



**CHATHAM AREA TRANSIT AUTHORITY
REQUEST FOR PROPOSALS**

PROJECT NO. 2025-08

Security Services RFP

March 14, 2025

**PUBLIC NOTICE
CHATHAM AREA TRANSIT AUTHORITY**

Request for Proposals No. 2025-08
Security Services RFP

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

- Description:** Chatham Area Transit Authority (CAT) is soliciting responses from qualified vendors to submit proposals for Security Services
- Proposals:** Proposal Packages are available at 900 E. Gwinnett Street, Savannah, Georgia, 31401, online at <https://www.catchacat.org/about-cat/doing-business/procurement/procurement-opportunities/>, or by email at victor.colon@catchacat.org.
- Questions:** All questions must be submitted in writing by: **Friday, April 18, 2025** to Victor Colon, Procurement Manager, Chatham Area Transit Authority, 900 East Gwinnett Street, Savannah, GA 31401, or by email at victor.colon@catchacat.org
- Submittal Deadline:** **Friday, May 16, 2025 at 2 p.m. EST**, CAT Central, 900 E. Gwinnett Street, Savannah, Georgia, 31401

Disadvantaged Business Enterprise (DBE) Requirements:

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

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

2025-08 Schedule of Events

<u>EVENT</u>	<u>DATE</u>
RFPIssued and Advertised	March 14, 2025
Vendor Inquiry Deadline	April 18, 2025
RFP Submission Deadline	May 16, 2025, 2:00 p.m. EST
Evaluation Committee's Recommendation To Board of Directors	June 24, 2025
Notification of Award to Proposer	June 24, 2025

**Chatham Area Transit Authority
RFP 2025-08 Security Services RFP**

<u>TABLE OF CONTENTS</u>	<u>PAGE</u>
I. General Information & Instructions	
1.1 Introduction	6
1.2 Response Submission	6
1.3 Response Form Requirement	6
1.4 Inquiries	6
1.5 Ethics and Lobbying Statement	7
1.6 Indemnification	7
1.7 Interest of Members of, or Delegates to, Congress	7
1.8 Ethics	7
1.9 Conflict of Interest	7
1.10 Privacy Act Requirements	8
1.11 Exclusionary or Discriminatory Specifications	8
1.12 Geographic Restrictions	8
1.13 Contractor Assurance	8
1.14 Confidentiality	9
1.15 Government Wide Debarment and Suspension (Non-Procurement)	9
1.16 Subcontracts	9
1.17 Contract Termination: Debarment	9
1.18 State and Local Disclaimer	9
1.19 Submittal of Protests	10
1.20 Response Offer	10
1.21 Response Award	10
1.22 Response Withdrawal	11
1.23 Single Response Situations	11
1.24 Certifications & DBE Policy Statement	11
1.25 Taxes	11
1.26 Contract Termination	12
1.27 Assignments	12
1.28 Addenda	12
1.29 Prohibited Interest	12
1.30 Audit & Inspection	12
1.31 Notice to Proceed	12
1.32 Scope of Services	12

1.33	Evaluation of Responses	13
1.34	Federal Regulatory Requirements	13
1.35	Additional Response Requirements	13

II. Attachments

A.	Scope of Services	15
B.	DBE Certification	30
C.	References	31
D.	Addendum Acknowledgement	32
E.	Offeror's Checklist	33
F.	Proposer Information Form	34
G.	Federal Regulatory Requirements	35
	Federal Clause Receipt Certification	35
	Other Federal Requirements	36
	Government-Wide Debarment Certification	46
	Lobbying Certification	47

**CHATHAM AREA TRANSIT AUTHORITY
REQUEST FOR PROPOSALS**

1.1 INTRODUCTION

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

1.2 RESPONSE SUBMISSION

CAT will receive responses until **2 pm EST, Friday, May 23, 2025**. Any response delivered to CAT after the time specified will not be considered.

