

REQUEST FOR PROPOSALS

Vehicle Maintenance and Repair Services

Issued by: Birmingham Regional Paratransit Consortium d/b/a ClasTran

RFP No.: 2026-01

Date of Issuance: August 14, 2026

Questions Due: August 28, 2026

Proposals Due: September 14, 2026 by 5:00 p.m.

Anticipated Award Date: September 22, 2026

Anticipated Contract Start Date: October 1, 2026

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1. Notice to Proposers

Birmingham Regional Paratransit Consortium d/b/a ClasTran (“ClasTran”) is requesting proposals from qualified firms to provide vehicle maintenance, repair, inspection, mobile maintenance, vehicle pickup/delivery or transport support, and related fleet maintenance services for ClasTran’s public transit fleet. ClasTran may also make resulting contract pricing and terms available for optional use by eligible Birmingham-area human service transportation agencies, as described in this RFP.

ClasTran provides demand-response public transportation services in Jefferson and Shelby Counties, Alabama. ClasTran’s 21 vehicle fleet includes cutaway buses, passenger vans, wheelchair lift-equipped vehicles, and certain dual-fuel gasoline/propane vehicles.

Birmingham area human service agencies that receive Federal Transit Administration (FTA) funding and may elect to participate in this contract include Glenwood, Inc with 37 vehicles, ARC of Central Alabama with 105 vehicles, Kid One with 8 vehicles, Collat Jewish Family Services with 5 vehicles, United Ability with 14 vehicles, and Exceptional Foundation with 10 vehicles.

This procurement may involve federal and/or state public transportation funds administered through the Alabama Department of Transportation (“ALDOT”) and the Regional Planning Commission of Greater Birmingham (“RPCGB”), including but not limited to Federal Transit Administration (“FTA”) Section 5310 and/or Section 5311 funds. ClasTran’s Board of Directors adopted the ALDOT Procurement Procedures — Federal Transit Administration Programs, Revision 5, July 2025, on May 15, 2026, and this procurement is intended to be conducted in accordance with those procedures and all applicable federal, state, ALDOT, and local requirements.

Agreements between the selected vendors and participating agencies shall include all applicable federal and state requirements, clauses, certifications, and flow-down provisions. No work may begin until a contract has been fully executed and each participating agency has issued a written Notice to Proceed.

ClasTran reserves the right to reject any or all proposals, waive minor informalities, request clarifications, conduct discussions or negotiations, request best and final offers, award without discussions, and award one or more contracts in the best interest of ClasTran, subject to applicable procurement requirements, Board approval if required, and ALDOT concurrence or approval if required. ClasTran does not guarantee any minimum amount of work to any contractor.

2. Background

ClasTran is a nonprofit public transportation agency serving Jefferson and Shelby Counties, Alabama. ClasTran provides curb-to-curb, demand-response transportation for seniors, individuals with disabilities, rural residents, and other riders. Many trips support critical needs, including medical appointments, dialysis treatments, senior nutrition, employment, and community access.

ClasTran operates vehicles from two primary locations:

- **Tarrant Location:** 50 Springdale Road, Birmingham, AL 35217
- **Pelham Location:** 2100 County Services Drive, Pelham, AL 35124

ClasTran seeks to maintain a safe, reliable, compliant, and cost-effective public transit fleet. The purpose of this RFP is to establish one or more contract agreements with qualified maintenance provider(s) capable of supporting ClasTran's fleet in accordance with ClasTran's Fleet Maintenance Program, Vehicle Maintenance Work Order / Authorization procedures, ALDOT procurement procedures, and applicable federal, state, and local requirements.

ClasTran has identified mobile maintenance, timely repair completion, after-hours support, strong documentation, and vehicle pickup/delivery or transport assistance as significant operational needs. Transporting vehicles to and from repair facilities can reduce vehicle availability for revenue service and may require driver overtime. Proposals that reduce vehicle downtime, reduce disruption to revenue service, reduce driver overtime, and reduce the need for ClasTran staff to transport vehicles will be viewed favorably under the evaluation criteria.

3. Procurement Schedule

The following schedule is anticipated. ClasTran reserves the right to modify this schedule by written addendum.

Event	Date / Time
RFP issued	August 14, 2026
Deadline for written questions	August 28, 2026
Responses to questions / addendum issued	September 3, 2026
Proposals due	September 14, 2026 by 5:00 p.m.

Event	Date / Time
Anticipated award date	September 22, 2026
Anticipated contract start date	October 1, 2026

4. Communications, Questions, and Addenda

All questions concerning this RFP must be submitted in writing to the designated procurement contact listed on the cover page. Questions must be received no later than the deadline stated in the Procurement Schedule.

Only written responses issued by ClasTran through an addendum shall be binding. Oral explanations, interpretations, or instructions shall not modify this RFP.

ClasTran may issue written addenda to clarify, modify, or supplement the RFP. Proposers are responsible for confirming receipt of all addenda and acknowledging all addenda in their proposal.

From issuance of this RFP until contract award, proposers and persons acting on their behalf shall not contact ClasTran Board members, employees, agents, consultants, or representatives concerning this procurement except through the designated procurement contact, unless otherwise authorized in writing by ClasTran. Unauthorized communications may result in disqualification.

5. Fleet Information

ClasTran seeks to maintain a fleet of approximately 26 vehicles. The current 21 vehicle fleet includes cutaway buses, passenger vans, wheelchair lift-equipped vehicles, and certain dual-fuel gasoline/propane vehicles.

Participating agency fleets may include sedans, minivans, fifteen-passenger full-size vans, Ford Transit vans and body-on-chassis buses.

For proposal-planning purposes, ClasTran's fleet travels approximately 812,000 miles annually, averaging approximately 67,600 miles per month. ClasTran historically processes approximately 350 vehicle maintenance work orders or service events annually.

These figures are estimates based on historical operations and are provided solely to assist proposers in evaluating the anticipated workload. They do not guarantee any minimum number of vehicles, miles, work orders, labor hours, repairs, or service assignments.

A fleet list is included as **Attachment A**. The fleet list is provided for proposal purposes only and does not guarantee any quantity of work. ClasTran reserves the right to add, remove, retire, replace, dispose of, or reassign vehicles during the contract term.

Proposers should review the fleet list carefully and identify any vehicle types, systems, repairs, or services the proposer cannot perform.

6. Scope of Services

The selected contractor(s) shall provide vehicle maintenance and repair services for ClasTran's fleet and participating agency fleets. Services may include preventive maintenance, inspections, diagnostics, corrective repairs, wheelchair lift/ramp service, mobile maintenance, vehicle pickup/delivery or transport support, road call support, towing coordination, and related fleet services.

Because ClasTran may make multiple awards by service category or specialty, the requirements in each subsection of this Section apply to a contractor only to the extent applicable to the services proposed, awarded, or assigned, unless expressly stated otherwise.

The contractor shall furnish all necessary supervision, labor, tools, equipment, parts, materials, supplies, storage space, mobile service equipment, subcontractor coordination, and documentation necessary to perform the services authorized by ClasTran.

All work shall be performed in a manner that supports safe, reliable, accessible, and compliant public transportation service.

6.1 Relationship to ClasTran Fleet Maintenance Program

The contractor shall perform work in accordance with ClasTran's Fleet Maintenance Program and Vehicle Maintenance Work Order / Authorization procedures. If any conflict exists between this RFP and ClasTran's adopted Fleet Maintenance Program or approved Vehicle Maintenance Work Order / Authorization procedure, the Fleet Maintenance Program and approved work order procedure shall control unless formally amended by ClasTran.

The contractor shall support, but shall not replace, ClasTran's internal maintenance responsibilities. Under ClasTran's Fleet Maintenance Program:

- The Fleet & Driver Manager is responsible for daily vehicle and driver assignments and coordinating fleet maintenance, including scheduling preventive maintenance inspections, coordinating corrective maintenance, and maintenance recordkeeping.
- The Director of Operations / Co-Director is responsible for operations, including designation of repair facilities and contracts, maintenance controls, maintenance reporting, updates to the Fleet Maintenance Program, and operational recordkeeping.
- Vehicle operators are responsible for daily pre-trip and post-trip inspections, accident reporting, and reporting vehicle defects.

6.2 Preventive Maintenance

ClasTran's current preventive maintenance interval is every **6,000 miles**. Preventive maintenance is considered on-time if completed early or no more than 600 miles late, consistent with ClasTran's current maintenance performance standard.

The Fleet & Driver Manager remains responsible for scheduling preventive maintenance under ClasTran's Fleet Maintenance Program. The contractor shall perform preventive maintenance inspections and services only when authorized by ClasTran and in accordance with manufacturer recommendations, ClasTran's Fleet Maintenance Program, ClasTran's Vehicle Maintenance Work Order / Authorization procedures, ALDOT requirements, FTA requirements, and any applicable vehicle-specific schedules.

Preventive maintenance services shall include, at a minimum:

1. Change engine oil and filter.
2. Rotate tires, inspect tire wear, and measure tread depth.
3. Inspect wheels and related components for abnormal noise, wear, looseness, or drag.
4. Perform multi-point inspection, including engine drive belt and fluid leaks.
5. Inspect brake pads, shoes, rotors, drums, brake linings, hoses, and parking brake.
6. Inspect engine coolant concentration, freeze-point protection, level, and hoses.
7. Inspect exhaust system and heat shields.
8. Inspect front axle and U-joints; lubricate grease fittings if applicable.
9. Inspect steering linkage, ball joints, suspension, tie-rod ends, driveshaft, and U-joints; lubricate grease fittings if applicable.
10. Clean or replace bus air conditioning filters.
11. Check lift/ramp operation and lubricate all fittings.
12. Document all findings, repairs, recommendations, and safety-related concerns.

6.3 Additional Mileage-Based Scheduled Maintenance

ClasTran's current Fleet Maintenance Program includes the following additional mileage-based scheduled maintenance items:

Maintenance Item	Current Interval
Replace cabin air filter	Every 20,000 miles
Replace engine air filter	Every 30,000 miles
Replace spark plugs and drive belts	Every 100,000 miles
Replace automatic transmission fluid and filter	Every 150,000 miles
Replace engine coolant	Every 200,000 miles

The contractor shall notify ClasTran when scheduled mileage-based maintenance is due or recommended. The contractor shall not perform additional scheduled maintenance unless specifically authorized on ClasTran’s work order or separately approved in writing.

6.4 Wheelchair Lift / Ramp Inspection and Service

ClasTran’s current wheelchair lift/ramp preventive maintenance interval is at least every **750 lift cycles or once every six months, whichever comes sooner**.

The contractor shall describe its ability to inspect, maintain, lubricate, adjust, and repair wheelchair lifts, ramps, securement-related components, and related accessibility equipment. If the proposer does not perform wheelchair lift/ramp work directly, the proposal must identify how such work will be handled, including any proposed subcontractor, referral arrangement, or limitation.

All accessibility-related work must be performed in a manner that supports continued compliance with applicable ADA and transit vehicle accessibility requirements.

Any contractor awarded or assigned inspection, maintenance, diagnostics, adjustment, or repair work involving ClasTran’s BraunAbility wheelchair lifts or ramps shall have at least one technician assigned to ClasTran’s account who holds current BraunAbility Mobility Service Excellence (MSE) Lift Certification, or other BraunAbility-recognized technical training or certification acceptable to ClasTran, or shall obtain such qualification within sixty (60) days after Notice to Proceed and before performing such work on a ClasTran vehicle. The contractor shall provide documentation of the applicable training or certification upon request.

