

REQUEST FOR PROPOSAL

RFP#2024-102

FOR

JANITORIAL CLEANING SERVICES -
HYANNIS TRANSPORTATION CENTER

ADMINISTRATIVE OFFICES & LOBBY AREA

November 8, 2024

Thomas S. Cahir
Administrator
Cape Cod Regional Transit Authority
P.O. Box 1988
Hyannis, MA 02601
(508) 775-8504

SOLICITATION

REQUEST FOR PROPOSAL

The Cape Cod Regional Transit Authority (CCRTA) is issuing a Request for Proposal (RFP) # 2024-102 for interested vendors to submit proposals for Janitorial Cleaning Services covering the CCRTA Hyannis Transportation Center Administrative Offices and Building Lobby Area open to the public.

Proposals must be received at the CCRTA Administrative Offices located at 1 Transportation Avenue, PO Box 1988, Hyannis, MA 02601 no later than 2:30 PM On Friday, December 20, 2024. Bidders should be aware that CCRTA does NOT receive direct mail delivery at this address. Our post office box address is required. Bidders are encouraged to hand deliver in the event that a bid will be coming in at the last minute. Proposals received after the date and time specified will be rejected as non-responsive and be returned to the respondent unopened. The envelope must be clearly marked "SEALED RFP #2024-102".

Bidders are encouraged to download copies of this document from the CCRTA website and register there. In the event that addenda are required to this procurement, registered participants will be notified by email. In the event that you are not registered at the CCRTA website, it is your obligation to check periodically for changes to stay current with the RFP.

The CCRTA reserves the right to accept or reject any and all proposals, and to waive informalities and irregularities, as it deems in its best interest. Any questions regarding this proposal please contact the Director of Grants at dshores@capecodrta.org.

A True Copy Attest

Thomas S. Cahir
Administrator

Procurement Timeline

RFP Posted:	November 8, 2024
Scheduled Walk-through	November 21, 2024, 10:00 a.m.
Deadline for submitting questions	December 6, 2024, 2:30 p.m.
Questions answered and posted	December 13, 2024, 5:00 p.m.
Deadline for bid submittals	December 20, 2024, 2:30 p.m.
Bid Opening	December 20, 2024, 3:00 p.m.

The review committee will analyze bid submissions and make a decision in the week following the opening of bids. Final results will be posted to our website as soon as contract is finalized.

A. PURPOSE

The intent of this document is to provide interested vendors with sufficient information to enable them to prepare and submit proposals for consideration by CCRTA for Janitorial Cleaning Services for the Hyannis Transportation Center Administrative Offices and Building Lobby Area open to the public on a scheduled basis.

The term of the contract will be for one (1) year with the option of four, one-year extensions at the discretion of the CCRTA .

B. FACILITIES INCLUDED IN THIS PROPOSAL

The Hyannis Transportation Center (HTC) building

Address: 215 Iyannough Rd, Hyannis, MA 02601

Facilities Manager's Name: Scott Swiniarski

Days of the week service is to be performed:

1. 2nd floor Administrative Offices, Restrooms, Corridors, Elevator and Stairwells: Five days per week, Monday – Thursday and either Friday or Sunday as agreed to by CCRTA.
2. 1st floor Lobby and Public Restrooms: Seven days per week, Monday – Sunday

Total Cleanable Square Footage:

- | | |
|--|-----------------|
| 1. 2 nd floor Administrative Office and Corridor Areas: | 5,332.5 sq. ft. |
| 2. 1 st floor Lobby, Restroom, and Elevator Areas: | 6,500.0 sq. ft. |

GENERAL BUILDING INFORMATION

Number of Floors:	2
Number of Stairwells:	2
Elevators (Carpet)	1
Cafeteria (Yes or No)	No
Number of Entry Mats	8
How are Restroom Supplies Handled	CCRTA Provides
Recycling Program (Yes or No)	Yes
Dumpsters (Yes or No)	Yes
Number of Public Restrooms:	2
Number of Private Restrooms:	2

C. SCOPE OF SERVICES REQUESTED

The successful bidder will provide, but not be limited to the following services:

2nd floor Administrative Offices, Restrooms, Corridors, Elevator and Stairwells: Five days per week, Monday – Thursday and either Friday or Sunday

AREA REQUIREMENTS			
	WEEKLY	MONTHLY	ANNUALLY
ELEVATOR			
Clean elevator doors and walls (interior and exterior)	5x		
Vacuum carpet and spot clean floor as needed	5x		
Maintain debris free	5x		
ADMINISTRATIVE OFFICES & COMMON AREAS			
Empty all trash and replace liners	5x		
Dust furniture without moving files and paperwork	5x		
Dust partition tops, ledges and horizontal surfaces within reach	1x		
Vacuum carpet traffic areas and spot clean as needed	5x		
Properly arrange office furniture	5x		
Spot clean all glass	5x		
Remove all fingerprints and smudges from doors and light switches	5x		
Secure doors & turn off lights	5x		
Dust vent covers and blinds		1x	
Detail vacuum corners and edges		1x	
Clean baseboards, high and low dust		1x	
RESTROOMS (upper level)			
Empty all trash / Replace liners	5x		
Clean and disinfect counters	5x		
Clean and disinfect all fixtures (e.g., sinks, faucets, toilets, safety rails, etc.)	5x		
Clean and shine mirrors	5x		
Clean and fill all dispensers	5x		
Sweep and mop floors	5x		
Dust all horizontal surfaces	5x		
Spot clean walls and partitions	5x		
Spot clean doors, frames, switches	5x		
Dust vent covers and light fixtures	1x		
Clean baseboards, high and low dust	1x		
Pour water down floor drains	1x		

