facility Patrol Plan shall be subject to CAT approval. The final approved Facility Patrol Plan is incorporated by reference and shall become part of the Agreement as though fully set forth herein.
- E. **Proposed Uniform Design.** Contractor shall submit proposed Guard uniform designs to CAT for approval within ten (10) Days of the Effective Date.
- F. **Supervisor Contact List.** Upon the Effective Date Contractor shall provide a contact list with 24- hour contact information (phone or email) for all Supervisors.
- G. **Proposed form of Emergency Report.** Upon the Effective Date Contractor shall provide a proposed form of Emergency Report for CAT approval.
- H. **Report Templates.** Upon the Effective Date, Contractor shall provide to CAT templates for all reports that are required by this Contract (Emergency Reports, Training Affidavits, Incident Reports, Guard Timesheets, Lost/Stolen Item Reports, a Daily Security Report (DSR), Radio Logs, Armed Guard Daily Report, Observer Reports, monthly invoice, and an Excel matrix of Planned/Unplanned Scheduled Events to track date/time of event, location, number of guards, hours of service, etc.) for CAT approval. The final approved report templates are incorporated by reference and shall become part of the Agreement as though fully set forth herein.

4. CONTRACTOR DUTIES

A. **General Guard Duties.**

The Contractor shall provide and supervise Guards to provide Services for all shifts and Sites for which Guards are required by this Contract or requested by CAT. Except in the Revenue Section, Contractor shall make best efforts to assign Guards consistently to certain Sites so that Guards become more familiar with the procedures and authorized persons associated with that Site. Guards shall be provided to perform the following duties at all Sites in accordance with the Standard Operating Procedures unless otherwise provided in the Contract or as instructed by CAT:

- i. Protect the safety of persons on the Site
- ii. Prevent and minimize fire, theft, damage and trespass on CAT properties;
- iii. Prohibit entry into secure Sites by anyone other than persons carrying valid CAT identification or as otherwise instructed by CAT;

- iv. Report any unusual incidents or hazardous conditions;
- v. Maintain a daily log for each shift in accordance with all policies for the Site (*e.g.* sign in and sign out requirements for visitors);
- vi. Complete rounds of assigned facilities as required for each Site to ensure that all access doors are secure;
- vii. Maintain log of all security violations and report occurrences to CAT as quickly as possible considering the nature of the violation;
- viii. Monitor security desk consoles (*i.e.*, employee access control and alarm computer, CCTV video monitors, DVRs); as well as:
 - 1. Be familiar with and implement emergency fire or fire alarm procedures including familiarity with floor plans with locations of fire alarm pull boxes, fire extinguishers, fire alarm monitoring panel and other life/safety systems;
 - 2. Be familiar with and implement emergency intrusion alarm procedures including the use of computer programs, closed circuit television monitors, voice intercom systems, alarms and alarm enunciator panels and other equipment required for monitoring and control of building access;
 - 3. Guards shall be responsible for all building and systems keys in their possession and shall account for the whereabouts of keys at all times. Keys shall not be loaned to anyone for any reason. If keys are lost or stolen, Guards shall notify Contractor no later than the end of the shift during which the keys were lost or stolen, and Contractor shall notify CAT immediately upon receiving the Guard's report so that appropriate action can be taken to safeguard the premises. Contractor is responsible for the cost of replacement of lost, stolen or damaged keys;
- ix. Be familiar with and implement procedures and protocols for responding to medical emergencies, bomb threats, riots, fires, earthquakes, hazardous spills, floods and other emergencies;
- x. Be familiar with and implement procedures for receiving and forwarding requests for maintenance;
- xi. Guards shall not use cell phones except as required to perform their duties, and may not use or be in possession of any personal electronic devices or reading materials not related to Guard duties at a Site; and

- xii. Guards shall, at all times, be polite, courteous, respectful, and responsive to any person authorized to be on the Site.
- xiii. Guards shall not be engaged in or conduct any personal business or business outside those described in this Contract at any time while assigned to perform Services except for authorized breaks.
- xiv. Guards shall comply with all rules and regulations when using any CAT radio frequency, radio base station and handheld radio equipment.

a. **Facility Patrols**

Guards shall patrol the grounds of CAT Property as required by this Contract and as requested by CAT to prevent trespassing, vandalism, sabotage, injury and liability in accordance with the Facility Patrol Plan.

b. **Employee Access Controls**

Guards shall monitor the access of employees and members of the public to CAT Property as required by this Contract and as requested by CAT. During business hours, most facilities allow employees access to all work areas except for secured areas (*e.g.* Revenue offices, the money counting room, various Revenue storage areas), and restricted areas (*e.g.* certain parts or tools storage areas, dispatch offices, and Control Center). Control of employee access to restricted areas during and after work hours is accomplished through a card access / reader system. Guards shall notify Contractor no later than the end of the shift during which any cards in the possession of Guards at the Site are lost or stolen or if any card reader is not working properly and Contractor shall notify CAT immediately upon receiving the Guard's report. Contractor is responsible for the cost of replacement of lost, stolen or damaged cards in the possession of Contractor's employees.