6.5 Annual Inspections

Annual inspections are required for ClasTran vehicles. Proposers shall describe their ability to perform annual inspections, document annual inspection results, identify deficiencies, and complete or coordinate necessary authorized corrective action.

Annual inspections may include inspection of vehicle safety equipment, seats, seat belts, exterior lights, battery, belts, hoses, brakes, fire extinguisher, wheelchair lift/ramp, and other vehicle systems.

6.6 On-Board Security System Support

ClasTran's Fleet Maintenance Program provides for quarterly inspection of on-board security systems by ClasTran's Director of Operations / Co-Director. Proposers should state whether they can assist with camera, DVR, wiring, mounting, diagnostics, or related on-board security system issues if requested and authorized by ClasTran.

The contractor shall not perform camera, DVR, or on-board security system work unless specifically authorized by ClasTran.

6.7 General Mechanical Repairs

The contractor shall perform general diagnostic and mechanical repair services, including but not limited to:

- Engine diagnostics and repair;
- Transmission diagnostics and repair;
- Brake system repair;
- Steering and suspension repair;
- Electrical diagnostics and repair;
- HVAC repair;
- Cooling system repair;
- Fuel system repair;
- Emissions-related repair;
- Exhaust system repair;
- Drivability diagnostics;
- Tire service and replacement coordination;
- Battery, starter, and alternator work;
- Lighting repairs;
- Minor body, glass, door, latch, hinge, or hardware repairs, if offered;
- Other vehicle repairs necessary to maintain safe and reliable operations.

6.8 Dual-Fuel / Propane-Related Service

Certain ClasTran vehicles may be dual-fuel gasoline/propane vehicles. Proposers shall identify whether they are qualified and properly equipped to perform propane-related service, inspection, diagnostics, or repair.

If the proposer is not qualified to perform propane-related work, the proposal must identify how such work would be handled, including qualified subcontractors, referral arrangements, or exclusions.

ClasTran currently applies annually for required propane decals through the State of Alabama. Proposers should identify any ability to assist with propane-related inspection, service, documentation, or compliance matters, if applicable.

Any contractor awarded or assigned service, diagnostics, maintenance, or repair work involving ClasTran's Alliance AutoGas propane systems shall have at least one technician assigned to ClasTran's account who is trained and certified by Alliance AutoGas to service and maintain Alliance AutoGas systems, or shall obtain such training and certification within sixty (60) days after Notice to Proceed and before performing such work on a ClasTran vehicle. The contractor shall provide documentation of the applicable training or certification upon request.

6.9 Mobile Service / On-Site Service

ClasTran strongly prefers contractors that can provide mobile maintenance and on-site service to the maximum extent practical. Mobile service is a significant operational need because transporting vehicles to and from repair facilities can reduce vehicle availability for revenue service and may require driver overtime.

ClasTran strongly prefers that the following services be available through mobile or on-site service when practical:

- Preventive maintenance inspections;
- Oil and filter changes;
- Tire inspections, tire changes, and tire rotations where practical;
- Battery testing and replacement;
- Minor diagnostics;
- Minor electrical repairs;
- Lighting repairs;
- Fluid checks and top-offs;
- Wheelchair lift/ramp inspection, lubrication, adjustment, and minor repair;
- Safety inspections and minor corrective actions;

- Other services the proposer can safely and effectively perform on-site.

Proposers must describe their ability to provide mobile service at ClasTran's operating locations and any other locations where ClasTran vehicles may reasonably be located. The proposal should identify:

- Types of services that can be performed on-site;
- Preventive maintenance services that can be performed on-site;
- Diagnostic services that can be performed on-site;
- Minor repairs that can be performed on-site;
- Wheelchair lift/ramp services that can be performed on-site;
- Services that cannot be performed on-site and would require transport to a shop;
- Mobile service hours, including after-hours availability;
- Response times for routine, priority, and emergency mobile service;
- Number and type of mobile service vehicles available;
- Mobile service labor rates, travel charges, minimum charges, and any other fees.

ClasTran may give evaluation preference to proposers that demonstrate strong mobile service capability, reliable response times, and the ability to reduce ClasTran staff time, vehicle downtime, driver overtime, and disruption to revenue service.

6.10 Vehicle Pickup, Delivery, and Transport Services

Vehicle pickup, delivery, drive-away, towing, shuttle, or other transport support is intended as a backup option when mobile or on-site service is not practical or when a repair must be performed at the contractor's facility.

ClasTran prefers contractors that can pick up and return ClasTran vehicles when work cannot be completed through mobile service. Proposers should describe whether they can provide vehicle pickup, delivery, shuttle, drive-away, towing, or other transport services between ClasTran operating locations and the contractor's repair facility.

Proposals should include:

- Whether the proposer can pick up and return vehicles during normal business hours;
- Whether the proposer can pick up and return vehicles after hours;
- Whether the proposer can transport vehicles from both the Tarrant and Pelham locations;
- Whether transport is performed by the proposer's employees, a subcontractor, a towing company, or another party;

- Proposed pricing for pickup, delivery, towing, or transport;
- Average response time for pickup and return;
- Driver qualification, licensing, and safety controls;
- Insurance coverage for ClasTran vehicles while in the contractor's care, custody, control, possession, transport, or operation;
- Procedures for documenting vehicle condition, mileage, fuel level, and keys at pickup and return.

No contractor may operate, tow, pick up, deliver, or otherwise transport a ClasTran vehicle unless the contractor has received prior written authorization from ClasTran and has provided insurance documentation acceptable to ClasTran.

6.11 Vehicle Security, Storage, and Custody

Any contractor retaining a ClasTran vehicle overnight or outside active service hours shall provide secure storage appropriate for the vehicle and the services being performed.

At a minimum, the contractor shall:

1. Store ClasTran vehicles in a secured, access-controlled area;
2. Take reasonable measures to protect vehicles from theft, vandalism, weather damage, unauthorized use, fire, collision, and other loss;
3. Restrict access to ClasTran vehicles and keys to authorized personnel;
4. Maintain procedures for documenting vehicle receipt, condition, mileage, fuel level, keys, and return;
5. Notify ClasTran promptly of any damage, loss, theft, vandalism, collision, unauthorized use, or other incident involving a ClasTran vehicle;
6. Refrain from using a ClasTran vehicle for any purpose other than authorized diagnosis, repair, testing, pickup, delivery, towing, or transport;
7. Maintain insurance covering ClasTran vehicles while in the contractor's care, custody, control, possession, operation, storage, or transport; and
8. Remain responsible for the acts and omissions of employees, agents, subcontractors, towing companies, and other parties used by the contractor.

ClasTran may inspect or request information regarding the contractor's storage and security arrangements before award or during the contract term.

A contractor that cannot provide secure overnight storage must disclose that limitation in its proposal.

6.12 Road Calls, Roadside Assistance, and Towing

Should a vehicle fail while in service, ClasTran's driver shall follow ClasTran procedures to ensure that the vehicle and passengers are safely situated and to notify ClasTran. ClasTran will coordinate passenger replacement transport and vehicle response.

Proposers should describe their ability to provide or coordinate road service, roadside assistance, towing, after-hours response, and emergency support. Proposers should identify whether these services are performed directly, through subcontractors, or through third-party providers.

6.13 Road Testing / Operational Testing

The contractor shall conduct a road test or appropriate operational test after safety-related repairs or adjustments, including but not limited to brakes, steering, suspension, wheelchair lifts/ramps, drivability repairs, and other repairs affecting safe vehicle operation. Vehicles must be deemed safe to operate before being returned to service. Documentation of the road test or operational test shall be included with the repair documentation.

6.14 Abnormal Damage and Condition Reporting

The contractor shall notify ClasTran when inspection, diagnosis, or repair findings indicate unusual or abnormal vehicle damage or conditions, including but not limited to:

- Possible collision or impact damage;
- Suspected misuse, neglect, or improper operation;
- Repeated damage to the same component or system;
- Damage inconsistent with normal wear and tear;
- Evidence of operation after a warning condition or mechanical failure;
- Missing, altered, disconnected, or damaged safety equipment;
- Unauthorized modifications or repairs;
- Fluid contamination, overheating, lack of lubrication, or other conditions that may indicate avoidable damage; or
- Any condition the contractor believes may present a safety, training, operational, warranty, or insurance concern.

The contractor shall document the condition with technician notes and photographs when practical and shall not characterize the condition as operator abuse or assign fault. ClasTran will determine whether further operational, personnel, insurance, warranty, or safety review is appropriate.

The contractor shall obtain ClasTran authorization before performing repairs related to abnormal damage unless immediate action is necessary to prevent additional damage or address an urgent

safety condition. Any emergency action must be reported to ClasTran and documented as soon as practical.

6.15 Vehicle Preparation and Disposal Support

ClasTran may request optional vehicle preparation or disposal-support services. These services shall be performed only when specifically authorized in writing and may be priced separately from routine maintenance and repair services.

Optional services may include:

- Pre-service inspection of newly acquired vehicles;
- Verification of fluid levels, tire condition, battery condition, lighting, wheelchair lift/ramp operation, and other basic systems before placement into service;
- Installation, removal, reinstallation, or coordination of cameras, DVR equipment, wiring, brackets, mounts, decals, markings, fare equipment, or other minor equipment and accessories;
- Documentation of vehicle condition, mileage, and equipment;
- Removal of tags, decals, cameras, fare equipment, or other ClasTran property before disposal;
- Minor repairs or cleaning necessary to prepare a vehicle for service, transfer, auction, or disposal;
- Assistance with photographs, condition reports, or other preparation or disposal documentation; and
- Other related services requested by ClasTran.

The contractor shall not install, alter, remove, transfer, dispose of, or retain any vehicle component, equipment, tag, decal, camera, DVR, document, or other ClasTran property without prior written authorization.

All vehicle preparation and disposal-support services shall comply with ClasTran instructions and any applicable ALDOT, FTA, grant, title, lien, insurance, or disposal requirements.

6.16 Parts

The contractor shall use parts appropriate for the vehicle and repair type. The proposal must describe the contractor's parts practices, including:

- OEM parts availability;
- Aftermarket parts availability;
- Warranty terms;

- Parts markup or discount structure;
- Whether parts invoices or cost documentation will be available to ClasTran upon request;
- Procedure for obtaining ClasTran approval before installing parts;
- Procedure for documenting parts used on each vehicle.

The contractor shall not remove parts from one ClasTran vehicle for use in another ClasTran vehicle unless specifically authorized in writing by ClasTran.

Parts must meet or exceed the quality of parts furnished originally for the equipment, unless otherwise authorized by ClasTran.

6.17 Warranty and Recall Work

ClasTran's Fleet Maintenance Program provides that warranty and recall repairs are generally completed through approved dealerships. The contractor shall not perform manufacturer warranty or recall work unless specifically authorized by ClasTran.

The contractor shall identify suspected warranty-covered or recall-related defects and notify ClasTran before proceeding with non-emergency repairs that may be covered by a manufacturer, dealer, parts, or prior-repair warranty.

For non-warranty work performed under this contract, the contractor shall provide, at a minimum:

1. A labor warranty of **90 days or 4,000 miles, whichever occurs first**, beginning on the date the vehicle is returned to ClasTran or made available for return;
2. The full applicable manufacturer warranty for all parts installed;
3. Correction of defective workmanship and replacement of defective parts at no additional cost to ClasTran during the applicable warranty period;
4. No additional diagnostic, labor, shop-supply, mobile-service, pickup, delivery, towing, or transport charge when the required corrective work results from defective workmanship, an incorrectly installed part, or a defective part covered by warranty;
5. Clear identification of all applicable labor and parts warranty periods on the invoice or supporting repair documentation;
6. Prompt scheduling and completion of warranty-covered corrections; and
7. A written explanation when the contractor determines that a repeat condition is unrelated to the original repair or is otherwise not covered by warranty.