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

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

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

1.3 RESPONSE FORM REQUIREMENTS

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

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

1.4 INQUIRIES

Should a proposer have questions, please contact in writing:

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

Questions should be submitted to CAT by **Friday, April 18, 2025**. Communication via email will be considered a written inquiry. ANY VERBAL COMMUNICATION WILL NOT BE CONSIDERED BY CAT AS AN INQUIRY. All received inquiries will be responded to in writing after the question submission deadline and will be presented as an addendum to the solicitation and distributed to respondents.

1.5 ETHICS AND LOBBYING STATEMENT

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

1.6 INDEMNIFICATION

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

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

1.7 INTEREST OF MEMBERS OF, OR DELEGATES TO, CONGRESS

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

1.8 ETHICS

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

1.9 CONFLICT OF INTEREST

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

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

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

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

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

1.10 PRIVACY ACT REQUIREMENTS

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

- a. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understand that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
- b. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

1.11 EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS

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

1.12 GEOGRAPHIC RESTRICTIONS

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

1.13 CONTRACTOR ASSURANCE

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

1.14 CONFIDENTIALITY

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

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

1.15 GOVERNMENT WIDE DEBARMENT AND SUSPENSION

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

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

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

1.16 SUBCONTRACTS

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the FTA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all the clauses contained in 29 CFR 5.5.

1.17 CONTRACT TERMINATION: DEBARMENT

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

1.18 STATE AND LOCAL LAW DISCLAIMER

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

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

1.19 SUBMITTAL OF PROTESTS

- a. Pre-Award Protests

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

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

- b. Post-Award Protests

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

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

1.20 RESPONSE OFFER

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

1.21 RESPONSE AWARD

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

1.22 RESPONSE WITHDRAWAL

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

1.23 SINGLE RESPONSE SITUATIONS

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

1.24 CERTIFICATIONS & DBE POLICY STATEMENT

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

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

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

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

1.25 TAXES

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

1.26 CONTRACT TERMINATION

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

1.27 ASSIGNMENTS

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

1.28 ADDENDA

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

1.29 PROHIBITED INTERESTS

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

1.30 AUDIT & INSPECTION

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

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

1.31 NOTICE TO PROCEED

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

1.32 SCOPE OF SERVICES

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

In the case of goods, equipment, or services identified by a “brand name or equal” description, no preference will be given to responses offering to furnish the name brands over those offering accepted equal value and quality, and vice versa. Wherever in the specifications the name of a certain brand, make, manufacturer, or definite specification is utilized, these specifications are used only to denote the quality standard of product, style type, and character of product desired and do not restrict proposers to the specific brand, make, manufacturer or specification named.

Equivalent products, which have been designated "approved equals" by CAT or its agents, shall be acceptable. Proposer must submit to CAT a written request for approval of all equivalent products by the inquiry deadline.

1.33 EVALUATION OF RESPONSES

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

Evaluation Criteria:

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

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

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

1.34 FEDERAL REGULATORY REQUIREMENTS

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

1.35 ADDITIONAL RESPONSE REQUIREMENTS

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

- 1.35.1 Most recent three (3) years comprehensive financial statements, audited version if your business structure requires such. These documents may be marked as "Trade Secret – Confidential Financial Data", but must be accompanied by an attached affidavit affirmatively declaring that the specific information in the records constitute trade secrets pursuant to Article 2 of Chapter 1 of Title 10, Official Code of Georgia.

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

Attachment A

1. Definitions and Acronyms

For the purpose of this document, the following terms shall have the following meanings:

- a. **AED.** Automatic external defibrillator.
- b. **Agreement, Contract.** The contract to be negotiated and executed by the Authority and the successful proposer, which shall include this Request for Proposals, the Contractor's proposal, the Post Orders, Staffing Plan, Site Patrol Plan, Training Plan, and all other attachments and appendices to those documents.
- c. **Americans with Disabilities Act, ADA.** The Americans with Disabilities Act of 1990, as amended, including all relevant regulations adopted by the U.S. Department of Justice and the U.S. Department of Transportation.
- d. **As Needed Services.** Requests for Security Officers that are not part of the regular schedule, as set forth in the Staffing Plan, where the Authority has provided at least four (4) hours' notice.
- e. **Authority, CAT.** The Chatham Area Transit Authority, a special district government and a division of the State of Georgia, acting by and through its Executive Director or his or her designee.
- f. **CAT, Authority.** The Chatham Area Transit Authority, a special district government and a division of the State of Georgia, acting by and through its Executive Director or his or her designee.
- g. **CFR.** The Code of Federal Regulations.
- h. **Control Center.** The Authority's operational dispatch center for all revenue vehicles, located at the Operations and Maintenance Facility at 900 East Gwinnett Street.
- i. **Contract, Agreement.** The contract to be negotiated and executed by the Authority and the successful proposer, which shall include this Request for Proposals, the Contractor's proposal, the Post Orders, Staffing Plan, Site Patrol Plan, Training Plan, and all other attachments and appendices to those documents.
- j. **CPR.** Cardiopulmonary resuscitation.
- k. **Days.** Calendar days, unless otherwise specified.
- l. **Dog.** Any animal with four legs and a tail.
- m. **DOT.** The U.S. Department of Transportation.
- n. **Effective Date.** The effective date of the Agreement between the Contractor and the Authority shall be the date on which the last required approval is received and all contract documents are executed.
- o. **Emergency Services.** Requests for Security Officers that are not part of the regular schedule, as set forth in the Staffing Plan, where the Authority has provided less than four (4) hours' notice.
- p. **Executive Director, CEO.** The executive director of the Authority.
- q. **FTA.** The Federal Transit Administration, an agency of the U.S. Department of Transportation.
- r. **ITC.** The Joe Murray Rivers, Jr. Intermodal Transit Center, located at 610 West Oglethorpe Avenue.
- s. **OCGA.** The Official Code of Georgia Annotated.
- t. **OMF.** The Operations and Maintenance Facility, located at 900 East Gwinnett Street.

- u. **OSHA.** The Occupational Safety and Health Administration.
- v. **Incident Report.** The report required to be filed to document events or conditions that represent a security concern to the Authority, as further defined in Section 13(c)(i).
- w. **Records.** All documents created, received, or maintained by Contractor in connection with performance under this Agreement, including, but not limited to, books, accounts, invoices, maintenance and service logs, database information, contracts, payroll information, reports, and other documents, whether or not kept in an electronic format.
- x. **Relief.** A Security Officer assigned to cover an authorized break, sick leave, vacation, or other absence of a Security Officer who is regularly assigned to a Site.
- y. **SAP.** Substance abuse professional.
- z. **Security Liaison.** The employee of the Authority appointed to be the liaison between the Contractor and the Authority, or his or her designee.
- aa. **Security Officer.** Trained, equipped, and qualified employees of Contractor assigned to Security Officer duties as required by this Contract.
- bb. **Services.** The Security Officer services to be provided by Contractor in accordance with the requirements and specifications of this Contract.
- cc. **Site.** A property, facility, or other physical area to which Security Officers are assigned pursuant to this Contract, or which may be established during the term of this Contract. Sites are listed in Section 7.
- dd. **Supervisor.** An employee of Contractor whose primary job duties include oversight, supervision, scheduling and managing assigned Security Officers on duty, certifying Security Officer time records, and reviewing and submitting Security Officer reports for each shift.
- ee. **Unavoidable Delay.** A delay in Contractor's performance under the Contract that Contractor demonstrates could not have been avoided by Contractor's exercise of due care, prudence, foresight, or diligence and that arises directly from an act of God, fire, flood, windstorm, tornado, earthquake, war, riot, insurrection, epidemic, quarantine, or acts of terrorism.