1st floor Lobby and Public Restrooms: Seven days per week, Monday – Sunday

AREA REQUIREMENTS			
	WEEKLY	MONTHLY	ANNUALLY
BUILDING ENTRANCES, LOBBY, CONFERENCE ROOM, and BREAKROOM			
Detail entry glass doors	7x		
Empty all trash/Replace liners (building and grounds)	7x		
Dust/clean lobby furniture/benches	7x		
Dry Mop/Damp Mop Floors	7x		
Wet Mop Floors	7x		
Wipe down door knobs and signs	7x		
Spot clean walls and doors	7x		
Detail vacuum corners and edges	7x		
Clean walls, doors, frames, switches, baseboards, high and low dust	1x		
RESTROOMS			
Empty all trash/Replace liners	7x		
Clean and disinfect counters	7x		
Clean and disinfect all fixtures (e.g., sinks, faucets, toilets, safety rails, etc.)	7x		
Clean and shine mirrors	7x		
Clean and fill all dispensers	7x		
Sweep, disinfect and mop floors	7x		
Dust all horizontal surfaces	7x		
Spot clean walls and partitions	7x		
Clean and disinfect changing table	7x		
Spot clean doors, frames, switches	7x		
Dust vent covers and light fixtures	1x		
Clean baseboards, high and low dust	1x		
Pour water down floor drains	1x		
FLOORS			
Buff Lobby floors		2x	
Strip and wax Lobby floors			2x
Vacuum conference room floor carpet and breakroom	7x		
Spot clean carpeted floors	As needed		

D. SPECIFIC REQUIREMENTS

For 2nd floor Administrative Offices, Restrooms, Corridors, Elevator and Stairwells: Five days per week, Monday – Thursday and either Friday or Sunday as agreed to by CCRTA. All services must be provided between the hours of 6:00 PM and 5:00AM. Unless a bidder has written permission from the CCRTA, there must be two cleaners on the premises at all times; no one is allowed to work in the building alone.

The winning bidder must provide CORI information on all representatives cleaning the building to the CCRTA Facilities Manager for approval prior to their assignment to this contract. The office space included in this RFP is not open to the public and may contain documents of a private nature. Bidders should expect that CCRTA will be keenly interested in an individual/firm with a demonstrated record of providing similar service. This applies to the initial assignments as well as any additional representatives during the course of the contract.

Emergency services such as restroom cleaning must be done within a one hour window of being notified by the CCRTA or its representatives.

CCRTA will provide trash bags, paper towels, restroom tissue, hand soaps, and hand sanitizer (a product log will be kept and updated as materials are replaced; all other products must be provided by the bidder. All cleaning products must have a Safety Data Sheet (SDS) and be environmentally safe. SDS sheets must be filed with the Facilities Manager annually and prior to use, and kept in a three-ring binder clearly marked SDS.

Bidders should plan on storing all equipment off-site as there is no significant storage space available at the Transportation Center. Exceptions should be arranged with the Facilities Manager if space allows.

E. WALK THROUGH

There will be a scheduled walk-through of the Hyannis Transportation Center office areas for potential bidders to assist them in responding to this RFP. This walk-through will take place on November 21, 2024 at 10:00 a.m. Attendance at this walk-through is not mandatory but encouraged. Questions which arise from this event must be submitted in writing according to the process identified in Section G. below and will not be answered that day.

F. SUBMITTAL PROCESS AND DETAILS

Proposals are sought from individuals or firms with recognized expertise in the appropriate fields. Proposals should include the following:

1. Contractor's name, address, and names of primary contact person.
2. Transmittal letter signed by an officer of the organization, which states that:
 - a. The information contained in this submission is accurate and complete as of the date of submission.
 - b. The organization complies with required equal employment opportunity and fair employment practices.
 - c. The organization is not on the Comptroller General's list of ineligible contractors.
3. Identification of Offeror and General Information (form attached).
4. DBE/WBE/MBE certification (form attached).
5. Reference list (form attached).
6. Price Proposal (form attached).
7. Attach Part III, FTA Standard Clauses and Massachusetts Required Clauses, with signatures.

8. Provide any additional information, which you believe, may be relevant to the evaluation of your organization's proposal.

Two copies of the proposal should be forwarded to:

Debra Shores
Director of Grants
Cape Cod Regional Transit Authority
1 Transportation Avenue
P.O. Box 1988
Hyannis, MA 02601

no later than 2:30 PM on Friday, December 20, 2024. All proposals must be in sealed envelopes clearly marked "SEALED RFP #2024-102."

Bids will be opened on Friday, December 20, 2024 at 3:00 p.m. for the purpose of determining "responsible" bidders. Responsible bidders are those that have returned all required forms and information. This public opening will make no determination on the "responsiveness" of the proposal.

G. QUESTIONS/CLARIFICATIONS THAT ARISE FROM THIS RFP

Any questions regarding this proposal please contact the Director of Grants, by email at dshores@capecodrta.org . The deadline for submitting questions for this RFP is December 6, 2024 at 2:30 p.m. All questions will be answered and the results posted by December 13, 2024 5:00 p.m. on the CCRTA website at <https://capecodrta.org/contact/notices/> under procurement notices. Bidders are responsible to check the site for clarifications and addenda posted throughout the bidding process.

H. EVALUATION CRITERIA

It is not the intent of this RFP to solicit an overly long response, but it is important the individual/firm's experience be adequately described. CCRTA staff will review the submitted proposals and will select a vendor(s) to meet with to discuss the proposal and vendor qualifications, in greater detail. The selected contractor will meet with the CCRTA to prepare a contractual agreement between the CCRTA and the contractor, as soon after the final selection as is reasonable.

The following criteria will be used in evaluating proposals.

- | | |
|---|-----|
| 1. Experience of Contractor, with emphasis on experience related to facilities similar to the Hyannis Transportation Center | 25% |
| 2. References | 15% |
| 3. DBE/WBE/MBE participation | 10% |
| 4. Price | 35% |
| 5. Required proposal content | 15% |

Upon selection of the most qualified and responsive contractor(s) using the above evaluation criteria, CCRTA will begin negotiations with one or more of the finalists. The contractor's proposal shall form the basis of that process. If CCRTA is unable to reach an agreement with the selected proposer(s), CCRTA reserves the right to terminate procedures and enter contract development procedures with the next highest rated proposer.