Warranty repairs shall not extend to damage caused by collision, vandalism, misuse, abuse, unrelated component failure, or other causes not attributable to the contractor's work or an installed part.

Proposers may offer warranty terms that exceed these minimum requirements. The strength, clarity, and responsiveness of proposed warranty coverage may be considered in the evaluation.

6.18 Waste Management and Environmental Compliance

The contractor shall be responsible for proper handling, storage, transportation, recycling, and disposal of all wastes generated by the contractor's work, including but not limited to used oil, oil filters, coolant, tires, fluids, batteries, and other regulated materials.

Disposal shall be performed in accordance with all applicable federal, state, and local laws and regulations. The contractor shall be responsible for obtaining and maintaining any required permits and for training its employees in proper handling of hazardous or regulated materials.

6.19 Subcontractors and Outside Repairs

Proposers shall identify any proposed subcontractors and describe the role each subcontractor may perform. The selected contractor shall be responsible for all subcontracted work and for ensuring that subcontractors comply with applicable contract requirements, insurance requirements, federal clauses, documentation requirements, and flow-down provisions.

No subcontractor may perform work on ClasTran vehicles unless disclosed to and accepted by ClasTran, except in an emergency or urgent situation where prior approval is not practical and written documentation is provided as soon as practical.

6.20 Accident, Vandalism, Body, Glass, and Specialty Repairs

Proposers should state whether they can perform or coordinate accident, vandalism, body, glass, fabrication, welding, fiberglass, paint, or other specialty repairs. Such work shall be performed only when specifically authorized by ClasTran and may be subject to separate insurance, estimate, procurement, or approval requirements.

6.21 Technical Assistance and Investigations

The contractor may be asked to assist ClasTran in reviewing technical issues related to accidents, fires, mechanical failures, safety concerns, repeat repairs, suspected operator abuse, or other fleet issues. The contractor shall cooperate with ClasTran, ALDOT, FTA, NTSB, insurers, or other authorized entities as required and as applicable.

7. Repair Authorization and Work Order Controls

The contractor shall not perform diagnostics, maintenance, repairs, parts replacement, vehicle transport, or other work unless authorized by ClasTran. The contractor shall follow ClasTran's Vehicle Maintenance Work Order / Authorization procedures.

ClasTran's authorization form may be used to request an estimate, authorize specific work, and document required approvals. The contractor may not perform additional work, replace parts, complete scheduled mileage-based maintenance, exceed an approved estimate, or otherwise expand the authorized scope without additional approval from ClasTran.

Written authorization is required before diagnostics or work begins.

If an emergency or urgent operational need makes prior written authorization impractical, an authorized ClasTran representative may provide verbal authorization. The contractor must document the verbal authorization in writing as soon as practical, including:

- Name of the ClasTran representative providing authorization;
- Date and time of authorization;
- Vehicle number;
- Work authorized; and
- Estimated cost.

Before beginning authorized repair work, the contractor shall provide ClasTran with an estimate that includes, at a minimum:

- Vehicle number;
- Date the vehicle was received or inspected;
- Odometer reading;
- Description of the reported issue or requested work;
- Diagnostic findings, if applicable;
- Recommended repair or service;
- Estimated labor hours;
- Applicable labor rate;
- Estimated parts cost;
- Estimated fees, subcontracted work, or other charges;
- Estimated total cost; and
- Estimated completion date or time.

ClasTran may approve, reject, defer, or request additional information regarding any estimate or recommended repair. No work beyond the authorized scope or approved estimate may be performed without additional approval from ClasTran.

If additional problems are discovered after work begins, the contractor shall stop the affected work and obtain additional authorization before proceeding, unless immediate action is necessary to prevent further damage or address an urgent safety condition. Any emergency action must be reported to ClasTran and documented as soon as practical.

Only designated ClasTran representatives may authorize work, approve estimates, approve changes, approve emergency repairs, or authorize vehicle pickup, delivery, towing, drive-away, or transport. ClasTran will provide the selected contractor or contractors with a written list of authorized representatives after contract award.

Unless ClasTran revises its internal approval procedures:

- Routine work may be approved by the Fleet & Driver Manager;
- Work exceeding \$1,000 requires approval by the Director of Operations / Co-Director; and
- Work exceeding \$2,500 requires approval by both the Director of Operations / Co-Director and the Director of Finance / Co-Director.

The contractor shall not rely on instructions from unauthorized persons. Work performed without proper authorization may be rejected and may not be eligible for payment.

8. Invoicing and Documentation

Invoices and monthly billing statements must be itemized by vehicle and work order and must include, at a minimum:

- Invoice date;
- Invoice number;
- ClasTran vehicle number;
- VIN or license plate, if available;
- Date vehicle entered shop, was received by contractor, or was inspected on-site;
- Date work was completed;
- Date vehicle was returned or made available to ClasTran;
- Odometer reading;
- Description of complaint or requested work;
- Diagnostic findings;

- Labor description;
- Labor hours charged;
- Labor rate charged;
- Parts description;
- Parts cost and markup/discount;
- Sublet charges, if any;
- Shop supplies, environmental fees, mobile service fees, transport fees, or other charges;
- Warranty information;
- Name or initials of technician, if available;
- Purchase order, work authorization number, or written approval reference, if applicable;
- Completed inspection form, preventive maintenance checklist, lift/ramp inspection documentation, annual inspection documentation, road test documentation, or other supporting documentation, as applicable.

Costs shall be divided by vehicle and identified by vehicle number and/or VIN to support grant, audit, maintenance, and internal accounting requirements.

The contractor shall provide complete repair documentation suitable for ClasTran vehicle files, ALDOT review, FTA review, audit, grant, insurance, and maintenance-record compliance purposes.

Upon request, the contractor shall provide work orders, inspection records, invoices, and supporting documentation electronically in PDF, spreadsheet, or another mutually acceptable format. Where practical, records should be capable of import into or attachment to ClasTran's current or future fleet-management system.

ClasTran intends to establish a charge account with the selected contractor(s) and receive consolidated monthly billing. The contractor shall maintain complete and accurate billing documentation for each work order and shall provide repair documentation promptly upon completion of the work. Each monthly billing statement shall identify each vehicle, work order, and charge included in the billing period and shall include all required supporting documentation.

The contractor shall not bill ClasTran for work not performed, quantities not actually provided or installed, duplicate charges, unauthorized work, unsupported fees, or charges inconsistent with the approved estimate, work authorization, or contract pricing. If ClasTran identifies a billing error or disputes a charge, the contractor shall provide a corrected invoice or statement, appropriate credit, or written response with supporting documentation within five (5) business days. Repeated or material billing errors, failure to timely resolve disputed charges, or billing for work not performed may be considered deficient performance and may result in reduced or

suspended work assignments, non-renewal, termination, or other remedies available under the contract.

ClasTran may reject or dispute invoices that are incomplete, unauthorized, unsupported, inconsistent with approved rates, inconsistent with approved work, or otherwise noncompliant with the contract. Charges associated with disputed or noncompliant invoices may be withheld from payment on the monthly billing statement until resolved.

9. Contract Term

The anticipated contract term is:

- **Initial Term:** One year beginning October 1, 2026, or an earlier date established in the Notice to Proceed, and ending one year after the effective date of the contract.
- **Renewal Options:** ClasTran may, at its sole discretion and subject to satisfactory performance, funding availability, Board approval, and ALDOT concurrence, renew the agreement for up to two additional one-year terms.
- **Maximum Contract Term:** Three years total, inclusive of all options.

All option-year pricing must be included in the proposal and evaluated at the time of award. ClasTran's decision to exercise any option shall be based on performance, funding availability, continued need, price reasonableness, and any required approvals. Before exercising any option, ClasTran must determine that the option remains in ClasTran's best interest and that the option price is reasonable compared to prices available at the time the option is exercised. ClasTran is not obligated to exercise any renewal option.

10. Pricing Proposal

Proposers must submit pricing using **Attachment B — Price Proposal Form**. All proposed fees, charges, surcharges, minimum charges, markups, and related costs must be clearly disclosed.

ClasTran may evaluate proposed pricing using submitted labor rates, preventive maintenance pricing, option-year pricing, parts markup/discount, mobile service charges, pickup/delivery or transport charges, towing charges, after-hours charges, and sample repair scenarios.

The lowest-priced proposal will not necessarily be selected. ClasTran may select the proposal or proposals determined to be most advantageous to ClasTran, price and other factors considered.

11. Minimum Qualifications

Proposers must demonstrate the ability, willingness, capacity, and integrity to successfully perform the services they propose under this RFP. At a minimum, proposers should provide evidence, as applicable to the services proposed, of:

- Experience maintaining public transit, commercial, paratransit, shuttle, school bus, government, nonprofit, or similar fleet vehicles;
- Personnel who are properly trained, qualified, licensed where applicable, and appropriately supervised for the work they perform, together with suitable safety procedures for shop, mobile, roadside, towing, and vehicle-transport activities;
- Appropriate equipment, tools, facilities, diagnostic capability, and mobile service equipment if mobile service is proposed;
- Ability to service cutaway buses, passenger vans, wheelchair lifts/ramps, and related transit equipment;
- Ability to provide timely service and support public transportation operations;
- Satisfactory performance history;
- Satisfactory record of integrity and business ethics;
- Appropriate business licenses and legal authority to contract;
- Insurance coverage meeting ClasTran's requirements before contract execution;
- No active suspension, debarment, or exclusion from federally assisted transactions; and
- Ability to comply with required repair, documentation, safety, warranty, invoicing, and service requirements.

Proposers are encouraged to disclose any limitations, exclusions, vehicle types, systems, repairs, or services they cannot perform.

ClasTran will avoid unnecessarily restrictive qualification requirements and will evaluate whether each proposer is responsible and capable of performing the services proposed.

12. Proposal Content Requirements

Proposals should be organized in the following order.

12.1 Proposal Submission Checklist

Proposers should include a completed proposal submission checklist using **Attachment C**.

12.2 Cover Letter

The cover letter must be signed by an individual authorized to bind the proposer and must include:

- Legal name of proposer;
- Physical address;
- Primary contact name, title, phone, and email;
- Statement that the proposal is valid for at least 90 days;
- Acknowledgment of all addenda;
- Statement of willingness to comply with applicable federal, state, ALDOT, and ClasTran requirements.

12.3 Company Profile

Provide a brief company history, ownership structure, years in business, locations, and description of services provided.

12.4 Relevant Experience

Describe experience maintaining similar fleets. Include public transit, paratransit, nonprofit, government, school bus, shuttle, commercial fleet, or similar experience.

12.5 Staffing and Technical Capacity

Describe the staff, technicians, supervisors, certifications, equipment, diagnostic tools, service bays, lifts, mobile units, and other resources available to perform the work.