2. **Overview of Contractor Responsibilities**

Contractor agrees that the Services to be performed, including the locations where and the hours during which services are to be performed, and the number of Security Officers to be furnished by the Contractor, shall be subject to the Authority's approval. Contractor agrees that the schedules set forth in the Staffing Plan may be changed at any time, without any penalty to the Authority, provided that the Authority gives at least ten (10) business days' notice of the change. The Contractor will provide and supervise Security Officers for assignment to duties and locations as described in the Scope of Services or other times or locations designated by the Authority.

3. **Initial Contract Deliverables**

- a. **Post Orders.** Within fifteen (15) days of the Effective Date, Contractor shall deliver to the Authority draft Post Orders for all designated Sites for the Authority's review and approval. The Authority shall review and return same to the Contractor with instructions for revisions. Contractor will prepare completed Post Orders for approval within ten (10) business days of receipt of revisions. Final Post Orders as approved by the Authority are

incorporated by reference and shall become part of the Contract as though fully set forth. Post Orders shall include, but are not limited to:

- i. General safety procedures, including measures to mitigate injury risks, such as from slips, trips and falls, bloodborne pathogens, vehicle collisions, aggressive patrons, et cetera.
 - ii. Descriptions of Sites and duties to be performed.
 - iii. Emergency procedures, including contact lists, reporting requirements, and general procedures for reacting to specific emergencies, such as fires, active shooters, bomb threats, et cetera.
 - iv. Procedures for incidents and investigations, as well as reporting requirements and forms.
 - v. Procedures for patrols, camera monitoring, daily activity reports, periodic check-ins with supervisory personnel, and any other measures as necessary to ensure complete security coverage of assigned Sites.
 - vi. Procedures for communication, including use of radios and phones, contacts, pass down requirements, and guidelines for when and how to communicate with members of the public.
 - vii. Dress and grooming standards, including a description of the approved uniform and any other approved garments or equipment and general standards for cleanliness and appearance.
 - viii. Procedures for training personnel, including training for new employees as well as follow-up and refresher training. Provisions for harassment training must be included, and there must be initial and follow-up evaluation procedures to determine mastery of skills and information taught in training.
 - ix. Hiring procedures, including qualifications, selection criteria, background screening, and pre-employment drug screening.
 - x. Disciplinary procedures, including a probationary period of not less than six months, progressive discipline policy, attendance policy, procedures for investigation of potential misconduct, and provisions for immediate termination under severe circumstances, such as drug and alcohol violations, unauthorized use of force, sleeping on duty, et cetera.
 - xi. Photographs and diagrams of each Site.
 - xii. Templates for all required reports.
- b. **Training Plan.** Within ten (10) days of the Effective Date, Contractor shall deliver to the Authority a draft Training Plan for the Authority's review and approval. The Authority shall review and return same to the Contractor with instructions for revisions. The contractor will prepare the completed Training Plan for approval within seven (7) business days of receipt of revisions. The final Training Plan approved by the Authority are incorporated by reference and shall become part of the Contract as though fully set forth. The Training Plan shall include, but is not limited to:
- i. The proposed curriculum for each required subject matter, as listed in Section 11.
 - ii. The dates, times, and location of each block of instruction.
 - iii. Description of instruction provided, including both classroom and hands-on training.
 - iv. Procedures for evaluation of a Security Officer's mastery of the subject matter.