I. CONTRACT PROVISIONS

The contractor will protect, defend and indemnify the CCRTA, its officers, agents, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of the CCRTA in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of contractor, any sub-contractor, or any employee, agent or representative of the contractor or any sub-contractor.

Issuance of this Request for Proposal does not commit CCRTA to award a contract or to pay any costs incurred in preparation of the proposals in response to this request.

The CCRTA reserves the right to reject any and all proposals, in whole or in part, if such action is determined to be in its best interest. Unless all proposals are rejected, award shall be made to the proposer(s) whose proposal(s), conforming to the solicitation, will be most advantageous to the CCRTA, price and other factors considered. The CCRTA further reserves the right to waive any informalities or irregularities, or to discontinue this process without prejudice.

Contract awards are subject to the availability of funds. Contracts will be made for the initial period only. Contract renewals for the optional subsequent periods will be executed if the service requirement still exists for the subsequent periods, and if funds are available. Contract renewals are also subject to mutual agreement between the parties.

After proposals are received, CCRTA reserves the right to request additional information from any proposer and to interview any or all proposers. Interviews, if any, will be conducted at the CCRTA offices.

Disadvantaged Business Enterprises will be afforded full consideration and are encouraged to submit proposals in response to the request and will not be discriminated against on the grounds of race, color, sex, national origin or Veteran's status in consideration for an award. Further, any contracts entered into with the proposer pursuant to this request will include provisions to assure compliance with applicable civil right regulations.

All contractors submitting proposals must recognize that the terms and provisions of a final agreement with CCRTA will be negotiated between the parties after the most qualified firm has been selected in accordance with the evaluation criteria herein.

If a contract is awarded, the selected vendor will be required to adhere to a set of general contract provisions which will become a part of any formal agreement. These provisions are general principles which apply to all contractors of service to the CCRTA such as the following:

- All reports, estimates, memoranda and documents submitted by the Contractor must be dated and bear the Contractor's name.
- All reports made in connection with these services are subject to review and final approval by the Facilities Manager.
- The Facilities Manager will review and inspect the Contractor's activities during the term of this contract.
- When applicable, the Contractor will submit a final, written report to the CCRTA.
- After reasonable notice to the Contractor, the CCRTA may review any of the Contractor's internal records, reports, or insurance policies.
- The contractor will provide the required services and will not subcontract or assign the services without the CCRTA's written approval.
- The parties agree that the Contractor is neither an employee nor an agent of the CCRTA for any purpose.

J. BID PROTEST PROCEDURES

Part I. Cape Cod Regional Transit Authority Procedures

- a. General: Protests will only be accepted by the Cape Cod Regional Transit Authority from prospective bidders or offerors whose direct economic interest would be affected by the award of a contract or refusal to award a contract. The Authority will consider all such protests, whether submitted before or after the award of a contract. All protest must be in writing and conform to the following requirements:

- a. Be concise and legally arranged;
- b. Provide name, address and telephone numbers of protester;
- c. Identification of the solicitation or contract number;
- d. Provide a clear and detailed statement of legal and factual grounds of the protest including copies of all relevant documents;
- e. A statement as to what is requested.

b. Protest Before Award

- a. General: Protest before award must be submitted within the time frame as specified below. If the written protest is not received by the time period specified, the bid or evaluation shall continue.
- b. Protest before bid opening: Protests addressing the adequacy of the Request for Proposals (RFP) or Invitation for Bids (IFB), including the pre-award procedure, the instruction to Proposers, general terms and conditions, specifications and scope of work, must be filed with the CCRTA not less than seven (7) full working days before bid opening. Thereafter, all issues and appeals are deemed waived by all interested parties. Upon receipt of the written protest, the CCRTA will determine if the bid opening should be postponed.

If the opening is postponed, the Authority will immediately contact prime contractors and subcontractors who have been furnished a copy of the specifications that a protest has been filed and that the opening is postponed until a final decision is issued. Any appropriate addenda will be issued regard a rescheduling of the bid opening. Any protest may be withdrawn at any time before CCRTA has issued its decision.

- c. Protest after bid opening: A protest of a decision of the CCRTA to award a contract to a prime contractor or a subcontractor must conform to A. above and be received by the Authority within ten (10) full working days of its decision. Thereafter, such decisions are deemed waived by all interested parties.

In addition, when a protest against the making of an award is received and the CCRTA determines to withhold the award pending disposition of the protest, the bidders (whose bids might become eligible for award) shall be requested, before expiration of the time for acceptance of bids, to extend the time for acceptance (with the consent of sureties, if any) to avoid the need for re advertising.

When a written protest against making an award is received, the award shall not be made until five (5) days after the matter is resolved. The Authority may, however, proceed to make an award if it determines that:

1. The items to be procured are urgently requested, or;
2. Delivery or performance will be unduly delayed by failure to make the award promptly, or;
3. Failure to make a prompt award will otherwise cause undue harm to the CCRTA, the Commonwealth of Massachusetts or the Federal Government.

In the event the CCRTA determines that an award is to be made during the five day period or during the pendency of a protest, the FTA will be notified prior to the making of the award. The FTA reserves the right not to participate in such procurement. If an award is made, the appropriate documents will be prepared to explain the need for the award with notice to the protestor and other concerned parties.

- c. Protest after award: Protest against an award must be filed with CCRTA within five (5) full working days immediately following the award. This protest shall conform to requirements of A. above. Thereafter, such issues are deemed waived by all interested parties.

Although the number of persons involved in or affected by the filing of a protest may be limited to instances where an award has been made, the contractor shall be furnished with the notice of protest and related information. Also, if it appears that the award may be invalidated and a delay in receiving the supplies or service is not prejudicial to the CCRTA interest, the Authority shall consider a mutual agreement with the contractor to suspend performance on a no-cost basis.