c. **Failure to Perform Guard Duties**

Any acts of vandalism, sabotage or theft of CAT vehicles, buildings or equipment that is the direct result of the Contractor, or Contractor's agents or representatives, failing to perform as required by this Contract, shall result in a credit to CAT of up to 100% of the cost of repair or replacement of the lost, damaged or stolen asset, plus all applicable CAT administrative costs and overhead.

xv. **UNIFORMS**

a. **Uniforms to be Supplied and Maintained.**

Contractor must furnish and maintain all uniform items for all Guards provided to perform the Services required by this Contract, including outdoor clothing appropriate for the weather and season, with necessary safety clothing and equipment. All Guards must wear a complete uniform of the type required by this Section at all times while on duty. When reporting for duty, Guards' shoes must be shined, all uniform items must fit well and be clean and pressed and must generally present a professional image to the public. The Contractor shall be responsible for the cleaning, pressing, and repair costs for

all uniforms.

b. Uniform Design.

All Guards shall wear the same color and style of uniform. Uniform design shall be subject to the approval of CAT. Any changes to uniform design or color required by CAT shall be made at no additional cost to CAT. Uniforms must be in the in the following colors or a combination of such colors:

- i. Black uniform grade slacks properly fitted
- ii. Black/Forest Green button down polo or uniform shirt
- iii. Black Socks
- iv. Black/Brown Safety Leather Shoes

Shoulder patches with Contractor identification and not larger than 4-1/2 inches by 4-1/2 inches shall be worn on the uniform's left shoulder. No other Contractor identification is to be worn or displayed on the uniform. A lettered breast badge displaying the Contractor's name shall also be worn.

c. Uniform Items.

Contractor shall issue to all Guards issued a uniform, which must include, at a minimum, the following items:

- i. Shirts (long and short sleeve);
Trousers, Blazer (black)
- ii. Accessories (Black belt; dress socks)
- iii. Jacket with high visibility "Security" printed on back and a security emblem on the front left breast (cold weather use);
- iv. Sweater (optional);
- v. Rain gear in bright yellow or orange with "Security" printed on back;
- vi. Black gloves;
- vii. Belt keepers;
- viii. Name plate, gold or silver (over left breast pocket with badge number, first initial and last name) and CAT-issued photo I.D. badge;
- ix. Keys with key holder if issued
- x. Contractor's insignia shoulder patch (each shirt and jacket); and
- xi. Black Safety shoes or Safety boots, leather.

xvi. EQUIPMENT

- a. Flashlight and batteries;
- b. Flashlight holder, black, ring or snap style;
- c. Radio holder, black;

- d. Firearms for armed Guards only or other firearm if and only if requested by CAT
- e. Approved chemical agent (subject to prior approval of use of chemical agents by the Management of Enforcement and Security, CAT);
- f. Vehicles to the extent determined necessary by Contractor;
- g. Cellular telephones for business use
- h. All other equipment determined by Contractor to be necessary to the successful performance of the Services

b. SITES

a. Requested Locations.

Contractor shall provide armed and unarmed Guards at any location within the City and County of Chatham County/City of Savannah within twenty-four (24) hours of CAT request.

b. Regular Locations.

Contractor shall provide regular Guard Services at the following Sites in accordance with the schedule set forth by CAT. CAT reserves the right during the term of the Agreement to add Sites or to eliminate any Site.

Joe Murray Rivers, Jr. Intermodal Transit Center – This Transit Center, located at 610 W. Oglethorpe Avenue is an intermodal transit system that houses transit agent booths, storage of data equipment and supplies, and executive offices. CAT leases a portion of the facility and bus bays to Greyhound.

“CAT Central”, Operations and Maintenance Center – This facility, located at 900 E. Gwinnett Street, is houses administrative offices and the bus garage/yard.

c. Future Site *Additional sites as requested by CAT*

c. PERSONNEL

a. Contractor Responsible For Personnel.

Contractor shall provide adequate numbers of trained and qualified personnel to fully staff all posts for all locations for which Guard Services are required to be provided by this Contract. All Guards must be employees of the Contractor. Hiring, training, payment of wages and benefits, uniforms, equipment, supervision, transportation costs, direction and discharge of Guards shall be the responsibility of the Contractor. The payment of federal, state, and local taxes and all wages shall be the responsibility of the Contractor. Contractor is responsible for complying with all required federal, state and local employment laws and regulations. CAT may request Contractor to remove any Guard from its premises at any time it desires and for any reason. The Contractor shall provide Relief for Guards who are on authorized breaks or leaves.

b. Removal without Cause.

CAT may request Contractor to remove any Guard from performing Services under this Contract at any time it desires and for any reason. Contractor shall remove and replace personnel within 24 hours when requested by CAT. Contractor shall remove and replace a Guard within 30 minutes of CAT request for any cause or condition that renders the Guard incapable of performing their duties, which shall include but is not limited to: Sleeping on duty, theft, alcohol or illegal drug use. Contractor shall remove and replace personnel within 24

hours for other violations or performance failures set forth in the Agreement when requested by CAT.

c. Reassignment, Augmentation, Reduction of Workforce.