- v. Qualifications for instructors, including a requirement that the resume and qualifications for any instructor must be submitted to the Authority for approval at least seven (7) days prior to the commencement of training.
 - vi. Provisions for refresher training, including the requirement that Contractor will provide 24 hours of training each year of the Contract to all Security Officers used in performance of the Contract.
- c. **Proof of Training.** Proof of training shall include, at minimum, dates, times, and number of hours, subjects covered, and any evaluations given in the course of the training, including a final satisfactory evaluation showing that the Security Officer has mastered all required skills and information. All training records must be signed by both the Contractor and the Security Officer.
- i. **Initial Training.** Prior to assignment of any Security Officer, Contractor shall provide proof of training for that Security Officer. Within thirty (30) days of the Effective Date of the Agreement, Contractor must provide such proof of training for each, and every Security Officer assigned to this Contract.
 - ii. **Refresher Training.** Contractor shall provide proof of training for at least 24 hours of annual training for each, and every Security Officer assigned to this Contract. Such proof of training should be submitted quarterly to the Authority for any such refresher training conducted in that quarter.
 - iii. **Accuracy of Records.** Falsified training records shall be grounds for immediate removal and replacement of a Security Officer. The contractor is responsible for verifying the truth and accuracy of each record, including ensuring that times accurately reflect the real time spent in instruction and that the results of any evaluations accurately reflect the Security Officer's competence. Contractor agrees that failure to verify training records is a material breach of the Agreement.
- d. **Site Patrol Plan.** Contractor shall provide Security Officers to patrol all Sites designated by the Authority to ensure the safety and security of employees and patrons and minimize trespassing, policy violations, and exposure to liability. On the Effective Date, Contractor shall provide a Site Patrol Plan to identify specific measures to prevent and minimize policy violations and crime at each Site, procedures for Security Officers to respond to such incidents, and measures to maintain patrol effectiveness and verify actual performance of patrols, such as randomizing patrol times and implementing a system for Security Officers to check in. The Site Patrol Plan shall be subject to the Authority's approval. The final approved Site Patrol Plan is incorporated by reference and shall become part of the Agreement as though fully set forth herein.
- e. **Proposed Uniform Design.** On the Effective Date, the Contractor shall submit the proposed uniform design to the Authority for approval. Shirts must be gray and all other items, with the exception of high-visibility outerwear, should be black. All shirts and jackets shall display a back patch or lettering clearly identifying its wearer as security personnel. The breast of any shirt or jacket must be embroidered with the CAT Safety & Security logo, and the shoulders of any shirt or jacket should carry patches which may be of the Contractor's design. Any metal components, such as belt buckles, badges, name plates, et cetera shall be silver in color. The proposed uniform design will include a proposed badge design.

- f. **Supervisor Contact List.** Upon the Effective Date, the Contractor shall provide a list with 24-hour contact information for any personnel who will be exercising immediate supervision of on-duty Security Officers.
- g. **Report Templates.** Upon the Effective Date, Contractor shall provide to the Authority proposed templates for all reports to be used in the performance of the Contract, which may include Incident Reports, Daily Activity Reports, Equipment Use Logs, Attendance Logs, Lost/Stolen Item Reports, and any and all other standard forms that will be used. The final approved report templates are incorporated by reference and shall become part of the Agreement as though fully set forth herein.

4. Contractor Duties

- a. **General Security Officer Duties.** The Contractor shall provide and adequately supervise Security Officers to provide Services for all Sites and shifts for which staffing is required by this Contract or otherwise requested by the Authority. The contractor shall make a reasonable effort to assign Security Officers consistently to certain Sites so that Security Officers become more familiar with the procedures and persons associated with that Site. Security Officers shall perform, at a minimum, the following duties at all Sites, unless otherwise provided in the Contract or otherwise instructed by the Authority:
 - i. Protect the safety and security of persons on the Site.
 - ii. Prevent entry into secured areas of the Site by anyone other than employees of the Authority bearing proper identification or persons otherwise authorized by the Authority.
 - iii. Prevent and minimize fire, theft, damage, trespass, and any other crime, policy violation, or safety hazard.
 - iv. Report any unusual incidents or hazardous conditions.
 - v. Maintain accurate records reflecting activities performed for each shift in accordance with the policies for the Site.
 - vi. Complete patrols, monitor access points, and maintain a full awareness of activity on the Site.
 - vii. Maintain a log of all safety and security violations, and report occurrences to CAT as quickly as possible considering the nature of the violation.
 - viii. In the event of an incident or other occurrence of interest, seek, collect, and maintain all relevant information, including exact times and locations, descriptions and identification of individuals involved, details of any response by emergency services, et cetera.
 - ix. Monitor security desk consoles, including access control systems, door alarm systems, and surveillance cameras.
 - x. Be familiar with and implement emergency fire procedures, including familiarity with evacuation plans, floor plans, and locations of fire alarm pull boxes, fire extinguishers, fire alarm monitoring panels, and other life safety systems.
 - xi. Be familiar with and implement intrusion alarm procedures including the use of access control lockouts, surveillance systems, voice intercom systems, alarms, and other equipment required for monitoring and controlling facility access.
 - xii. Maintain responsibility for all keys and equipment in their possession and account for the whereabouts of such keys and equipment. No keys or equipment are to be given to anyone other than the Security Officer who signed them out. Security Officers shall notify Contractor no later than the end of their shift if keys