- d. Cape Cod Regional Transit Authority decision on the protest: The Authority shall render its decision in writing within fourteen (14) working days from the receipt of the written protest and shall provide the notice of this decision to all interested parties. Following an adverse decision by the Authority, the protestor may file a protest with the Federal Transit Administration (FTA).

Part II: FTA Review of Protest

1. FTA will only review protests regarding the alleged failure of CCRTA to have written protest procedures or alleged failure to follow such procedures.
2. Alleged violations on other grounds are under the jurisdiction of the appropriate State or local administrative or judicial authorities. Alleged violations of a specific Federal requirement that provides an applicable complaint procedure shall be submitted and processed in accordance with that Federal regulation.
3. FTA will only review protests submitted by an interested party as defined in Paragraph B, below.
 - a. Remedy: FTA's remedy for the CCRTA's failure to have written protest procedures or failure to follow such procedures is limited to requiring the Authority to develop such procedures, if necessary, and follow such procedures in reviewing the protest at issue if the Authority desires FTA financial participation in the contract in question. In instances where the CCRTA has awarded to another bidder or offeror prior to FTA's decision on the protest, the FTA may refuse to participate in funding the contract.

- b. Definitions: For the purposes of these Protest Procedures, the following definitions apply:
 - 1. “Days” refers to working days of the Federal Government;
 - 2. “File” or “submit” refers to the date of receipt by FTA;
 - 3. “Interested Party” means an actual or prospective bidder or offeror whose direct economic interest would be affected by the award of the contract or by failure to award the contract;
 - 4. “Bid” includes the term “offer” or “proposal” as used in the context of negotiated procurements.

- c. Time for Filing:
 - 1. Protesters shall file a protest with the FTA not later than five (5) working days after a final decision is rendered under the CCRTA’s protest procedure. In instances where the protester alleges that the Authority failed to make a final determination on the protest, protesters shall file a protest with the FTA not later than five (5) working days after the protester knew or should have known of the Authority’s failure to render a final determination on the protest.
 - 2. The CCRTA shall not award a contract for five (5) working days following its decision on a bid protest except in accordance with the provisions and limitations of subparagraph G. After five (5) days, the Authority shall confirm with the FTA that the FTA has not received a protest on the contract in question.

- 4. Submission of Protest to FTA:
 - a.. Protests should be filed with the appropriate FTA Regional Office with a concurrent copy to the CCRTA.

 - b. The protest files with FTA shall:
 - 1. Include the name and address of the protestor;
 - 2. Identify the CCRTA project number and the number of the contract solicitation;
 - 3. Contain a statement of the grounds for protest and any supporting documentation. This should detail the alleged failure to follow the protest procedures or the alleged failure to have procedures and be fully supported to the extent possible;
 - 4. Include a copy of the local protest filed with the CCRTA and a copy of the CCRTA decision, if any.

- 5. Cape Cod Regional Transit Authority Response:
 - a. FTA shall notify the Authority in a timely manner of the receipt of a protest. FTA shall instruct the Authority to notify the contractor of the protest if award has been made or, if no award has been made, to notify all interested parties. The Authority shall instruct all who received such notice that they may communicate further directly with the FTA.

b. The Authority shall submit the following information not later than ten (10) days after receipt of notification by the FTA of the protest:

1. A copy of the CCRTA protest procedures;
2. A description of the process followed concerning the protestor's protest; and
3. Any supporting documentation.

c. The CCRTA shall provide the protestor with a copy of the above submission.

6. Protestor Comments:

The protestor must submit any comments on the CCRTA's submission not later than ten (10) days after the protestor's receipt of the Authority's submission.

7. Withholding of Award:

When a protest has been timely filed with the CCRTA before award, the Authority shall not make an award prior to five (5) days after the resolution of the protest, or if a protest has been filed with the FTA, during the pendency of that protest, unless the Authority determines that:

- a. The items to be procured are urgently required;
- b. Delivery or performance will be unduly delayed by failure to make the award promptly; or
- c. Failure to make prompt award will otherwise cause undue harm to the CCRTA or the Federal Government.

In the event that the CCRTA determines that the award is to be made during the five (5) day period following the local protest decision or the pendency of a protest, the Authority shall notify the FTA prior to making such award. FTA will not review the sufficiency of the Authority's determination to award during the pendency of a protest prior to the FTA's bid protest decision. FTA reserves the right not to participate in the funding of any contract awarded during the pendency of a protest.

8. FTA Action:

Upon receipt of the submission, the FTA will either request further information or a conference among the parties, or will render a decision on the protest.

K. INSURANCE REQUIREMENTS

The Contractor will maintain at its own expense during the term of this Contract, the following insurance:

1. Workers' Compensation Insurance with Massachusetts statutory limits and Employers Liability Insurance with a minimum limit of \$500,000 each accident for any employee.
2. Commercial General Liability Insurance with a combined single limit of \$1,000,000 each

occurrence for bodily injury and property damage. The CCRTA shall be added as “additional insured” on general liability policy with respect to the services provided under this contract.

Insurance companies, named insureds and policy forms may be subject to the approval of the CCRTA Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to the CCRTA. Contractor shall be responsible to the CCRTA or insurance companies insuring the CCRTA for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. Contractor shall furnish the CCRTA Director of Grants with satisfactory certificates of insurance or a certified copy of the policy annually.

No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the Director of Grants. If the insurance as evidenced by the certificates furnished by the Contractor expires or is canceled during the term of the contract, services and related payments will be suspended. Contractor shall furnish the CCRTA with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the Cape Cod Regional Transit Authority, Office of the Director of Grants, P. O. Box 1988, Hyannis, MA, 02601, and shall provide for thirty day written notice to the Certificate holder of cancellation of coverage.

CCRTA may amend these requirements and/or limits if it is in its own best interest in order to encourage small/disadvantaged business participation.

L. COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

M. INTEREST OF CONTRACTOR AND CCRTA

The Contractor promises that it has no interest which would conflict with the performance of services required by this contract. The Contractor also promises that, in the performance of this contract, no officer, agent, employee of the CCRTA, or member of its governing body, may participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest.

N. CONTINGENT FEES

The Contractor promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach of this promise, the CCRTA may cancel this contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Contractor.

PART II

FORMS FOR SUBMISSION with RFP

IDENTIFICATION OF OFFEROR AND GENERAL INFORMATION

Identification of Respondent:

Name of organization/individual: _____

Business Address: _____

Telephone Number: _____

Legal Status of Organization: (Check One)

_____ Corporation

_____ Joint Venture

_____ Partnership

_____ Sole Proprietorship

_____ Other (Identify):

Name of Chief Executive Officer of organization: _____

Name of individual designated to represent your organization in subsequent discussions or negotiations related to this solicitation:

_____ (name)

_____ (phone)

Describe the major business functions or activities of your organization (attach any other information you desire.)

DBE/WBE/MBE CERTIFICATION

Does your organization qualify as a Disadvantaged Business Enterprise (DBE), Women's Business Enterprise (WBE) or Minority Business Enterprise (MBE)?

_____ Yes _____ No

If yes, please attach copy of certification.

Disadvantaged Business Enterprises will be afforded full opportunity to submit proposals in response to the request and will not be discriminated against on the grounds of race, color, sex, national origin, or veteran's status in consideration for an award. Further, any contracts entered into with the proposer pursuant to this request will include provisions to assure compliance with applicable civil right regulations.

Price Proposal Form

Vendor/Individual: _____

Fixed fee to perform maintenance as specified in Section C using the schedule incorporated into that section:

Year One _____

Option Year Two _____

Option Year Three _____

Option Year Four _____

Option Year Five _____

Hourly rates for other services as required:

Service Calls for unexpected emergencies: _____ /hr.

Standard Service Calls during business hours: _____ /hr.

Overtime Service Calls outside business hours: _____ /hr.

Travel Time Rate: _____ /hr.

Frequency/schedule of payments to be negotiated with winning bidder.

PART III

Federal/State Clauses and Certifications

Please note, some of the following forms require signatures and submission along with the proposal. Proposals missing these documents may be disqualified.

FEDERAL TRANSIT ADMINISTRATION

ACCESS TO RECORDS AND REPORTS

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

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
3. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
4. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

AMERICANS WITH DISABILITIES ACT (ADA)

The Contractor agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC § 12101 *et seq.*; section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794; 49 USC § 5301(d); and any implementing requirements FTA may issue. These regulations provide that no handicapped individual, solely by reason of his or her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity included in or resulting from this Agreement.

In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112 and section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Contractor agrees that it will comply with the requirements of U.S. Department of Transportation regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37; and U.S. Department of Transportation regulations, "Americans with Disabilities Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38, pertaining to facilities and equipment to be used in public transportation. In addition, the Contractor agrees to comply with the requirements of 49 U.S.C. § 5301 (d) which expresses the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly persons and persons with disabilities. Contractor also agrees to comply with any implementation requirements FTA may issue.

Contractor understands that it is required to include this Article in all subcontracts. 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 Authority deems appropriate.

CIVIL RIGHTS REQUIREMENTS

Nondiscrimination

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

COMPLIANCE WITH FEDERALLY REQUIRED CLAUSES AND REQUIREMENTS

Contractor (bidder) is responsible for ensuring its compliance with all applicable Federal Transit Administration (FTA) requirements. Additionally, Contractor is responsible for ensuring that subcontractors, at as many tiers of the Project as required, perform in accordance with the terms, conditions, and specifications of the contract, including all applicable FTA requirements.

Upon request of CCRTA or FTA, Contractor shall provide evidence of the steps it has taken to ensure its compliance with the FTA requirements, as well as evidence of the steps it has taken to ensure subcontractor performance, and/or submit evidence of subcontractor's compliance, at all tiers.

CONFLICT OF INTEREST

The Contractor is required to have a written standards of conduct to encompass both personal and organizational conflicts of interest and defines them as follows:

Personal Conflicts of Interest. The Recipient's code or standards of conduct shall prohibit the Recipient's employees, officers, board members, or agents from participating in the selection, award, or administration of a third party contract or sub-agreement supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when any of the following parties has a financial or other interest in the entity selected for award: (a) an employee, officer, board member, or agent; (b) any member of his or her immediate family; c) his or her partner; or (d) an organization that employs, or intends to employ, any of the above.

Organizational Conflicts of Interest. The Recipient's code or standards of conduct must include procedures for identifying and preventing real and apparent organizational conflicts of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or sub-agreement may, without some restrictions on future activities, result in an unfair competitive advantage to the third party contractor or sub-recipient or impair its objectivity in performing the contract work.

49 CFR § 18.36(c)(v) and 49 CFR § 19.43 prohibit organizational conflicts of interest as restrictive of competition. Section 19.43 further states as follows: All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open, and free competition. The recipient [[Page 167]] shall be alert to organizational conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive

advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the recipient, price, quality, and other factors considered. Solicitations shall clearly set forth all requirements that the bidder or offeror shall fulfill in order for the bid or offer to be evaluated by the recipient. Any and all bids or offers may be rejected when it is in the recipient's interest to do so.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The Federal Fiscal Year goal has been set by CCRTA in an attempt to match projected procurements with available qualified disadvantaged businesses. CCRTA' goals for budgeted service contracts, bus parts, and other material and supplies for Disadvantaged Business Enterprises have been established by CCRTA as set forth by the Department of Transportation Regulations 49 CFR Part 26 and is considered pertinent to any contract resulting from this request for quotation/proposal.