Within five (5) Days of CAT request, Contractor shall reassign Guards, and such reassignment shall be at no cost to CAT. If CAT's need for Services increases or decreases the number of Guards required to fulfill this Contract, the CAT'S cost shall be based on actual hours of Services provided at the billing rates set forth in this Contract.

d. Drug and Alcohol Screening

Federal Transit Administration (FTA) regulations require that **all safety-sensitive** personnel undergo random substance (drug and alcohol) abuse screening as a condition of employment or when contracting with CAT, as follows:

In implementation of the Omnibus Transportation Employee Testing Act of 1991 (49 U.S.C App. 1618a), the Federal Transit Administration (FTA), in February 1994, issued regulations requiring its grant recipients to institute drug and alcohol testing programs. These regulations, as amended, are found in Title 49 of the Code of Federal Regulations, Part 655.

Generally speaking, FTA requires testing of all transit system employees, including contractors who perform "safety-sensitive functions." Accordingly, any contractor receiving the award of this contract will have to (1) implement its own drug and alcohol testing program in compliance with FTA regulations or (2) use the services of a third party administrator to fulfill these requirements. Those contractors that perform work for CAT may (3) participate in CAT's program. As a condition of receiving an award of this contract, Contractor shall notify in writing which of the three options it elects.

The drug and alcohol testing requirements include, but are not limited to:

- Testing for alcohol, by means of a breathalyzer test
- Testing for five drugs (cocaine, marijuana, amphetamines, PCP, and opiates), by means of a urine specimen
- Six types of testing: pre-employment, random, post-accident, reasonable suspicion, return-to-duty, and follow-up
- Adoption of a policy statement explaining the various testing requirements, including procedures and the consequences for those employees who test positive. The policy must be distributed to all of the contractor's safety-sensitive employees.
 - Training of all safety-sensitive employees. Each safety-sensitive employee will need a minimum of one hour of training on the effects and consequences of prohibited drug use and on the signs and symptoms indicating prohibited drug use. Supervisors who may make reasonable suspicion determinations need an additional two hours of training on the indicators of probable drug use and alcohol misuse.
- Referral of employees who test positive to a Substance Abuse Professional

- Record-keeping and reporting. The regulations include requirements for retention of records and annual reporting of drug and alcohol testing information by CAT to FTA.
- Obtaining information from previous employers on all applicants who apply for safety-sensitive positions

Options 1 and 2: (If the contractor implements its own program or contracts with a third party administrator) The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655 and 49 CFR Part 40, produce any documentation necessary to establish its compliance with Parts 40 and 655, and permit any authorized representative of the U.S. Department of Transportation or its operating administrations, or the City and County of Chatham County/City of Savannah to inspect the facilities and records associated with the implementation of the drug and alcohol testing program and review the testing process. The Contractor agrees further to certify annually its compliance with Part 655 by December 1st of the calendar year and to submit the Management Information System (MIS) reports before March 1st (for the prior calendar year). To certify compliance, the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register. The Contractor further agrees to submit within thirty (30) days of the Effective Date: (1) verification that its safety-sensitive employees are included as part of a safety-sensitive random testing pool; (2) a copy of Contractor's policy statement developed to implement its drug and alcohol testing program; and (3) the name of its third party administrator, if applicable. Failure to submit such documents within the prescribed time period, or failure to submit any other documentation relevant to the testing requirements as required by CAT, shall be cause for withholding payments to Contractor until the requirements of this section are met.

Option 3: (If the contractor's employees perform work for CAT and the contractor chooses to participate in CAT's program.) Contractor agrees that its safety-sensitive employees will participate in the CAT's federally mandated drug and alcohol testing program. This participation shall include the following services: training, testing and collection, laboratory, medical review officer and substance abuse professional. Fees for these services shall be billed to Contractor. Payment shall be due within 30 days of the date of invoice. Contractor agrees that if it does not timely pay CAT for such services, CAT may withhold the unpaid amount of the invoice from its payments to Contractor. Contractor shall be responsible for preparation and adoption of a policy statement in compliance with the requirements of Part 655 of the Code of Federal Regulations and for complying with any other federal requirements, including, but not limited to, obtaining required previous employment information regarding applicants for safety-sensitive positions (in compliance with 49 CFR § 40.25). Contractor shall also be responsible for the costs of any rehabilitation or employee assistance benefits for its employees.

e. **Qualified Employees.**

Employees hired by the Contractor as Guards shall possess the following skills and abilities:

- i. Guards shall have the ability to speak, read, write, understand and

- properly use documents written in English.
- ii. Contractor shall communicate all written materials provided by CAT to Guards, including rules, procedures, regulations, guidelines and instructions, and shall ensure that Guards adhere to the standards set forth in such materials.
 - iii. Each and every Guard provided under this Contract shall have the minimum qualifications required for the position for which he/she is provided as set forth herein, to include a license from the Department of Consumer Affairs, Bureau of Collections and Investigative Services, Private Investigation Act, Article 3.2, Section 7544.6 (commonly known as a "Guard Card"). CAT or may require proof of such qualifications at any time from either the Guard or the Contractor and Background checks processed.
 - iv. Guards must be at least twenty-one (21) years of age. This requirement may be waived for veterans of military service with the written approval of CAT.
 - v. All Guard assigned by the contractor are subject to adhere to CAT policies and procedures.
 - vi. Any Guard assigned to armed duty shall meet all qualifications and have all required licenses and certifications to carry firearms.
 - vii. The following persons are not qualified to work as Guards:
 - 1. Persons with felony or serious misdemeanor convictions(s) during the last five years.
 - 2. Persons presently on probation or parole.
 - 3. Guards removed for cause at any time during this Agreement
 - 4. Guards who do not possess the required certifications or training specified in this Agreement.
 - viii. Should any employee be found unqualified for the position to which he/she is assigned, Contractor shall remove such employee immediately and provide a replacement within four (4) hours at no additional cost to CAT.

f. Training Requirement

- i. State Requirements: Contractor shall require all Guards to have current Guard Cards in their possession. Contractor shall provide to CAT a photocopy of current Guard Cards for all Guards assigned to CAT facilities ten days prior to the Effective Date. Photocopies of valid Guard Cards for new employees shall be provided 24 hours prior to their start date at CAT Sites. Photocopies of Guard Card renewals or proof of payment for the renewals shall be provided to CAT quarterly. In addition to the Guard Card, all Armed Guards must have in their possession an Armed Guard Card as issued by the State Department of Consumer Affairs.
- ii. CAT Requirements: Within five (5) Days of the Effective Date of the Agreement, Contractor and CAT will meet to develop written training plans and implement a training

program. Contractor and CAT will have five (5) days to complete the training plan and three (3) weeks to complete all training. Prior to assignment at any CAT Site, all Guards shall complete CAT Contractor Safety Course (4 hours). Training will include but is not limited to CAT specific curriculum to address safety issues related to work at a transit facility and OSHA safety training. Additional training requirements for more specialized positions (the type of training depends on assigned duties)

- iii. Ongoing Training Requirements: The Contractor must ensure that training as described in Section ii. above is conducted annually or when a Contractor hires any new Supervisor, armed Guard or a group of ten (10) unarmed Guards within a given quarter. CAT reserves the right to test Guards' knowledge of the training curriculum required by this Contract. The Contractor shall ensure that all Guards have completed an Anti- Discrimination and Harassment Course (4 hours) within one (1) year of assignment to this Contract.
- iv. Training Waivers: Contractor may request the training requirement to be waived for a particular Guard if Contractor submits adequate documentation to demonstrate that the Guard's skills already exceed the training requirements and CAT approves the waiver request. No waivers for safety and CALOSHA training are allowed under this Agreement.

d. TYPES OF SERVICES.

a. Unarmed Personnel.

Contractor shall provide unarmed personnel as requested.

- i. *Security Control Console Monitors:* Contractor shall provide Guards to monitor Security Control Consoles, at Sites for hours as assigned by CAT, 7 days per week. Security Control Consoles will contain: the radio base station, CCTV monitors, digital video recorder (DVR) and the employee access control system.
- ii. *Field Supervisor:* Contractor shall provide one (1) unarmed Field Supervisor, whose primary responsibility shall be to patrol CAT's facility and respond to all dispatch requests by the Security Control Console Supervisor for any alarms. When requested, or when there is an incident that requires such response, the Field Supervisor shall meet Chatham County/City of Savannah Police Department (SFPD) and/or CAT staff at the

location with keys or access cards as required to in order to allow them access into the building. The Field Supervisor must remain in contact with the Security Control Console Supervisor while on patrol using a hand held radio to be provided by CAT.

b. Supervisor Duties

- i. Each Supervisor of an upcoming shift shall, prior to shift change, determine the readiness of Guards preparing to be posted and ensure adequate number of properly uniformed and equipped Guards are available for the shift.
- ii. Each Supervisor shall communicate any changes in post assignments or procedures, any special instructions, announcements, or any other pertinent information that may affect security operations.
- iii. On-duty Supervisors shall be available at all times during their shift to receive and implement orders or special instructions from CAT concerning matters which affect the operation and security of assigned areas.
- iv. Supervisors shall instruct Guards as to their daily duties at the beginning of each shift. Guard duties shall not interfere with the operations of CAT.
- v. Other than Graffiti Unit Supervisor, no on-duty Supervisor may perform the duties of a Guard on patrol or Relief except in emergencies. During emergencies, the Supervisor may staff a post for a period not to exceed two (2) hours in any consecutive eight (8)-hour period, unless this requirement is waived by CAT. An Emergency Report shall be submitted to CAT by the Supervisor no later than the next business day after the emergency.

c. Contract Security Administrative Support

Contractor shall provide all necessary administrative support to manage Contractor's employees; to prepare reports, compile statistics and provide information as requested by CAT.