The proposal should include:

1. The number and types of technicians expected to support ClasTran;
2. Technician experience with passenger vans, cutaway buses, commercial fleet vehicles, wheelchair lifts/ramps, electrical systems, HVAC systems, brakes, steering, suspension, and other relevant systems;
3. Applicable technician certifications, including ASE certifications, manufacturer training, wheelchair lift/ramp training, propane or alternative-fuel qualifications, commercial tire-service training, or other relevant credentials;
4. The proposer's hiring, qualification, supervision, and continuing-training practices for technicians;
5. The proposer's shop safety program, including vehicle lifting, lockout/tagout, fire prevention, spill response, hazardous-material handling, battery safety, tire-service safety, and mobile-service safety;

6. Procedures for ensuring that only properly trained and qualified personnel perform specialized work;
7. Procedures for supervising apprentices, trainees, helpers, or subcontractor personnel;
8. The proposer's ability to provide safe mobile service at ClasTran locations, including traffic control, work-zone protection, spill prevention, lighting, weather limitations, and protection of ClasTran employees, passengers, property, and the public;
9. Any limitations affecting technician availability, service hours, mobile response, specialty repairs, or after-hours support; and
10. The name, title, qualifications, telephone number, and email address of the proposed service manager, account manager, or primary individual responsible for managing ClasTran's account.

ClasTran may request copies of technician certifications, training records, licenses, safety policies, or other supporting documentation before award or during the contract term.

12.6 Facilities

Describe the facility or facilities proposed for this contract, including address, hours, secure overnight storage, number of service bays, vehicle size limitations, ability to accommodate cutaway buses and vans, security, and any limitations.

Identify whether ClasTran vehicles can be stored securely overnight, describe the security controls in place, and disclose any storage limitations.

Identify the approximate distance and normal travel time from each proposed repair facility to ClasTran's Tarrant and Pelham operating locations.

12.7 Approach to Service Delivery

Describe how the proposer will manage ClasTran's maintenance needs, including scheduling, diagnostics, estimates, authorization, communication, repair completion, invoicing, warranty work, and priority service.

12.8 Mobile Service and On-Site Service Plan

Describe mobile service capability, services available on-site, mobile unit availability, response times, limitations, staffing, equipment, rates, travel charges, after-hours availability, and any requirements ClasTran must meet for mobile service to be performed safely.

12.9 Vehicle Pickup, Delivery, Transport, and Towing Plan

Describe whether and how the proposer can provide vehicle pickup, delivery, transport, drive-away, towing, shuttle, or similar services. Include insurance coverage, driver qualifications, documentation procedures, rates, after-hours availability, limitations, and subcontractor information if applicable.

12.10 Preventive Maintenance Approach

Describe how the proposer will support preventive maintenance compliance, including the 6,000-mile PM interval, inspection forms, documentation, notification of upcoming or overdue services, and coordination with ClasTran's operating needs.

12.11 Wheelchair Lift / Ramp and Accessibility Equipment Approach

Describe how the proposer will support lift/ramp inspections every 750 cycles or six months, whichever comes first, and how lift/ramp maintenance, repair, documentation, and accessibility equipment issues will be handled.

12.12 Turnaround Time and Emergency Response

Provide proposed turnaround standards for preventive maintenance, diagnostics, routine repairs, major repairs, mobile service, pickup/delivery, emergency repairs, and after-hours needs.

12.13 Parts and Warranty

Describe all labor and parts warranties and identify any warranty terms that exceed the minimum requirements in Section 6.17.

Describe the proposer's local and regional parts-sourcing network, availability of commonly used fleet parts, expected lead times, procedures for handling backordered parts, and ability to obtain OEM and aftermarket parts.

12.14 Compliance and Documentation

Describe how the proposer will provide records sufficient for public transit maintenance files, grant compliance, audit review, ALDOT review, and FTA-funded fleet requirements.

Describe the electronic formats available for work orders, maintenance records, inspection documentation, and invoices, including any ability to export data for use in fleet-management software.

12.15 Insurance

Provide current certificates of insurance demonstrating the proposer's existing coverage and the proposer's ability to meet the insurance requirements stated in Section 19.

The certificates should identify the coverage types, policy limits, policy periods, and insurers. If the proposer does not currently carry one or more required coverages or limits, the proposer must clearly identify the deficiency and provide written confirmation that the required coverage will be obtained before contract execution.

The selected contractor shall provide updated certificates of insurance and any required endorsements before contract execution and throughout the contract term.

12.16 Subcontractors

Identify proposed subcontractors and describe their role, qualifications, location, insurance, and services.

12.17 References

Provide at least three references for similar work. Include organization name, contact person, title, phone, email, type of service provided, and dates of service.

12.18 Price Proposal

Complete **Attachment B** — Price Proposal Form.

12.19 Required Certifications and Forms

Submit all certifications, disclosures, acknowledgments, and other forms required by this RFP, including:

- Completed applicable forms and certifications required by Attachment D;
- Completed Proposal Certification, Non-Collusion, and Conflict of Interest Disclosure;
- Completed Addendum Acknowledgment Form;
- E-Verify and Alabama immigration compliance documentation, if required; and
- Any additional form or certification required by written addendum.

13. Proposal Submission Instructions

Proposals must be received by ClasTran no later than: **September 14, 2026 by 5:00 p.m.**

ClasTran will accept electronic proposal submissions; however, proposers must also submit one physical copy as described below.

13.1 Electronic Submission

Electronic proposals shall be submitted to: **othomas@clastran.com**

The subject line should state:

Proposal for Vehicle Maintenance and Repair Services — RFP No. 2026-01

Electronic proposals should be submitted in PDF format. ClasTran is not responsible for technical problems, delivery failures, spam filtering, file corruption, or other issues that prevent timely receipt.

13.2 Physical Submission

Proposers shall also submit one physical copy of the proposal to:

**Owen Thomas, Director of Operations / Co-Director
ClasTran
2100 16th Avenue South, Suite 55
Birmingham, AL 35205**

The physical copy must be received no later than **two business days after the electronic proposal deadline**, provided that the electronic proposal was received on time. Failure to timely submit the required physical copy may result in the proposal being deemed nonresponsive.

The outside of any sealed package should be clearly marked:

Proposal for Vehicle Maintenance and Repair Services — RFP No. 2026-01

13.3 Submission Deadline and Timeliness

Electronic proposals must be received by ClasTran no later than **September 14, 2026, at 5:00 p.m. Central Time**.

The physical copy must be identical to the electronic proposal submitted by the deadline. If any discrepancy exists between the electronic and physical versions, the timely received electronic proposal shall control.

A proposal will be considered late if the electronic version is not received by the stated deadline. Late proposals may be rejected. ClasTran is not responsible for transmission failures, email filtering, file corruption, carrier delays, or other delivery problems.

14. Evaluation Criteria

Proposals will be evaluated based on the criteria below. ClasTran may award to the responsible proposer or proposers whose proposals are most advantageous to ClasTran, price and other factors considered.

Evaluation Criterion	Weight
Price / total evaluated cost	30 points
Mobile/on-site service capability, vehicle pickup/delivery or transport capability, emergency/after-hours support, and ability to reduce vehicle downtime and disruption to revenue service	25 points
Experience and qualifications with similar fleet maintenance	20 points
Maintenance documentation, compliance, invoicing, and quality-control approach	15 points
References and past performance	10 points
Total	100 points

Where a proposer offers only a specific service category or specialty, ClasTran will apply the published evaluation criteria to the services proposed and will evaluate the relevant pricing, qualifications, capabilities, and approach for that service category or specialty.

ClasTran may conduct interviews, request clarifications, request best and final offers, negotiate with one or more proposers, or award without discussions if determined to be in ClasTran's best interest and permitted by applicable procurement requirements.

15. Award Process and Multiple Awards

ClasTran may award one or more contracts under this RFP. ClasTran reserves the right, but is not obligated, to make multiple awards if ClasTran determines, in its sole judgment and based on its own determination of best interest, that multiple awards would better serve ClasTran's operational, financial, maintenance, coverage, specialty, or service-continuity needs.

ClasTran does not commit to awarding any specific number of contracts. ClasTran may award to one contractor, multiple contractors, or no contractors, depending on the proposals received and the best interest of ClasTran. ClasTran does not guarantee any minimum amount of work to any contractor.

If multiple contracts are awarded, ClasTran may assign work based on the nature of the repair, vehicle location, contractor availability, pricing, turnaround time, specialty capability, mobile service capability, pickup/delivery or transport capability, warranty considerations, past performance, and the best interest of ClasTran. ClasTran may rotate work among awarded contractors where practical; however, ClasTran reserves the right to direct work to the contractor best suited for the specific need.

ClasTran anticipates the following award process:

1. Proposals received by the deadline will be logged and reviewed for responsiveness.
2. Responsive proposals will be evaluated using the published evaluation criteria.
3. ClasTran may conduct clarifications, interviews, negotiations, or request best and final offers if necessary.
4. ClasTran will conduct responsibility determinations for recommended proposer(s).
5. ClasTran will complete required SAM.gov checks and other required compliance reviews.
6. ClasTran will complete required price and/or cost analysis.
7. ClasTran will notify proposers of the award decision.
8. ClasTran will submit the procurement package to ALDOT for concurrence and/or approval as required.
9. ClasTran's Board of Directors will consider approval of the award, if required.
10. A contract will be executed only after all required approvals are obtained.
11. No work may begin until ClasTran issues a written Notice to Proceed.

15.1 Cooperative Use by Eligible Human Service Transportation Agencies

ClasTran may make the resulting contract pricing, terms, and awarded vendor information available for use by eligible Birmingham-area human service transportation agencies that receive Federal Transit Administration Section 5310 funding administered through the Regional Planning Commission of Greater Birmingham or another applicable public transportation funding source.

Use of any resulting contract by another agency shall be optional and shall be subject to that agency's own funding, approvals, procurement requirements, contract execution, service needs, and written authorization. No participating agency is obligated to use any contract awarded under this RFP, and ClasTran does not guarantee any work, payment, vehicle count, or service volume on behalf of any other agency.

Any participating agency that elects to use the resulting contract shall be responsible for issuing its own authorization or notice to proceed, confirming applicable insurance and documentation requirements, authorizing work, reviewing and approving invoices, making payment, maintaining its own records, and complying with any grant, ALDOT, RPCGB, FTA, or local requirements applicable to that agency.

The selected contractor shall not perform work for any participating agency unless authorized directly by that agency. ClasTran shall not be responsible for payment, disputes, claims, vehicle condition, work authorization, invoice approval, contract administration, or performance issues relating to work performed for another participating agency.

For work performed for a participating agency, references in this RFP to ClasTran authorization, work orders, invoice approval, payment, records, vehicle numbers, maintenance files, or contract administration shall mean the participating agency, as applicable. References to ClasTran's internal maintenance procedures apply only to ClasTran vehicles unless separately adopted by a participating agency.

16. ALDOT and FTA Requirements

This procurement may involve federal and/or state public transportation funds administered through the Alabama Department of Transportation ("ALDOT"). The selected contractor or contractors shall comply with all federal, state, ALDOT, and local requirements applicable to the services awarded under this RFP.

Attachment D contains the ALDOT/FTA federal clauses and certifications package applicable to federally assisted procurements. The requirements contained in **Attachment D** shall apply to this procurement and any resulting contract to the extent applicable based on the type and value of the procurement, source of funding, scope of work, and applicable federal requirements.

The selected contractor shall ensure that all applicable requirements are included in subcontracts and lower-tier agreements as required.

17. Disadvantaged Business Enterprise and Small Business Requirements

ClasTran will comply with all Disadvantaged Business Enterprise (“DBE”), small business, nondiscrimination, and related requirements applicable to this procurement, as determined in coordination with ALDOT.

Unless expressly stated in Attachment D or by written addendum, this RFP does not establish a contract-specific DBE participation goal.

Proposers shall comply with all applicable DBE and nondiscrimination requirements and shall provide any information, certifications, or documentation required under Attachment D.

The selected contractor shall include applicable DBE, nondiscrimination, and flow-down requirements in subcontracts and lower-tier agreements as required.