Policy – It is the policy of the Department of Transportation and CCRTA that Disadvantaged Business Enterprises (DBE), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of Contracts financed in whole or in part with federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26, apply to this Contract. It is also the policy of CCRTA to:

Ensure nondiscrimination in the award and administration of DOT-assisted contracts; Create a level playing field on which DBEs can compete fairly for DOT-assisted contracts; Ensure that the DBE Program is narrowly tailored in accordance with applicable law; Ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs; and help remove barriers to the participation of DBEs in DOT-assisted contracts.

The Contractor agrees to ensure that DBEs as defined in 49 CFR Part 26, have the maximum opportunity to participate in whole or in part with federal funds provided under this Agreement. In this regard, the Contractor shall take all necessary and reasonable steps in accordance with the regulations to ensure that DBEs have the maximum opportunity to compete for and perform subcontracts. The Contractor shall not discriminate on the basis of race, color, national origin, religion, sex, age or physical handicap in the award and performance of subcontracts.

It is further the policy of CCRTA to promote the development and increase the participation of businesses owned and controlled by disadvantaged. DBE involvement in all phases of CCRTA procurement activities is encouraged.

DBE obligation – The Contractor and its subcontractors agree to ensure that DBEs have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under the Agreement. In that regard, all Contractors and subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform contracts.

Where the Contractor is found to have failed to exert sufficient reasonable and good faith efforts to involve DBEs in the work provided, CCRTA may declare the contractor noncompliant and in breach of contract. Guidance concerning good faith efforts may be found in the bid documents and are also listed in CCRTA' Disadvantaged Business Enterprise Program document.

The Contractor will keep records and documents for a reasonable time following performance of this contract to indicate compliance with CCRTA' DBE program. These records and documents will be made available at reasonable times and places for inspection by any authorized representative of CCRTA and will be submitted to CCRTA upon request.

CCRTA will provide affirmative assistance, as may be reasonable and necessary to assist the prime contractor in implementing their programs for DBE participation. The assistance may include the following upon request:

- Identification of qualified DBEs,
- Available listing of Minority Assistance Agencies,
- Holding bid conferences to emphasize requirements.
- Prime Contractors are encouraged to use the services of DBE banks.

DBE Program Definitions:

Disadvantaged business enterprise or DBE means a for-profit small business concern -- That is at least 51 percent owned by one or individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or such individuals; and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

Small business concern means, with respect to firms seeking to participate as DBEs in DOT-assisted contracts, a small business concern as defined pursuant to section 3 of the Small Business Act and Small Business Administration regulations implementing it (12 CFR Part 121) that also does not exceed the cap on average annual gross receipts specified in §26.65(b).

Socially and economically disadvantaged individual means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is –

Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis.

Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:

- “Black Americans”, which includes persons having origins in any of the Black racial groups of Africa;
- “Hispanic Americans”, which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
- “Native Americans”, which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
- “Asian-Pacific American”, which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong; “Subcontinent Asian Americans”, which includes persons whose origins are from India, Pakistan, and Bangladesh, Bhutan, the Maldives Islands, Nepal, or Sri Lanka;
- Women;

Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

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 REQUIREMENTS

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

a. Race, Color, Creed, National Origin, Sex

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

b. Age

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

c. Disabilities

In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

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 comply shall constitute a material breach of this contract.

FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

Transactions Prohibited. (i) The Recipient agrees that, prior to entering into any Third Party Agreement with any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, the Recipient will obtain from the prospective Third Party Participant a certification that the Third Party Participant— (A) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and (B) Was not convicted of the felony

criminal violation under any Federal law within the preceding 24 months. (ii) If the prospective Third Party Participant cannot so certify, the Recipient agrees to refer the matter to FTA and not to enter into any Third Party Agreement with the Third Party Participant without FTA's written approval. (2) Flow-Down. The Recipient agrees to require all Third Party Participants to flow this requirement down to participants at all lower tiers, without regard to the value of any sub agreement. (h) Debarment and Suspension. The Recipient agrees to the following: (1) It will comply with the following requirements of 2 CFR Part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 CFR Part 1200. (2) It will not enter into any "covered transaction" (as that phrase is defined at 2 CFR §§ 180.220 and 1200.220) with any Third Party Participant that is, or whose principal is, suspended, debarred, or otherwise excluded from participating in covered transactions, except as authorized by— (i) U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR Part 1200; (ii) U.S. OMB regulatory guidance, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180; and (iii) Other applicable federal laws, regulations, or requirements regarding participation with debarred or suspended Recipients or Third Party Participants. (3) It will review the U.S. GSA "System for Award Management – Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs," if required by U.S. DOT regulations, 2 CFR Part 1200. (4) It will ensure that its Third Party Agreements contain provisions necessary to flow down these suspension and debarment provisions to all lower tier covered transactions. (5) If the Recipient suspends, debars, or takes any similar action against a Third Party Participant or individual, the Recipient will provide immediate written notice to the: (i) FTA Regional Counsel for the Region in which the Recipient is located or implements the Underlying Agreement; 27 (ii) FTA Headquarters Manager that administers the Grant or Cooperative Agreement; or (iii) FTA Chief Counsel

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in [FTA Circular 4220.1E](#) are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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

NOTICE TO FTA AND U.S. DOT INSPECTOR GENERAL OF INFORMATION RELATED TO FRAUD, WASTE, ABUSE, OR OTHER LEGAL MATTERS

If a current or prospective legal matter that may affect the Federal Government emerges, the Contractor must promptly notify CCRTA, which will promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which CCRTA is located. The Contractor must 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.

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.

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 between the FTA and CCRTA, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements. Additional Notice to U.S. DOT Inspector General. The Contractor must promptly notify CCRTA, which will promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which CCRTA is located, if the Contractor 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, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement with CCRTA involving a principal, officer, employee, agent, or Third Party Participant of the Contractor. 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 Contractor. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision applies to all divisions of the Contractor, including divisions tasked with law enforcement or investigatory functions

PROCUREMENT OF RECOVERED MATERIALS

A non-Federal entity that is a state agency or agency of a political subdivision of a state and **its contractors** must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or at a reasonable price. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

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

right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

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

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

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

The contractor is prohibited from obligating or expending federal funds to:

- a. Procure or obtain
- b. Extend or renew a contract to procure or obtain; or
- c. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- d. As described in Public Law 115-232, section 889, “covered telecommunications equipment or services” is: Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities)
- e. For public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- f. Telecommunications or video surveillance services provided by such entities or using such equipment.
- g. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- h. The Contractor shall not provide covered telecommunications equipment or services in the performance of 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.