d. As-Needed and Emergency Guard Service

In addition to requested scheduled Services, Contractor shall provide As- Needed Guard Service whenever requested by CAT, so long as CAT gives at least four (4) hours' notice of a request for additional Services. Guards requested under As-Needed. Guard Service shall be paid at the regular rate for armed and unarmed Guards. Contractor may be asked to provide armed or unarmed Guards for Emergency Guard Service. Contractor shall provide an Emergency Guard within 30 minutes of CAT request. Contractor may charge an emergency rate for the first four (4) hours of services only. After the first four hours, the rate of pay will revert to regular rates.

e. **TIMES OF SERVICE**

a. **Time Records**

- i. Time records shall be signed by Guards at the beginning and end of each shift and include a standard description of assignments for each day broken down in actual increments
- ii. All original time records and payroll records for an employee's time for which CAT is charged shall be retrievable within 24 hours of CAT request.
- iii. Contractor shall maintain electronic records of actual daily Guard assignments and functions in a standard and reportable manner
- iv. Contractor shall make all-time records and payroll records available for inspection, copying or audit for the entire term of the Agreement and for two years after the term of the Agreement. This section shall survive termination or expiration of the Agreement.

Contractor must also describe how arrangements will be made for rotating coverage during breaks, and must show assignment rotation a minimum of once a month for Revenue related activities.

b. **Hours of Service**

i. **Shift Schedule.**

The Contractor shall provide shift scheduled to be approved by CAT. Contractor agrees that the scheduled work hours and days of Services may be changed at any time, without any penalty to CAT, provided CAT gives seven (7) business days, except in emergencies.

ii. **Limitation on Overtime.**

No Guard shall work more than twelve (12) hours on one or more Sites, for other clients of Contractor or for or any other job in any twenty-four (24) hour period unless the work periods are separated by an eight (8) hour non-duty period. This limitation shall not apply where Contractor demonstrates in writing within one (1) business day after the event; any condition that prevented Contractor's compliance with this requirement. All requests for an exception to this requirement must receive prior written approval from CAT. The Contractor shall obtain a written confirmation of the waiver of this requirement from CAT for each occurrence.

c. **Holidays**

Contractor shall provide Services if request by CAT on official holidays.

d. **Special Events**

The Contractor shall provide additional Services for miscellaneous special events that require armed or unarmed Guard coverage. CAT will provide at least five (5) business days' notice of the number of Guards needed for a Special Event.

f. **REPORTS AND MEETINGS**

a. **Status Meetings**

Contractor's Account Manager shall attend status meetings as requested by CAT staff to discuss issues related to the Agreement including, but not limited to, performance, invoice payments, Agreement status, personnel issues, etc. At least one (1) week prior to the quarterly status meeting, the Account Manager shall provide a quarterly status report that summarizes the status of performance of the Agreement with respect to the subject matters listed above and any others that either party requests be included on the agenda for the quarterly status meeting.

b. **Reports -**

i. **General Report Requirements.**

Whenever a written report is required under the Agreement, any such report must be written in legible English. All reports must be submitted in a Microsoft Word or compatible format in the approved template as set forth in Section 3. Any changes to report content or formats requested by CAT shall be made at no cost to CAT. All written reports are to be submitted by the beginning of the next business day to CAT (**e-mail address and fax number to be provided at time of contract award**)

ii. **Incident Reports.**

I Incident Reports shall be prepared no later than the end of the shift during which an incident occurs by each and every Guard who witnessed or responded to the incident. Included in the incident report is a description of the reported incident and status such as "no incident", "all clear" or "further investigation and follow-up required." The Incident Report shall be submitted to CAT's Security Liaison, or a designated representative in the approved template as set forth in Section 3. Incident Reports must be submitted by Guards whenever there is an event or condition on or adjacent to CAT Property involving injury to persons or property, criminal activity, security breaches, departures from required procedures, suspicious activity, unauthorized persons on CAT property or any significant confrontations or altercations among or between CAT employees, contractors (including Contractor's employees) or members of the public.

Original Incident Reports must be submitted to CAT each business day the prior business day's incidents in electronic format. An Incident Report must be filed in any of the following circumstances:

1. A Guard is required to intervene between any two or more persons, including other Guards, members of the public or CAT staff;
2. A Guard witnesses any crime or suspected crime, including assault;
3. A Guard witnesses any incident in which there is a potential personal injury, whether or not medical attention is requested or required, or in which loss or damage to public or private

- property occurs;
4. A Guard is required to give direction or an order to any person on a Site and they protest or express their unwillingness to comply;
 5. A Guard discovers any unlocked doors or any activated alarms, false or otherwise;
 6. A Guard discovers any evidence of an area being used and/or occupied by vagrants or loiterers.
 7. A Guard observes suspicious or unusual activities, intrusion alarm information, or Graffiti attacks.

iii. Annual Summary Reports

Each year, 90 days before each anniversary date of this Contract, Contractor must furnish a report of the total services ordered under this Contract during the preceding twelve months. The report must be in a format acceptable to CAT and must list by department or location the following: (1) all services awarded under this contract; and (2) total quantity and dollar value of each service ordered, including services for which there were no orders. Contractor must also furnish a separate similar report for the total of all services ordered by CAT which are not part of this Contract

iv. Other Required Reports.