18. Conflict of Interest and Organizational Conflict of Interest

Proposers must disclose any actual, potential, or perceived conflict of interest involving ClasTran, its Board members, employees, agents, consultants, immediate family members, or other parties involved in the procurement.

Proposers must also disclose whether they assisted in preparing specifications, evaluation criteria, estimates, or other procurement materials for this RFP. ClasTran may disqualify any proposer that has an unfair competitive advantage or whose participation would create an organizational conflict of interest.

No vendor has been authorized to prepare, write, draft, or control this RFP on behalf of ClasTran. Communications regarding this RFP must occur only through the designated procurement contact identified in this RFP.

19. Insurance Requirements

Proposers shall submit current certificates of insurance with their proposals demonstrating existing coverage. The certificates should identify the coverage types, policy limits, policy periods, and insurers.

The selected contractor shall maintain insurance coverage acceptable to ClasTran throughout the contract term. Required coverage shall be based on the services proposed or awarded and may include the following:

Coverage Type	Minimum Limit	Applicability
Commercial General Liability	\$1,000,000 per occurrence / \$2,000,000 aggregate	Required for all contractors
Business Automobile Liability, including owned, hired, and non-owned automobiles	\$1,000,000 combined single limit	Required if the contractor drives, road-tests, picks up, delivers, tows, transports, or otherwise operates ClasTran vehicles, or uses vehicles in connection with the work
Workers' Compensation	Statutory limits	Required as applicable by law
Employers' Liability	\$100,000 each accident / \$100,000 disease each employee / \$500,000 disease policy limit	Required as applicable by law
Garage Liability or Garagekeepers Coverage, preferably on a direct primary basis, for vehicles in the contractor's care, custody, or control	\$1,000,000 per occurrence / \$2,000,000 aggregate	Required if the contractor stores, repairs, services, transports, tows, road-tests, or otherwise has care, custody, or control of ClasTran vehicles
Umbrella or Excess Liability	\$1,000,000 minimum	Required when necessary to meet required liability limits or when required by ClasTran based on the services awarded
Pollution or Environmental Liability	\$1,000,000	Required if the contractor handles fuel, oil, coolant, solvents, hazardous materials, regulated waste, or performs work creating pollution or environmental exposure

If a proposer does not currently maintain one or more required coverages or limits applicable to the services proposed, the proposer must identify the deficiency in its proposal and provide written confirmation that the required coverage will be obtained before contract execution.

If the contractor will pick up, deliver, drive, road-test, tow, transport, store, repair, service, or otherwise take possession or control of a ClasTran vehicle, the contractor must maintain coverage protecting ClasTran vehicles while in the contractor's care, custody, control, possession, operation, transport, towing, repair, or storage.

Before contract execution, the selected contractor shall provide updated certificates of insurance and any endorsements required by ClasTran. ClasTran may require, where appropriate:

- Birmingham Regional Paratransit Consortium d/b/a ClasTran to be named as an additional insured;
- Coverage to be primary and noncontributory;
- Waiver of subrogation;
- Notice of cancellation or material reduction in coverage; and
- Evidence that subcontractors maintain applicable insurance coverage.

The contractor shall maintain all required coverage throughout the contract term and shall provide updated certificates upon renewal, replacement, or request by ClasTran.

Failure to maintain required insurance may result in suspension of work assignments, withholding of payment, termination, or other remedies available under the contract.

20. Indemnification and Hold Harmless

To the fullest extent permitted by law, the contractor shall indemnify, defend, and hold harmless Birmingham Regional Paratransit Consortium d/b/a ClasTran, its Board members, officers, employees, agents, and representatives from and against claims, demands, actions, damages, losses, liabilities, judgments, fines, penalties, costs, and expenses, including reasonable attorneys' fees, arising out of or resulting from:

1. The negligent, reckless, willful, or wrongful acts or omissions of the contractor, its employees, agents, subcontractors, or representatives;
2. Bodily injury, death, or damage to real or personal property caused by or connected with the contractor's performance of services;
3. Damage to, loss of, or unauthorized use of a ClasTran vehicle while the vehicle is in the contractor's care, custody, control, possession, operation, transport, towing, storage, or repair;

4. Vehicle pickup, delivery, drive-away, towing, road service, mobile service, or transportation activities performed by or on behalf of the contractor;
5. Environmental releases, spills, improper disposal, or violations associated with fluids, oils, batteries, tires, hazardous materials, or regulated wastes generated or handled by the contractor;
6. The acts or omissions of any subcontractor or third party used by the contractor;
7. The contractor's failure to comply with applicable laws, regulations, licensing requirements, safety requirements, insurance requirements, or contract obligations; or
8. Infringement of intellectual property rights arising from materials, software, equipment, or services supplied by the contractor.

The contractor's obligations under this section shall not apply to the extent a claim is caused solely by the negligence or willful misconduct of ClasTran.

The contractor's indemnification obligations shall survive expiration or termination of the contract.

Nothing in this section shall be interpreted as a waiver of any immunity, defense, limitation of liability, or other legal protection available to ClasTran under applicable law.

21. Contract Administration and Performance Standards

Contract administration shall be consistent with ClasTran's Fleet Maintenance Program, Vehicle Maintenance Work Order / Authorization procedures, and the terms of the resulting contract.

The contractor's performance will be monitored using the standards below. ClasTran may establish additional service-specific requirements in individual work authorizations, task assignments, or written notices.

Performance Area	Minimum Performance Standard
Initial acknowledgement	Acknowledge routine service requests within one business day and urgent or emergency requests as soon as practical
Initial diagnostic review	Begin diagnostics or provide an appointment or response plan within one business day after receiving the vehicle or authorized mobile-service request, unless otherwise agreed

Performance Area	Minimum Performance Standard
Estimate submission	Provide a written estimate promptly after diagnosis and ordinarily within one business day after diagnostic findings are available
Preventive Maintenance	Complete at least 90% of authorized PM services within the scheduled service window, subject to ClasTran vehicle availability
Wheelchair lift/ramp inspections	Complete authorized lift/ramp inspections within the required 750-cycle or six-month interval
Annual inspections	Complete authorized annual inspections by the scheduled due date
Routine repairs	Complete routine repairs within the contractor's approved estimate and agreed completion period
Safety-critical repairs	Give priority to repairs affecting safe operation, accessibility, or revenue-service availability
Status updates	Notify ClasTran promptly of delays, additional findings, backordered parts, changed completion dates, or expected cost increases
Mobile service	Respond within the time proposed by the contractor and accepted by ClasTran for routine, priority, and emergency mobile requests
Vehicle pickup and return	Complete authorized pickup, delivery, towing, or transport safely within the agreed timeframe
Invoice accuracy	Submit complete, accurate, itemized invoices and monthly billing statements matching authorized work, contract rates, and supporting documentation, and timely resolve billing errors or disputed charges in accordance with Section 8.
Warranty correction	Schedule and complete warranty-covered corrective work promptly and without unauthorized additional charges
Repeat repairs	Minimize repeat repairs and provide a written explanation and corrective plan for recurring issues

Performance Area	Minimum Performance Standard
Documentation	Provide all required work orders, inspection forms, test results, technician notes, and supporting records promptly upon completion of the applicable work and with or before billing.

Performance calculations may exclude delays or missed targets caused by:

1. ClasTran's failure to make a vehicle available as scheduled;
2. Delayed approval by ClasTran;
3. Parts backorders or supply-chain delays outside the contractor's reasonable control;
4. Manufacturer, dealer, or specialty-subcontractor delays;
5. Accident, vandalism, major body, major engine, major transmission, or similarly extensive repairs;
6. Force majeure or other circumstances outside the contractor's reasonable control; or
7. Another exception approved by ClasTran in writing.

The contractor must notify ClasTran promptly when an exception is expected and provide the reason, revised completion date, and proposed mitigation.

The contractor shall provide quarterly performance reports in a format acceptable to ClasTran. Reports shall include, as applicable, preventive maintenance compliance, turnaround times, vehicle downtime, repeat repairs, warranty work, outstanding repairs, delayed parts, and other performance information requested by ClasTran.

ClasTran may modify or waive specific reporting requirements based on the volume and type of work assigned to the contractor.

ClasTran may review contractor performance periodically and may require a corrective action plan when performance is deficient. Continued or material failure to meet contract requirements may result in reduced work assignments, withholding or dispute of payment, non-renewal, suspension of additional assignments, termination, or other remedies available under the contract.

When multiple contractors are awarded contracts, ClasTran may consider documented performance when assigning future work.

22. Payment Terms

ClasTran shall receive itemized invoices for individual work orders and shall pay approved charges through the contractor's consolidated monthly billing statement in accordance with Section 8 and the final contract terms. ClasTran will not make advance payments. Payment may be withheld or disputed for unauthorized work, incomplete documentation, incorrect pricing, warranty-covered work, unresolved billing discrepancies, or other contract noncompliance.

23. Changes to Work

No change in scope, pricing, contract amount, or material terms shall be effective unless approved in writing by ClasTran through an authorized contract amendment or change order. Changes affecting contract price or scope may require ALDOT review and approval.

The contractor shall not perform work outside the approved scope or authorization limits without written approval from ClasTran.

24. Termination

The final contract shall include termination provisions, including termination for cause and termination for convenience. ClasTran may terminate the contract in accordance with the terms of the final agreement and applicable law.

25. Protest Procedures

Protests relating to this procurement must be submitted and handled in accordance with **Attachment H — Protest Procedures**, which is incorporated into this RFP.

ClasTran recognizes three types of protests:

- Pre-solicitation protests;
- Pre-award protests; and
- Post-award protests.

ClasTran shall disclose all protests to ALDOT and keep ALDOT informed regarding the status and resolution of each protest. All protest decisions issued by ClasTran shall be in writing.

A protester must exhaust all administrative remedies available through ClasTran before pursuing review by ALDOT.

Proposers are responsible for reviewing and complying with all filing requirements, deadlines, and procedures stated in Attachment H.

26. Public Records

Proposals and related procurement records may be subject to applicable public records laws. Proposers should clearly identify any information claimed to be confidential or proprietary. ClasTran does not guarantee that any information submitted will be exempt from disclosure.

27. Reservation of Rights

ClasTran reserves the right to:

- Reject any or all proposals;
- Cancel or reissue this RFP;
- Waive minor informalities or irregularities;
- Request additional information or clarification;
- Conduct interviews or negotiations;
- Request best and final offers;
- Award without discussions;

- Award to one or more contractors;
- Award by service category, location, vehicle type, specialty capability, vendor capacity, price, availability, or other grouping if in ClasTran's best interest;
- Assign work among awarded contractors based on ClasTran's operational needs and best interest, without guaranteeing a minimum amount of work to any contractor;
- Decline to award a contract;
- Make an award subject to Board approval, ALDOT approval, funding availability, and successful contract negotiation.

28. Attachments

The following attachments are incorporated into this RFP:

- **Attachment A:** Fleet List
- **Attachment B:** Price Proposal Form
- **Attachment C:** Proposal Submission Checklist
- **Attachment D:** Required Federal Clauses and Certifications
- **Attachment E:** Proposal Certification, Non-Collusion, and Conflict of Interest Disclosure
- **Attachment F:** Addendum Acknowledgment Form
- **Attachment G:** Preventive Maintenance and Inspection Summary
- **Attachment H:** Protest Procedures
- **Attachment I:** E-Verify / Alabama Immigration Compliance Documentation

Attachment A — Fleet List

Attachment A reflects ClasTran’s current 21 vehicle fleet as of July 21, 2026. Approximate mileage is reported as of June 5, 2026, and is provided for proposal-planning purposes only. ClasTran seeks to maintain a fleet of approximately 26 vehicles and may add, remove, replace, retire, or reassign vehicles during the contract term.