The following clauses will be incorporated into any contract arising from this competitive procurement:

The prime contractor is required to pay each subcontractor under this contract for satisfactory performance of its contracts no later than thirty (30) days from receipt of each payment received by the prime contractor from

CCRTA. Any delay or postponement of payment between prime and subcontractors may take place only for good cause, and with CCRTA's prior written approval. CCRTA will establish, as part of the contract between the Prime Contractor and CCRTA, a schedule of values detailing the project activities and timelines for work performed by the GC and all subcontractors. Retainage release payments will be established based upon this schedule of values. The prime contractor must return retainage payments to each subcontractor within 30 days after the subcontractors' work is satisfactorily completed. Any delay or postponement of payment between prime and subcontractors may take place only for good cause, and with CCRTA's prior written approval. CCRTA will monitor all payment schedules for inclusion of work performed by subcontractors. CCRTA will contact, at random, subcontractors to ensure that payments for satisfactory completed work have been received. If an occurrence is found in which a subcontractor was not paid by the Prime, the prime contractor will not be reimbursed for work performed by subcontractors, unless and until the prime contractor pays the subcontractors and ensures that the subcontractors continue to be promptly paid for work performed. If a prime contractor determines subcontractor work to be unsatisfactory, it must notify CCRTA immediately, in writing, and state the reasons. Failure to comply with this requirement will be construed to be a breach of contract and subject to contract termination.

RECYCLED PRODUCTS

Recovered Materials - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

RIGHT OF PROTEST

If a Contractor has a grievance with a solicitation or award, they may protest to the Administrator within 10 days of award. The written protest shall include the name of the protestor, solicitation/contract number or description, and a statement of the grounds for protest. Protests should be filed with the Manager of Procurement at the following address:

Thomas S. Cahir
Administrator
Cape Cod Regional Transit Authority
1 Transportation Avenue
PO Box 1988
Hyannis, MA 02601
tcahir@capecodrta.org

The protest must contain:

1. Name, Address, Telephone number and e-mail address of protestor
2. Identification of the solicitation or contract number
3. A clear and detailed statement of the legal and factual grounds of the protest including copies of all relevant documents.
4. A statement as to what relief is requested

The Administrator will investigate the complaint and decide whether the complaint is justified and if so, what corrective action should be taken. CCRTA will respond in detail to each substantive issue raised in the protest within five (5) business days. All decisions by the Administrator are final.

The Federal Transit Administration will only entertain a protest that alleges MART failed to follow the stated protest procedures. Such protests to FTA must be filed in accordance with FTA Circular 4220.1F.

SAFE OPERATION OF MOTOR VEHICLES

1. 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 MART of Springfield Missouri.

2. 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 agreement.

TERMINATION

Termination for Convenience (General Provision): CCRTA may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the CCRTA' best interest. The Contractor shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to CCRTA to be paid the Contractor. If the Contractor has any property in its possession belonging to CCRTA, the Contractor will account for the same, and dispose of it in the manner CCRTA 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, CCRTA may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is work is determined by CCRTA 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, CCRTA, 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): CCRTA 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 CCRTA's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor or written notice from CCRTA setting forth the nature of said breach or default, CCRTA 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 CCRTA 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 CCRTA elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by CCRTA shall not limit CCRTA's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

This Termination clause extends to all third-party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

Trafficking in Persons

- (1) Legal Authorities. The Recipient agrees to comply and assures the compliance of each Subrecipient, with federal requirements and guidance, including:
 - (i) Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended, 22 U.S.C. § 7104(g); and
 - (ii) The terms of this section 4(f), which have been derived from U.S. OMB regulatory guidance, “Award Term for Trafficking in Persons,” 2 CFR Part 175, per U.S. OMB’s direction.
- (2) Definitions. The Recipient agrees that for purposes of this section 4(f):
 - (i) Employee means either an individual who is employed by the Recipient or a Subrecipient, and is participating in a Project or related activities as set forth in the Underlying Agreement, or another person who is participating in a Project or related activities as set forth in the Underlying Agreement and is not compensated by the Recipient, including, but not limited to, a volunteer, or an individual whose services are contributed by the Recipient or Third Party Participant as an in-kind contribution toward the cost sharing requirements of the Recipient’s Underlying Agreement.
 - (ii) Forced labor means labor obtained by recruitment, harboring, transportation, provision, or other means of obtaining of a person for labor or services using force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - (iii) Private entity means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25, and includes a for-profit organization, or a nonprofit organization, including any nonprofit organization of higher education, hospital, or tribal organization other than one included in the definition of Indian Tribe at 2 CFR § 175.25(b).
 - (iv) Severe forms of trafficking in persons have the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102. 23
 - (v) Commercial sex act has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102.
 - (vi) Coercion has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102.
- (3) Provisions Applicable to All Recipients. The Recipient agrees to and assures that its Subrecipients will:
 - (i) Provide Information. Inform FTA immediately of any information it receives from any source alleging a violation of the prohibitions listed in section 4(f)(4) of this Master Agreement; and
 - (ii) Sub agreement Provision. Include the following provision in any sub agreement it enters into with a private entity as defined above in section 4(f)(2)(iii) of this Master Agreement:

XXX agrees that it and its employees that participate in the Recipient’s Award, may not:

 - a. Engage in severe forms of trafficking in persons during the period of time that the Recipient’s Award is in effect,
 - b. Procure a commercial sex act during the period of time that the Recipient’s Award is in effect,
 - c. Use forced labor in the performance of the Recipient’s Award or sub agreements thereunder.
- (4) Provisions Applicable to a Private Entity Recipient. If the Recipient is a private entity, it agrees that:
 - (i) Prohibitions. It, its employees, its Subrecipients, and its Subrecipients’ employees that participate in the Underlying Agreement will not:
 - a. Engage in severe forms of trafficking in persons during the period of time that the Recipient’s Underlying Agreement is in effect;
 - b. Procure a commercial sex act during the period of time that the Recipient’s Underlying Agreement is in effect; or

- c. Use forced labor in the performance of the Recipient's Underlying Agreement or sub agreements.
- (ii) Termination of Federal Assistance. Section 106(g) of the TVPA, as amended, 22 U.S.C. § 7104(g), and U.S. OMB regulatory guidance, "Award Term for Trafficking in Persons," 2 CFR Part 175, provide FTA the right to unilaterally terminate the Underlying Agreement for a violation of that Act without penalty to the Federal Government, if FTA determines that the private entity Recipient or its Subrecipient:
- a. Has violated a prohibition described above in section 4(g)(4)(i) of this Master Agreement; or
 - b. Has an employee whose conduct is determined to have violated a prohibition described above in section 4(g)(4)(i) of this Master Agreement because that employee's conduct is either:
 - i. Associated with the performance of the Recipient's Underlying Agreement; or
 - ii. Imputed to the Recipient or Subrecipient using the standards of due process for conduct of an individual to an organization provided in:
 - 1. U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR Part 1200; or
 - 2. U.S. OMB regulatory guidance, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180.
- (5) Provisions Applicable to a Recipient That is Not a Private Entity. A Recipient that is not a private entity agrees that section 106(g) of the TVPA, as amended, 22 U.S.C. § 7104(g), and U.S. OMB regulatory guidance, "Award Term for Trafficking in Persons," 2 CFR Part 175, provides FTA the right to unilaterally terminate the Underlying Agreement, without penalty to the Federal Government, for a violation of that Act if FTA determines that:
- (i) A private entity that is the Subrecipient of the Recipient is determined to have engaged in severe forms of trafficking in persons during the period of time that the Recipient's Underlying Agreement is in effect; procured a commercial sex act during the period of time that the Recipient's Underlying Agreement is in effect; or used forced labor in the performance of the Recipient's Underlying Agreement or sub agreements thereunder; or
 - (ii) An employee of a private entity that is the Subrecipient has engaged in severe forms of trafficking in persons during the period of time that the Recipient's Underlying Agreement is in effect; procured a commercial sex act during the period of time that the Recipient's Underlying Agreement is in effect; or used forced labor in the performance of the Recipient's Underlying Agreement or sub agreements thereunder, and whose conduct described above is associated with the performance of the Recipient's Underlying Agreement; or is imputed to the Subrecipient using the standards for due process to impute the conduct of an individual to an organization as provided in U.S. OMB regulatory guidance, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180, and U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR Part 1200.
- (6) Remedies Other Than Termination of Federal Assistance. The Recipient agrees that FTA's right to terminate federal assistance as provided in the TVPA and in sections 4(f)(4)(ii) and 4(f)(5) are in addition to all other remedies for noncompliance available to the Federal Government under this Master Agreement.

CONFORMANCE WITH THE NATIONAL ITS ARCHITECTURE

In response to TEA-21, FTA developed a National Intelligent Transportation System (ITS) Architecture that defines the framework for ensuring compatibility of information exchange and interface of ITS applications. Examples of ITS applications include integrated traffic systems, automatic vehicle location systems, travel information systems, traffic management systems, etc. More detail is provided in Section 23-ITS. FTA-assisted projects that include ITS applications must conform to the National ITS Architecture.

Acceptance of above FTA Contract Clauses:

By: _____ Date: _____

Company: _____

Address: _____

SUSPENSION AND DEBARMENT

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 contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by **CCRTA**. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to **CCRTA** 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.

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

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

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

Signature and Title of Authorized Official

Date

Massachusetts Mandated Clauses

Attestation Clause

Pursuant to M.G.L. Ch. 62C, Sec. 49A, I certify under the penalties of perjury that I, to the best of my knowledge and belief, have filled all state tax returns and paid all state taxes required under law.

Social Security Number or
Federal Identification Number

Signature of Individual or Corporate Name

By: _____
Corporate Officer
(if applicable)

Provision of Child Care (Contractor's Certification)

(Effective for all Contracts awarded on or after 7/1/92)

The contractor certifies that, at the time of execution, it is in compliance with the provisions of the Acts of 1990, c.521, °7 as amended by the Acts of 1991, c.329 and 102 CMR 12.00, and that the Contractor is either a "qualified employer" (it has fifty (50) or more full time employees and has established a dependent care assistance program, child care tuition assistance, or on-site or near-site child care placements) or the Contractor is an "exempt employer".

By: _____ Date: _____

Company: _____

Address: _____

Executive Order 481 applies to all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established.

CONTRACTOR CERTIFICATION:

As evidenced by the signature of the Contractor’s Authorized Signatory below, the Contractor certifies under the pains and penalties of perjury that the Contractor shall not knowingly use undocumented workers in connection with the performance of all Executive Branch contracts; that pursuant to federal requirements, the Contractor shall verify the immigration status of all workers assigned to such contracts without engaging in unlawful discrimination; and that the Contractor shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker(s). The Contractor understands and agrees that breach of any of these terms during the period of each contract may be regarded as a material breach, subjecting the Contractor to sanctions, including but not limited to monetary penalties, withholding of payments, contract suspension or termination.

_____ Date: _____
Contractor Authorizing Signature

_____ Print Name

Title: _____ Telephone: _____
Fax: _____ Email: _____

The Contractor is required to sign this Certification only once and may provide a copy of the signed Certification for any contract executed with an Executive Branch Department. A copy of this signed Certification must be attached to the “record copy” of all contracts with this Contractor that are filed with the contracting Department.