- (a) All malfunctions, vandalism and loss of said equipment stored in the Security Control Console Office must be reported within four (2) hours of the occurrence. The Security Control Console Office contains CAT equipment for which Contractor shall be responsible.
- (b) When a Guard observes suspicious or unusual activities, intrusion alarms, or a Graffiti attack, a report must be telephoned in to CAT within 5 minutes of the occurrence.
- (c) Upon the Effective Date Contractor shall submit a monthly staffing plan that includes the number of Guards that are delegated to each assignment listed in Exhibit A for the upcoming month. The first staffing plan shall include the first two months of the Contract, and each staffing plan shall be submitted 30 days in advance of the month covered by the staffing plan. Supervisors must report any variances from established staffing plans and schedules that occur within a given shift by location and hour, within one (1) business day of the variance. The staffing plan must include arrangements for rotating coverage during breaks for Guards stationed at Revenue Sales locations, and must show assignment rotation a minimum of once a month for Revenue related Activities.
- (d) Lost/Stolen Item report: Guard completes report when a lost or stolen item is reported to provide description of lost/stolen item, location, name of facility and date.
- (e) Daily Security Report (DSR): a log of a Guard's activity during

an assigned shift. Items to be filled out include but are not limited to time of patrols and breaks/lunch which is kept on file at CAT Security Office.

- (f) Radio Logs: Record of all Guard and Supervisor radio transmissions that travel over CAT designated radio frequency. Logs include time of transmission, station call letters and an hourly time check. Log is kept on file at CAT Security Office.
- (g) Armed Guard Daily Report: A log of activity of Armed Guards during a given shift. Log includes arrival and departure time, the name of CAT revenue worker to whom they have been assigned. Log is turned Revenue at the end of each shift.
- (h) Excel Matrix of Planned/Unplanned Scheduled Events to track the date and time of an event, its location, the number of Guards assigned, hours of service, etc.

g. MATERIALS TO BE PROVIDED BY CAT (if applicable)

- a. Approved form of Affidavit of Training;
- b. Approved form of Monthly Access Card Inventory;
- c. CAT required Standard Operating Procedures;
- d. Site's life safety systems, CCTV, computer system, alarm systems;
- e. Emergency fire or fire alarm procedures including floor plans with locations of fire alarm pull boxes, fire extinguishers, fire alarm monitoring panel and other life/safety systems;
- f. Emergency intrusion alarm procedures including computer programs, closed circuit television monitors, voice intercom systems, alarms and alarm enunciator panels and other equipment required for monitoring and control of building access;
- g. Procedures and protocols for responding to medical emergencies, bomb threats, riots, fires, earthquakes, hazardous spills, floods and other emergencies;
- h. Procedures for receiving and forwarding requests for maintenance;
- i. Procedures and protocols for issuing, canceling, using, replacing, and confiscating access control devices including keys and access cards;
- j. CAT Security shall provide the Contractor with a list of contact names and departments, with land line, cell phone and pager numbers. These names are to be used when Contractor needs to notify various individuals or departments about incidents, or to request information and assistance.
- k. CAT organization chart and list of names and phone numbers of all relevant contacts for the Contractor including Security and Enforcement, Revenue, Operations, Contracts and Procurement, Equal Opportunity and Diversity and Accounting units.
- l. CAT e-mail address for use in submitting electronic reports as described in Section 11B and fax number for use in performance of this Contract.

End of Scope of Services

Attachment B
DBE, Non-Debarment, and EPA Certification

The firm submitting this response _____ IS or _____ IS NOT a Disadvantaged Business Enterprise.

The firm submitting this response _____ DOES or _____ DOES NOT use Disadvantaged Business Enterprise subcontractors.

For any DBE subcontractor use, please provide a summary of the percentage of use that you are committing to the DBE subcontractor in your price proposal.

All offerors must certify that they are not on the Comptroller General's list or any DOT List of Ineligible Proposers, List of Persons or Firms Currently Debarred for Violations of Various Contracts Incorporating Labor Standards Provisions, or that the facilities to be utilized in the performance of this project have not been listed on the Environmental Protection Agency's List of Violating Facilities. By signing the Certification Form, this certification is completed.

The signature below attests that the offeror's response is made with full understanding and acceptance of the provisions contained in this response.

Signature

Witness Signature

Print or Type:

Name & Title of Signing Officer

Company

Mailing Address

Date

City, State, Zip

Telephone

E-Mail Address

**Attachment C
References**

CAT may contact references in an effort to obtain more information about the proposer. The references listed should be companies and individuals with whom the proposer has supplied equipment and/or performed services similar to those specified herein.

1. Company Name: _____

 Contact Name: _____

 Phone Number: _____

 Description of Work: _____

2. Company Name: _____

 Contact Name: _____

 Phone Number: _____

 Description of Work: _____

3. Company Name: _____

 Contact Name: _____

 Phone Number: _____

 Description of Work: _____

Attachment D
Addendum Acknowledgment

The undersigned acknowledges receipt of the following addenda to the response documents.