Vehicle Number	Year	Make/Model	Vehicle Type	Fuel Type	Lift/Ramp	Assigned Location	Approx. Mileage
1903	2019	Ford E450	Cutaway	Gasoline	Lift	Tarrant	184,953
1904	2019	Ford E450	Cutaway	Gasoline	Lift	Tarrant	180,264
1907	2019	Ford E450	Cutaway	Gasoline	Lift	Tarrant	162,029
2201	2022	Ford T350HD	High Roof Van	Dual-Fuel Gasoline / LP Gas	Lift	Pelham	89,093
2301	2023	RAM ProMaster 2500	Van	Gasoline	Lift	Pelham	114,173
2302	2023	Ford Transit	High Roof Van	Gasoline	Lift	Tarrant	94,183
2303	2023	Ford Transit	High Roof Van	Dual-Fuel Gasoline / LP Gas	Lift	Pelham	90,668
2304	2023	Ford T350	High Roof Van	Dual-Fuel Gasoline / LP Gas	Lift	Tarrant	98,029
2305	2023	Ford T350HD	High Roof Van	Dual-Fuel Gasoline / LP Gas	Lift	Tarrant	86,695
2306	2023	Ford Transit	High Roof Van	Dual-Fuel Gasoline / LP Gas	Lift	Tarrant	72,884
2307	2023	Ford T350	High Roof Van	Dual-Fuel Gasoline / LP Gas	Lift	Pelham	80,477
2308	2023	Ford Transit	High Roof Van	Dual-Fuel Gasoline / LP Gas	Lift	Tarrant	71,115
2401	2023	Ford T350HD	High Roof Van	Gasoline	Lift	Tarrant	74,106
2402	2023	Ford T350HD	High Roof Van	Gasoline	Lift	Pelham	73,553
2403	2023	Chevrolet Express 4500	Cutaway	Gasoline	Lift	Tarrant	44,597
2404	2023	Chevrolet Express 4500	Cutaway	Gasoline	Lift	Tarrant	52,530
2405	2024	Ford T350	High Roof Van	Gasoline	Lift	Tarrant	18,991
2406	2024	Ford T350	High Roof Van	Gasoline	Lift	Tarrant	17,934
2407	2023	Chevrolet Express 4500	Cutaway	Gasoline	Lift	Tarrant	911
2408	2023	Chevrolet Express 4500	Cutaway	Gasoline	Lift	Tarrant	1,619
2501	2024	Ford T350	High Roof Van	Gasoline	Lift	Tarrant	10,197

Attachment B — Price Proposal Form

B.1 Labor Rates

Service Category	Initial Term	Option Year 1	Option Year 2
Standard mechanical labor	\$	\$	\$
Diagnostic labor	\$	\$	\$
Heavy repair labor, if different	\$	\$	\$
Wheelchair lift/ramp labor	\$	\$	\$
Mobile service labor	\$	\$	\$
After-hours/emergency labor	\$	\$	\$
Tire service labor	\$	\$	\$
HVAC labor, if different	\$	\$	\$
Electrical diagnostic labor, if different	\$	\$	\$

B.2 Preventive Maintenance and Inspection Pricing

Service	Initial Term	Option Year 1	Option Year 2
PM Service — Minivan	\$	\$	\$
PM Service — Passenger Van	\$	\$	\$
PM Service — Cutaway Bus	\$	\$	\$
Annual inspection — Minivan	\$	\$	\$
Annual inspection — Passenger Van	\$	\$	\$
Annual inspection — Cutaway Bus	\$	\$	\$
Wheelchair lift/ramp inspection/service	\$	\$	\$
Mobile PM service — Minivan	\$	\$	\$
Mobile PM service — Passenger Van	\$	\$	\$
Mobile PM service — Cutaway Bus	\$	\$	\$

B.3 Parts and Fees

Item	Proposed Pricing
OEM parts markup / discount	___ %
Aftermarket parts markup / discount	___ %
Shop supplies fee	% <i>or</i> \$
Environmental/disposal fee	% <i>or</i> \$
Mobile service travel charge	\$___
Mobile service minimum charge	\$___
Pickup/delivery charge	\$___
Towing coordination charge	\$___
Drive-away / transport charge	\$___
After-hours surcharge	\$___ or ___ %
Other fees	\$___

B.4 Optional Vehicle Preparation and Disposal-Support Pricing

Service	Proposed Pricing
Vehicle preparation or disposal-support services	\$_____ per hour
Flat-rate pricing, if offered	\$_____
Other pricing method	Describe: _____

Proposer shall identify what is included in the proposed pricing, including inspections, decal or equipment installation or removal, camera installation, removal, or reinstallation coordination, minor repairs, cleaning, photographs, condition reports, or other support services.

B.5 Sample Repair Labor-Hour Scenarios

ClasTran may evaluate proposed pricing using sample repair scenarios. Proposers shall provide the estimated labor hours required for the following common repair scenarios. ClasTran may use the submitted labor rates, parts pricing, fees, and other pricing information in Attachment B to conduct its own price analysis.

Proposers may attach assumptions or explanations. The scenarios are for evaluation purposes only and do not guarantee that ClasTran will order any specific repair or quantity of work.

Scenario	Estimated Labor Hours	Assumptions / Notes
Preventive maintenance / oil and filter service — passenger van		
Preventive maintenance / oil and filter service — cutaway bus		
Front brake pad and rotor replacement — passenger van		

Scenario	Estimated Labor Hours	Assumptions / Notes
Front brake pad and rotor replacement — cutaway bus		
Battery diagnostic and replacement		
Alternator replacement		
Brake inspection / diagnostic with no repair		
Tire replacement and rotation — passenger van		
Tire replacement and rotation — cutaway bus		
Wheelchair lift/ramp inspection and minor repair		
HVAC diagnostic and minor repair		
Check engine light diagnostic with no repair		
Mobile service call for minor electrical/lighting repair		
Vehicle pickup, shop diagnostic, and return delivery		

B.6 Pricing Assumptions

Proposer shall identify any assumptions, exclusions, minimum charges, surcharges, diagnostic policies, subcontractor markups, disposal fees, or limitations affecting pricing.

Attachment C — Proposal Submission Checklist

Required Item	Included?
Signed cover letter	☐
Completed proposal submission checklist	☐
Company profile	☐
Relevant fleet maintenance experience	☐
Description of staffing, facility, tools, and technical capacity	☐
Mobile service / on-site service plan	☐
Vehicle pickup/delivery, towing, or transport plan	☐
Preventive maintenance approach	☐
Wheelchair lift/ramp inspection/service approach	☐
Emergency/after-hours service approach	☐
Parts and warranty information	☐
Compliance and documentation approach	☐
Completed price proposal form	☐
References	☐
Subcontractor list, if applicable	☐
Current certificates of insurance	☐
Federal clauses and certifications — Attachment D	☐
Proposal certification and conflict disclosure — Attachment E	☐
Addendum acknowledgment — Attachment F	☐
E-Verify documentation, if applicable — Attachment I	☐

Attachment D — Required Federal Clauses and Certifications

The following ALDOT/FTA federal clauses and certifications package is included as part of this solicitation. Individual provisions apply to the extent required based on the type and value of the procurement, source of funding, scope of work, and applicable federal requirements.

FTA CLAUSES				
Done	Name			
☐	ACCESS TO RECORDS AND REPORTS			
☐	AMERICANS WITH DISABILITIES ACT (ADA)			
☐	BOND REQUIREMENTS			
☐	BUS TESTING			
☐	BUY AMERICA REQUIREMENTS			
☐	RESTRICTIONS ON LOBBYING			
☐	CARGO PREFERENCE REQUIREMENTS			
☐	CHARTER SERVICE			
☐	CIVIL RIGHTS LAWS AND REGULATIONS			
☐	CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT			
☐	CONFORMANCE WITH ITS NATIONAL ARCHITECTURE			
☐	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT			
☐	DAVIS BACON ACT AND COPELAND ANTI-KICKBACK ACT			
☐	DEBARMENT AND SUSPENSION			

FTA CLAUSES				
Done	Name			
☐	DISADVANTAGED BUSINESS ENTERPRISE (DBE)			
☐	ENERGY CONSERVATION			
☐	EQUAL EMPLOYMENT OPPORTUNITY			
☐	NOTICE TO THIRD PARTY PARTICIPANTS			
☐	FLY AMERICA			
☐	INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS			
☐	NO GOVERNMENT OBLIGATION TO THIRD PARTIES			
☐	NOTIFICATION TO FTA			
☐	PATENT RIGHTS AND RIGHTS IN DATA			
☐	PRE-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES			
☐	SOLID WASTES			
☐	PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS			
☐	PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT			
☐	PROMPT PAYMENT			

FTA CLAUSES				
Done	Name			
☐	PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS			
☐	SAFE OPERATION OF MOTOR VEHICLES			
☐	SCHOOL BUS OPERATIONS			
☐	SEISMIC SAFETY			
☐	SIMPLIFIED ACQUISITION THRESHOLD			
☐	SPECIAL DOL EEO CLAUSE			
☐	SPECIAL NOTIFICATION REQUIREMENTS FOR STATES			
☐	SUBSTANCE ABUSE REQUIREMENTS			
☐	TERMINATION			
☐	VETERANS HIRING PREFERENCE			
☐	VIOLATION AND BREACH OF CONTRACT			
☐	TRAFFICKING IN PERSONS			
☐	FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS			
☐	SEVERABILITY			

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, 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. § 200.334. 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 in accordance with 2 CFR § 200.337.

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 in accordance with 2 CFR § 200.337.

AMERICANS WITH DISABILITIES ACT (ADA)

The contractor agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

BOND REQUIREMENTS

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the

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bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

- (a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- (b) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract.
- (c) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

It is also understood and agreed that if the bidder should withdraw any part or all of their bid within [90] days after the bid opening without the written consent of the Agency, or refuse or be unable to enter into this Contract as provided above, or refuse or be unable to furnish adequate and acceptable Performance and Payment Bonds, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, it shall forfeit its bid guaranty to the extent Agency's damages occasioned by such withdrawal, or refusal, or inability to enter into a Contract, or provide adequate security thereof.

It is further understood and agreed that to the extent the defaulting bidder's bid guaranty shall prove inadequate to fully recompense Agency for the damages occasioned by default, then the bidder agrees to indemnify Agency and pay over to Agency the difference between the bid guarantee and Agency's total damages so as to make Agency whole.

The bidder understands that any material alteration of any of the above or any of the material contained herein, other than that requested will render the bid unresponsive.

Performance Guarantee. A Performance Guarantee in the amount of 100% of the Contract value is required by the Agency to ensure faithful performance of the Contract. Either a Performance Bond or an Irrevocable Stand-By Letter of Credit shall be provided by the Contractor and shall remain in full force for the term of the Contract. The successful Bidder shall certify that it will provide the requisite Performance Guarantee to the Agency within ten (10) business days from Contract execution. The Agency requires all Performance Bonds to be provided by a fully qualified surety company acceptable to the Agency and listed as a company currently authorized under 31 C.F.R. part 22 as possessing a Certificate of Authority as described hereunder. Agency may require additional performance bond protection when the contract price is increased. The increase in protection shall generally equal 100 percent of the

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increase in contract price. The Agency may secure additional protection by directing the Contractor to increase the amount of the existing bond or to obtain an additional bond.

If the Bidder chooses to provide a Letter of Credit as its Performance Guarantee, the Bidder shall furnish with its bid, certification that an Irrevocable Stand-By Letter of Credit will be furnished should the Bidder become the successful Contractor. The Bidder shall also provide a statement from the banking institution certifying that an Irrevocable Stand-By Letter of Credit for the action will be provided if the Contract is awarded to the Bidder. The Irrevocable Stand-By Letter of Credit will only be accepted by the Agency if:

1. A bank in good standing issues it. The Agency will not accept a Letter of Credit from an entity other than a bank.
2. It is in writing and signed by the issuing bank.
3. It conspicuously states that it is an irrevocable, non-transferable, "standby" Letter of Credit.
4. The Agency is identified as the Beneficiary.
5. It is in an amount equal to 100% of the Contract value. This amount must be in U.S. dollars.
6. The effective date of the Letter of Credit is the same as the effective date of the Contract
7. The expiration date of the Letter of Credit coincides with the term of the contract.
8. It indicates that it is being issued in order to support the obligation of the Contractor to perform under the Contract. It must specifically reference the Contract between the Agency and the Contractor the work stipulated herein.

The issuing bank's obligation to pay will arise upon the presentation of the original Letter of Credit and a certificate and draft to the issuing bank's representative at a location and time to be determined by the parties. This documentation will indicate that the Contractor is in default under the Contract.

Payment Bonds. A Labor and Materials Payment Bond equal to the full value of the contract must be furnished by the contractor to Agency as security for payment by the Contractor and subcontractors for labor, materials, and rental of equipment. The bond may be issued by a fully qualified surety company acceptable to (Agency) and listed as a company currently authorized under 31 C.F.R. part 223 as possessing a Certificate of Authority as described thereunder.

BUS TESTING

The Contractor [Manufacturer] agrees to comply with the Bus Testing requirements under 49 U.S.C. 5318(e) and FTA's implementing regulation at 49 C.F.R. part 665 to ensure that the requisite testing is performed for all new bus models or any bus model with a major change in configuration or

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components, and that the bus model has achieved a passing score. Upon completion of the testing, the contractor shall obtain a copy of the bus testing reports from the operator of the testing facility and make that report(s) publicly available prior to final acceptance of the first vehicle by the recipient.

BUY AMERICA REQUIREMENTS

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661 and 2 CFR § 200.322 Domestic preferences for procurements, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7.

Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget, the U.S. Department of Transportation, and FTA. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C), 49 U.S.C. § 5323(u) and 49 C.F.R. § 661.11. Domestic preferences for procurements

The bidder or offeror must submit to the Agency the appropriate Buy America certification. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive. For more information, please see the FTA's Buy America webpage at: <https://www.transit.dot.gov/buyamerica>

RESTRICTIONS ON LOBBYING

Conditions on use of funds.

- (a) No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: 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.

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- (b) Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification, that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.
- (c) Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.
- (d) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, whether that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.
- (e) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form if that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.

Certification and disclosure.

(a) Each person shall file a certification, and a disclosure form, if required, with each submission that initiates agency consideration of such person for:

- (1) Award of a Federal contract, grant, or cooperative agreement exceeding \$100,000; or
- (2) An award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000.

(b) Each person shall file a certification, and a disclosure form, if required, upon receipt by such person of:

- (1) A Federal contract, grant, or cooperative agreement exceeding \$100,000; or
- (2) A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000,

Unless such person previously filed a certification, and a disclosure form, if required, under paragraph (a) of this section.

(c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraphs (a) or (b) of this section. An event that materially affects the accuracy of the information reported includes:

- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
- (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,

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(3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(d) Any person who requests or receives from a person referred to in paragraphs (a) or (b) of this section:

- (1) A subcontract exceeding \$100,000 at any tier under a Federal contract;
- (2) A subgrant, contract, or subcontract exceeding \$100,000 at any tier under a Federal grant;
- (3) A contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding \$150,000; or,
- (4) A contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement,

Shall file a certification, and a disclosure form, if required, to the next tier above.

(e) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (a) or (b) of this section. That person shall forward all disclosure forms to the agency.

(f) Any certification or disclosure form filed under paragraph (e) of this section shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31, U.S. Code.

(g) For awards and commitments in process prior to December 23, 1989, but not made before that date, certifications shall be required at award or commitment, covering activities occurring between December 23, 1989, and the date of award or commitment. However, for awards and commitments in process prior to the December 23, 1989 effective date of these provisions, but not made before December 23, 1989, disclosure forms shall not be required at time of award or commitment but shall be filed within 30 days.

(h) No reporting is required for an activity paid for with appropriated funds if that activity is allowable under either subpart B or C.

CARGO PREFERENCE REQUIREMENTS

The contractor agrees:

a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

b. to furnish within 20 working days following the date of loading for shipments originating

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within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA Recipient (through the contractor in the case of a subcontractor's bill-of-lading.); and

c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

CHARTER SERVICE

The contractor agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. part 604, which provides that Recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(d);
2. FTA regulations, "Charter Service," 49 C.F.R. part 604;
3. Any other federal Charter Service regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

The contractor agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

1. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;
2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or
3. Any other appropriate remedy that may apply.

The contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

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:

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- 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.

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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

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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.”

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CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards pursuant to 23 CFR § 940. 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).

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a. Applicability: This requirement applies to all FTA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor

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responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- (3) Withholding for unpaid wages and liquidated damages. The agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

DAVIS BACON ACT AND COPELAND ANTI-KICKBACK ACT

For all prime construction, alteration or repair contracts in excess of \$2,000 awarded by FTA, the Contractor shall comply with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week. The Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States." The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

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DEBARMENT AND SUSPENSION

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. 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 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

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 the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, 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. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, 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)

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

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.

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

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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).

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 (42 U.S.C. § 6201).

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.

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- (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

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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.

NOTICE TO THIRD PARTY PARTICIPANTS

Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and

Applicable changes to those federal requirements will apply to each Third Party Agreement and parties thereto at any tier..

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:

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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

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all 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 Recipient 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 Recipient, 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

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equivalent provision in its subagreements 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:

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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 not 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.

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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.

PRE-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

The Contractor agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. part 663. The Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. The Contractor agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 C.F.R. part 663 and related FTA guidance.

SOLID WASTES

A Recipient 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.

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PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

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.

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. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

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.

- a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
- 1) Procure or obtain;
 - 2) Extend or renew a contract to procure or obtain; or
 - 3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by

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Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the 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.

- b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- c) See Public Law 115-232, section 889 for additional information.
- d) See also § 200.471.

PROMPT PAYMENT

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

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.

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PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS

The Contractor agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

1. U.S. DOL Certification. Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.
2. Special Warranty. When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.

3. Special Arrangements. The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

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.

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SCHOOL BUS OPERATIONS

The contractor agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(f);
2. FTA regulations, "School Bus Operations," 49 C.F.R. part 605;
3. Any other Federal School Bus regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

If Contractor violates this School Bus Agreement, FTA may:

1. Bar the Contractor from receiving Federal assistance for public transportation; or
2. Require the contractor to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities.

The Contractor should include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

SEISMIC SAFETY

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation (DOT) Seismic Safety Regulations 49 C.F.R. part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.

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

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example, Buy America's eligibility and process requirements apply to any procurement in excess of \$150,000. 49 U.S.C. § 5323(j)(13).)

SPECIAL DOL EEO CLAUSE

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

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 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,

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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 he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, 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 rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering 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 noncompliance with the nondiscrimination clauses of this contract or with any of the said 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 or federally assisted construction 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 portion of the sentence immediately preceding paragraph (1) and 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 the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above

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equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the 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.

SUBSTANCE ABUSE REQUIREMENTS

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency, or Agency, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with part 655 and to submit the Management Information System (MIS) reports to the Agency.

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.

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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)

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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 complete 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:

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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

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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.

VETERANS HIRING PREFERENCE

Veterans Employment - Recipients and subrecipients of Federal financial assistance shall ensure that contractors working on a capital project funded using such assistance give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

VIOLATION AND BREACH OF CONTRACT

Disputes:

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the 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 agencies 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 agencies authorized representative shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute:

Unless otherwise directed by the agencies authorized representative, contractor shall continue performance under this contract while matters in dispute are being resolved.

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Claims for Damages:

Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies:

Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the agencies authorized representative and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Agency is located.

Rights and Remedies:

Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the 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.

TRAFFICKING IN PERSONS

The contractor 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; or
- (c) Use forced labor in the performance of the Recipient's Award or subagreements thereunder.

FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

- (1) The contractor certifies that it:
 - (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

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(b) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.

(2) Flow-Down. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

SEVERABILITY

The Contractor agrees that if any provision of this agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect.

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Attachment E — Proposal Certification, Non-Collusion, and Conflict of Interest Disclosure

The undersigned, being authorized to submit this proposal on behalf of the proposer, certifies that:

1. The proposer has carefully reviewed and understands this Request for Proposals, its attachments, and all addenda issued by ClasTran.
2. All information contained in the proposal is true, accurate, and complete to the best of the undersigned's knowledge.
3. The proposal was prepared independently and without collusion, consultation, communication, or agreement with any other proposer or potential proposer regarding pricing, proposal content, whether to submit a proposal, or any matter intended to restrict competition.
4. The proposer has not offered, given, solicited, or accepted any gift, gratuity, favor, payment, or other item of value intended to influence this procurement.
5. The proposer has not received unauthorized information from any ClasTran Board member, employee, agent, consultant, or representative regarding this procurement.
6. The proposer has the personnel, equipment, facilities, qualifications, and organizational capacity necessary to perform the services described in its proposal.
7. The individual signing below is authorized to submit the proposal and bind the proposer to the representations, pricing, commitments, and terms contained in the proposal.
8. ClasTran may verify information submitted in the proposal and may request supporting documentation.
9. The proposal shall remain valid for at least 90 days after the proposal due date.

Conflict of Interest Disclosure

The proposer must disclose any relationship, financial interest, family relationship, prior involvement, or other circumstance that could create an actual, potential, or perceived conflict of interest in connection with this procurement.

☐ No actual, potential, or perceived conflict of interest is known.

☐ An actual, potential, or perceived conflict of interest is disclosed below.

Disclosure:

By signing below, the authorized representative certifies the foregoing Proposal Certification and Conflict of Interest Disclosure.

Company Name: _____

Authorized Representative: _____

Title: _____

Signature: _____

Date: _____

Attachment F — Addendum Acknowledgment Form

The proposer acknowledges receipt of the following addenda:

Addendum No.	Date Received	Initials
1		
2		
3		
4		

Company Name: _____

Authorized Representative: _____

Signature: _____

Date: _____

Attachment G — Preventive Maintenance and Inspection Summary

This attachment summarizes key preventive maintenance and inspection intervals for proposer reference and does not replace or supersede Section 6, ClasTran’s Fleet Maintenance Program, or ClasTran’s Vehicle Maintenance Work Order / Authorization procedures.

If any inconsistency exists, the requirements stated in Section 6, ClasTran’s adopted Fleet Maintenance Program, and ClasTran’s approved Vehicle Maintenance Work Order / Authorization procedures shall control unless formally amended by ClasTran.

Current ClasTran Intervals

Requirement	Interval
Preventive maintenance inspection	Every 6,000 miles
Wheelchair lift/ramp inspection	Every 750 cycles or every 6 months, whichever comes first
Annual vehicle inspection	Annually
On-board security system inspection	Quarterly by ClasTran; vendor assistance only if requested and authorized

The selected contractor shall comply with ClasTran’s current maintenance plan and any updated maintenance plan, inspection form, or ALDOT-approved requirement provided by ClasTran during the contract term.