NO ADDENDA WERE RECEIVED _____

(Give number and date of each):

Addendum No. 1 Dated _____

Addendum No. 2 Dated _____

Addendum No. 3 Dated _____

Addendum No. 4 Dated _____

Addendum No. 5 Dated _____

Failure to acknowledge receipt of all addenda may cause the response to be considered non-responsive.

Signature

Title

Attachment E
OFFEROR’S CHECKLIST
 (To verify that all necessary documents are included)

This form **must be completed** and returned with the response. Failure to return the completed form may be cause for considering your response non-responsive.

Responses must be clearly marked with the response number and title, date and time of response opening, and company name. Below is a list of all materials and responses required for this response.

	<u>Proposer</u> <u>Check off</u>	<u>CAT</u> <u>Check off</u>
Proposer Contact Information	_____	_____
Financial Statement/Tax Return	_____	_____
Evidence of Gen. Liability Insurance	_____	_____
Attachment B – DBE Certification Form	_____	_____
Attachment C – Proposer’s References	_____	_____
Attachment D – Addendum Acknowledgment	_____	_____
Attachment E – Offeror’s Checklist	_____	_____
Attachment F – Proposer Information Form	_____	_____
Attachment G – Federal Clause Certification	_____	_____
Lobbying Certification	_____	_____

Signature

Title

Attachment F
PROPOSER INFORMATION FORM

All offerors are required to submit this information as a condition of submitting an offer to CAT. Offerors must insure that ALL sub-contractors at all tiers, which are proposed to be used under any agreement issued by CAT, have also submitted an executed copy of this form. CAT is required to maintain this information by the Federal Transit Administration and it is not subject to waiver.

Firm Name _____

Firm Address _____

Telephone Number _____

Fax Number _____

DUNS Number _____

E-Mail Address _____

Firm's status as Disadvantaged Business Enterprise
(DBE) or Non- DBE _____

Ethnicity of DBE Principle: _____

Gender of DBE Principle: _____

Year Firm Founded _____

Annual gross receipts of the firm:

___ < \$500K; ___ \$500K - \$1 million; ___ \$1-2 million; ___ \$2-5 million; ___ > \$5 million

Prime or Sub-Contractor _____

NAICS code(s) _____

I certify to the best of my knowledge that the above information is true and correct:

Signature: _____

Name & Title: _____

Date: _____

CAT Project No.: _____

**FAILURE TO PROVIDE A COMPLETED COPY OF THIS FORM AS STIPULATED
HEREIN MAY PRECLUDE YOUR OFFER FROM CONSIDERATION FOR AWARD.**

**Attachment G
Federal Regulatory Requirements**

**CONTRACTOR MUST REVIEW THESE REQUIREMENTS, SIGN THE
CERTIFICATION & APPLICABLE FEDERAL REGULATIONS, AND SUBMIT THIS
SECTION AS PART OF THE RESPONSE.**

FEDERAL CLAUSE CERTIFICATION

I have read and understand the federal clauses that are applicable to this solicitation and I am duly authorized to execute this Certification on behalf of the entity submitting this response.

Proposer Name

By Its: _____
Title

Sign Name

Printed Name

Date

State of _____
County of _____

Signed and sworn to before me on _____, 20____
by _____ the _____ of Contractor and
duly authorized to execute this instrument on Contractor's behalf.

Notary Public

My Commission Expires

Federal Clauses

ACCESS TO RECORDS AND REPORTS

- a. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-Contracts, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records.
- b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
- d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. 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 any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Agency."

CIVIL RIGHTS LAWS AND REGULATIONS

The following Federal Civil Rights laws and regulations apply to all contracts.

1 Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to:

- a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.
- b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

2 Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

3 Nondiscrimination on the Basis of Age. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

4 Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Civil Rights and Equal Opportunity

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with 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, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., 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. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. 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, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, 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.

3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S.

EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, 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.

4.Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

5.Promoting Free Speech and Religious Liberty. The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of \$150,000:

Clean Air Act

- (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.
- (2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

Federal Water Pollution Control Act

- (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.
- (2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA."

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

DEBARMENT AND SUSPENSION

a. Applicability: This requirement applies to all FTA grant and cooperative agreement programs for a contract in the amount of at least \$25,000

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) The accompanying certification is a material representation of fact relied upon by the subrecipient. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Agency and subrecipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Agency deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments; (2) Assessing sanctions; (3) Liquidated damages; and/or (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 C.F.R. § 26.29(a).

Finally, for contracts with defined DBE contract goals, each FTA Recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency’s written consent; and that, unless the Agency’s consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

It is the policy of the Agency and the United States Department of Transportation (“DOT”) that Disadvantaged Business Enterprises (“DBE’s”), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FTA pre-approval.