Attachment H — Protest Procedures

H.1 Purpose

ClasTran has established these written protest procedures to handle and resolve disputes relating to its procurement actions.

ClasTran shall disclose all protests to the Alabama Department of Transportation (“ALDOT”) and shall keep ALDOT informed regarding the status and resolution of each protest.

All protest decisions issued by ClasTran shall be in writing.

A protester must exhaust all administrative remedies available through ClasTran before pursuing a protest with ALDOT.

ClasTran is responsible for settling disputes resulting from its procurement actions. ALDOT’s role in any protest shall be limited to the conditions permitted under applicable ALDOT procedures and Federal Transit Administration (“FTA”) Circular 4220.1, as amended.

H.2 Types of Protests

There are three general types of protests, based on the stage of the procurement process in which the protest occurs.

A. Pre-Solicitation Protest

A pre-solicitation protest is received before the proposal due date and concerns alleged restrictive specifications, improprieties, ambiguities, omissions, errors, or other defects apparent in the solicitation documents.

B. Pre-Award Protest

A pre-award protest is received after proposals have been submitted but before award of a contract and challenges a proposed award, evaluation process, responsibility determination, responsiveness determination, or other procurement action occurring before contract award.

C. Post-Award Protest

A post-award protest is received after award of a contract.

Post-award protests will be considered only when ClasTran determines that the matter is in the public interest or when the protest presents clear and convincing evidence of fraud, misrepresentation, illegality, gross impropriety, or a material violation of applicable procurement requirements.

H.3 Persons Eligible to Protest

Protests may be filed by actual or prospective proposers whose direct economic interest would be affected by the solicitation, proposed award, or award of a contract.

The protester must identify the direct economic interest affected and the procurement action alleged to have caused or threatened injury.

H.4 Submission of Protests

All protests must be submitted in writing to:

Owen Thomas

Director of Operations / Co-Director

Birmingham Regional Paratransit Consortium d/b/a ClasTran

P.O. Box 10386

Birmingham, Alabama 35202

Email: othomas@clastran.com

Telephone: 205-325-8787, ext. 723

A protest submitted by email will be considered received when it is successfully received by ClasTran's designated email system. The protester is responsible for confirming timely receipt.

ClasTran will consider only written protests received within the timelines stated in these procedures.

H.5 Required Protest Content

Protest submissions should be concise, logically arranged, and should clearly state the grounds for protest.

Each protest must include, at a minimum:

1. The name, address, email address, and telephone number of the protester;
2. The solicitation or contract name and number;
3. Identification of whether the protest is a pre-solicitation, pre-award, or post-award protest;
4. A detailed statement of the factual and legal grounds for the protest;
5. Copies of all relevant documents, correspondence, and supporting information;
6. A description of the protester's direct economic interest;
7. A statement of the specific relief requested; and
8. The signature of the protester or an authorized representative.

Unsupported allegations, general objections, or disagreement with reasonable procurement judgment may be denied.

H.6 Acknowledgment and Additional Information

ClasTran will acknowledge receipt of a timely written protest within five business days.

ClasTran may request additional information, documents, clarification, or evidence from the protester or any other interested party.

Any information requested by ClasTran must be submitted in writing within five business days from the date of ClasTran's request, unless ClasTran grants additional time in writing.

Failure to provide requested information within the required time may result in ClasTran deciding the protest based on the existing record or denying the protest.

H.7 Review and Decision

Within twenty business days after receipt of a complete written protest, ClasTran shall either:

1. Issue a final written decision responding to the issues raised in the protest and providing the basis for the decision; or
2. Conduct, at ClasTran's discretion, an informal conference or hearing to allow the protester and other interested parties an opportunity to present positions, supporting facts, documents, technical information, and other relevant evidence.

If ClasTran conducts an informal conference or hearing, ClasTran will issue a written decision no later than five business days after the conference or hearing, unless ClasTran determines that additional time is necessary.

ClasTran may obtain technical, legal, procurement, or ALDOT guidance as part of its review.

The individual who made or directly participated in the challenged procurement decision should not serve as the sole decision-maker on the protest when a reasonable alternative is available. ClasTran may designate the Executive Director, another senior official, legal counsel, or a committee of disinterested staff or Board members to review and decide the protest.

H.8 Pre-Solicitation Protests

Protests alleging restrictive specifications or improprieties that are apparent before the proposal due date must be submitted in writing and received by ClasTran at least five business days before the proposal due date.

If a pre-solicitation protest is timely received, ClasTran may delay the proposal due date or other procurement activity until the protest is resolved.

ClasTran may proceed with receiving or evaluating proposals notwithstanding the protest if ClasTran determines in writing that:

1. The services are urgently required;
2. Delay would unduly affect service delivery, safety, funding, compliance, or operations;
3. Failure to proceed would cause undue harm to ClasTran or the public; or
4. Proceeding is otherwise in ClasTran's best interest and consistent with applicable procurement requirements.

If a pre-solicitation protest is not received within the time specified, proposals may be received, evaluated, and awarded in the normal manner unless ClasTran determines that delaying the procurement is in the best interest of all concerned.

H.9 Pre-Award Protests

A protest against a proposed award or other pre-award action must be submitted in writing and received by ClasTran within five business days after the protester knew or reasonably should have known the basis of the protest, but in all cases before contract award.

If ClasTran decides to withhold award pending resolution of the protest, ClasTran may notify all proposers whose proposals might remain eligible for award and may request that they extend the validity period of their proposals.

ClasTran may proceed with award notwithstanding the protest if ClasTran determines in writing that:

1. The services are urgently required;
2. Delay would unduly affect service delivery, safety, funding, compliance, or operations;
3. Failure to proceed would cause undue harm to ClasTran, the public, or the Federal Government; or
4. Proceeding is otherwise in ClasTran's best interest and consistent with applicable procurement requirements.

H.10 Post-Award Protests

A post-award protest must be submitted in writing and received by ClasTran within five business days after written notice of the contract award.

Post-award protests will be considered only when ClasTran determines that the matter is in the public interest or the protest presents clear and convincing evidence of:

1. Fraud;
2. Misrepresentation;
3. Illegality;
4. Gross impropriety;
5. A material violation of the solicitation or evaluation procedures; or
6. Another serious defect affecting the integrity of the procurement.

If a post-award protest is accepted for review, ClasTran may reevaluate the proposal or procurement action at issue using the same evaluation criteria and rating factors used in the original evaluation.

ClasTran may designate a panel to conduct the reevaluation.

If the contract has been executed, ClasTran will notify the selected contractor of the protest and may, at its discretion, direct the contractor to suspend some or all work pending resolution.

If the contract has not been executed, ClasTran may delay execution until the protest is resolved.

ClasTran may proceed with contract execution or performance notwithstanding the protest if ClasTran determines in writing that:

1. The services are urgently required;
2. Delay would unduly affect service delivery, safety, funding, compliance, or operations;

3. Failure to proceed would cause undue harm to ClasTran or the public; or
4. Proceeding is otherwise in ClasTran's best interest and consistent with applicable procurement requirements.

H.11 Written Decision

ClasTran shall issue all protest decisions in writing.

The written decision will include, as appropriate:

- identification of the procurement;
- summary of the protest;
- issues considered;
- relevant facts;
- applicable procurement requirements;
- ClasTran's findings;
- ClasTran's decision;
- the basis for the decision; and
- any corrective action or relief granted.

ClasTran will provide the written decision to the protester and to any other affected party ClasTran determines should receive notice.

H.12 Available Corrective Action

If ClasTran sustains a protest, ClasTran may take any corrective action it determines appropriate, including:

- amending or canceling the solicitation;
- extending the proposal due date;
- issuing clarification or additional information;
- reevaluating proposals;
- revising a responsiveness or responsibility determination;
- canceling a proposed award;
- terminating or modifying an award to the extent legally permitted;
- resoliciting the procurement; or
- taking any other action necessary to protect full and open competition and the integrity of the procurement process.

ClasTran shall not be liable for proposal preparation costs, protest costs, lost profits, anticipated profits, attorneys' fees, or other costs incurred by a protester unless required by applicable law.

H.13 ALDOT Notification and Appeal

ClasTran shall disclose all protests to ALDOT and shall keep ALDOT informed regarding the status and resolution of each protest.

ClasTran is responsible for settling disputes resulting from its procurement actions.

A protester must exhaust all administrative remedies available through ClasTran before pursuing a protest with ALDOT.

After ClasTran issues its final written protest decision, a protester may seek review by ALDOT only under the limited circumstances permitted by applicable ALDOT procedures and FTA Circular 4220.1, as amended.

Any appeal to ALDOT should be submitted to:

Mr. Bradley B. Lindsey, P.E.
State Local Transportation Engineer
Local Transportation Bureau
Alabama Department of Transportation
1409 Coliseum Boulevard
Montgomery, Alabama 36110

ALDOT's role in a protest shall be limited to the conditions allowed under applicable ALDOT procedures and FTA Circular 4220.1. Nothing in these procedures requires or authorizes ALDOT to reconsider every protest that remains unresolved at the local level.

H.14 Finality of ClasTran Decision

ClasTran's written protest decision constitutes the final administrative decision of ClasTran.

The protester must exhaust ClasTran's protest procedures before seeking review by ALDOT or another authority.

Nothing in these procedures expands ALDOT's review authority beyond the authority provided under applicable ALDOT and FTA requirements.

H.15 Unsolicited Proposals

The submission of unsolicited proposals is inconsistent with ClasTran's policy of promoting full and open competition for FTA-assisted contracts.

ClasTran may return, reject, or decline to consider unsolicited proposals. Complaints or appeals seeking reconsideration of unsolicited proposals will not be accepted under these protest procedures.

H.16 Protest Record

ClasTran shall maintain complete documentation of each protest as part of the procurement history, including:

- the written protest;
- correspondence with the protester and affected parties;
- supporting documents;
- requests for additional information;
- information received in response;
- notices provided to ALDOT;
- any written determination to suspend or continue the procurement;
- conference or hearing records;
- the written protest decision; and
- documentation of any corrective action taken.

ClasTran shall retain protest documentation in accordance with ALDOT record-retention requirements.

Attachment I — E-Verify / Alabama Immigration Compliance Documentation

As applicable under Alabama law, a proposer that employs one or more employees within the State of Alabama must provide documentation demonstrating enrollment in the federal E-Verify program.

The proposer shall submit:

1. A completed and signed Alabama Immigration Compliance Certification; and
2. Documentation establishing the proposer's enrollment in E-Verify, such as the applicable E-Verify Memorandum of Understanding or other acceptable enrollment confirmation.

A proposer that believes these requirements do not apply must provide a written explanation identifying the basis for the claimed exemption.

The selected contractor shall comply with applicable Alabama immigration and employment-verification requirements throughout the contract term and shall require applicable subcontractors performing work under the contract to comply with those requirements.

Certification

The undersigned certifies that the proposer:

- Does not knowingly employ, hire for employment, or continue to employ an unauthorized alien in the State of Alabama;
- Is enrolled in and participates in the federal E-Verify program, if required by applicable law;
- Will comply with applicable federal and Alabama immigration laws throughout the contract term; and
- Will require applicable subcontractors performing work under the contract to comply with applicable E-Verify requirements.

Company Name: _____

Authorized Representative: _____

Title: _____

Signature: _____

Date: _____

E-Verify enrollment documentation attached: ☐ Yes ☐ Not applicable

If not applicable, explanation attached: ☐ Yes