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.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, 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 contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and

applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

FEDERAL CHANGES

49 CFR Part 18 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.

FLY AMERICA

a) Definitions. As used in this clause—

1) "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. 2) "United States" means the 50 States, the District of Columbia, and outlying areas. 3) "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencies, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

e) Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

Incorporation of Federal Transit Administration (FTA) Terms - The provisions within 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 the current FTA Circular 4220 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 Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Agency 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 Agency, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

NOTIFICATION TO FTA

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its sub agreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

(3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

PATENT RIGHTS AND RIGHTS IN DATA

Intellectual Property Rights

This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant the Agency intellectual property access and licenses deemed necessary for the work performed under this Contract and in accordance with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT. The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Contract and shall, at a minimum, include the following restrictions:

Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution. For purposes of this Contract, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

1. The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

a. Any subject data developed under the Contract, whether or not a copyright has been obtained; and

b. Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.

2. Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.

3. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

4. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

5. Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.

6. The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

PROMPT PAYMENT

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

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

SIMPLIFIED ACQUISITION THRESHOLD

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317–200.327. The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America's eligibility and process requirements apply to any procurement in excess of \$150,000. 49 U.S.C. § 5323(j)(13).

SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Agency.

Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

Applies to States –

a. To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:

- (1) The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;
- (2) The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and
- (3) The amount of federal assistance FTA has provided for a State Program or Project.

b. Documents - The State agrees to provide the information required under this provision in the following documents: (1) applications for federal assistance, (2) requests for proposals or solicitations, (3) forms, (4) notifications, (5) press releases, and (6) other publications.

TERMINATION

Termination for Convenience (General Provision)

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

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 Agency 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 be paid only 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 Agency 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 Agency, 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.

Opportunity to Cure (General Provision)

The Agency, 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 Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency 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 Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Agency

shall not limit Agency's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Convenience (Professional or Transit Service Contracts)

The Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Agency's interest. If this contract is terminated, the Agency shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

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 Agency may terminate this contract for default. The Agency 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 Agency.

Termination for Default (Transportation Services)

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Agency or its agent. The Contractor and Agency shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

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 Agency.

Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Agency may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Agency resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Agency in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if: 1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and 2. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract. 3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Architect and Engineering)

The Agency may terminate this contract in whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Agency's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency. 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 Agency.

Termination for Convenience or Default (Cost-Type Contracts)

The Agency 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 Agency 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 Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency 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 Agency and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of Agency, 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 Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

VIOLATION AND BREACH OF CONTRACT

Rights and Remedies of the Agency

The Agency shall have the following rights in the event that the Agency deems the Contractor guilty of a breach of any term under the Contract.

1. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors; 2. The right to cancel this Contract as to any or all of the work yet to be performed; 3. The right to specific performance, an injunction or any

other appropriate equitable remedy; and 4. The right to money damages.

For purposes of this Contract, breach shall include.

Rights and Remedies of Contractor

Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the Agency, the Contractor expressly agrees that no default, act or omission of the Agency shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the Agency directs Contractor to do so) or to suspend or abandon performance.

Remedies

Substantial failure of the Contractor to complete the Project in accordance with the terms of this Contract will be a default of this Contract. In the event of a default, the Agency will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Contract by the Contractor before the Agency takes action contemplated herein, the Agency will provide the Contractor with sixty (60) days written notice that the Agency considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

Disputes

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by an authorized representative of Agency. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Agency's authorized representative. 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 Agency's authorized representative shall be binding upon the Contractor and the Contractor shall abide by the decision.

In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the Authority acted in an arbitrary, capricious or grossly erroneous manner.

Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with the Agency's direction or decisions made thereof.

Performance during Dispute

Unless otherwise directed by Agency, 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 its employees, agents or others for whose acts it is legally liable, a claim for damages therefor 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 Agency and the Contractor arising out of or relating to this Contract 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 Agency 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 Agency 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.

Federal Certifications

CERTIFICATION AND RESTRICTIONS ON LOBBYING

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

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

- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

Name of Bidder/Company Name: _____

Type or print name: _____

Signature of authorized representative: _____ Date ____/____/____

Signature of notary and SEAL: _____

**GOVERNMENT-WIDE DEBARMENT AND SUSPENSION
(NONPROCUREMENT)**

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

(1) It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,

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

- a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
 - 1. Debarred,
 - 2. Suspended,
 - 3. Proposed for debarment,
 - 4. Declared ineligible,
 - 5. Voluntarily excluded, or
 - 6. Disqualified,
- b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
 - 1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
 - 2. Violation of any Federal or State antitrust statute, or,
 - 3. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,
- c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,
- d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
- e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,
- f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
 - 1. Equals or exceeds \$25,000,,
 - 2. Is for audit services, or,
 - 3. Requires the consent of a Federal official, and
- g. It will require that each covered lower tier contractor and subcontractor:
 - 1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
 - 2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
 - a. Debarred from participation in its federally funded Project,
 - b. Suspended from participation in its federally funded Project,
 - c. Proposed for debarment from participation in its federally funded Project,
 - d. Declared ineligible to participate in its federally funded Project,
 - e. Voluntarily excluded from participation in its federally funded Project, or
 - f. Disqualified from participation in its federally funded Project, and
 - 3. It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

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

Certification

Contractor: _____

Signature of Authorized Official: _____ Date _____ / _____ / _____

Name and Title of Contractor's Authorized Official: _____