or equipment are lost or stolen, and Contractor shall notify the Authority immediately upon receiving such notification. Contractor is responsible for the replacement of any lost, stolen, or damaged keys or equipment, and any associated costs such as replacing locks which have compromised security due to a lost or stolen key.

- xiii. Be familiar with and implement procedures and protocols for responding to emergency situations, including, but not limited to, medical emergencies, bomb threats, active shooters, riots, fires, storms, hazardous spills, floods, and other emergencies.
 - xiv. Be familiar with and implement procedures for receiving and forwarding requests for maintenance.
 - xv. Maintain full attentiveness during performance of duties, which is considered to exclude inattentiveness, sleeping, or the use of any personal devices such as cell phones or tablets, personal reading materials, or any other item not related to Security Officer duties on Site, as well as any other activity which could reasonably impede the Security Officer's ability to maintain full awareness of the Site.
 - xvi. Maintain a professional demeanor at all times and treat fellow Security Officers, Authority employees, and members of the public with politeness, courtesy, and respect at all times.
 - xvii. Maintain full responsiveness in person, via phone, or via radio to any individual with a legitimate need to contact a Security Officer, including fellow Security Officers, Authority employees, legitimately concerned members of the public, and authorized persons with legitimate business related to the Authority's operations.
 - xviii. Maintain full compliance with all applicable policies, procedures, rules, regulations, and laws.
- b. **Site Patrols.** Security Officers shall patrol Sites as required by this Contract and as requested by the Authority to prevent trespassing, vandalism, sabotage, injury, and liability exposure in accordance with the Site Patrol Plan.
- c. **Access Monitoring.** Security Officers shall monitor the access of employees and members of the public to any property owned or controlled by the Authority as required by this Contract and as requested by the Authority. During business hours, most properties allow employee access to all work areas except for restricted areas, which may include revenue offices, counting rooms, and storage areas, maintenance parts storage areas, and areas considered to have heightened sensitivity such as offices associated with executive leadership, Human Resources staff, or Safety & Security staff. Control of access to restricted areas is accomplished through a card reader system. Security Officers will be issued access cards for the purpose of patrolling and/or responding to occurrences which occur in restricted or employee-only areas. Security Officers shall notify Contractor no later than the end of the shift in the event that any access cards are lost, stolen, or damaged, or if any access control point is not working properly. Contractor shall notify the Authority immediately upon such notification. Contractor is responsible for the replacement cost of any lost, stolen, or damaged access cards which have been issued to Contractor's employees.
- d. **Failure to Perform Duties.** Any occurrence which results in damage or injury to the Authority's property, employees, or other assets as a direct result of the action or inaction

of the Contractor or its employees, agents, or representatives failing to perform duties as required by this Contract shall result in a credit to the Authority of up to 100% of the cost of damages, in addition to all administrative costs or overhead incurred by the Authority.

5. Uniforms

- a. **Uniforms to be Supplied and Maintained.** Contractor must furnish and maintain all uniform items for all Security Officers provided to perform the Services required by this Contract, including uniform clothing appropriate for the weather and season, with necessary safety clothing and equipment. All Security Officers must wear a complete uniform of the type required by this Section at all times while on duty and are prohibited from wearing such a uniform while not on duty, unless actively traveling to or from their assigned Site. When reporting for duty, Security Officers' uniform items must be well-fitted, cleaned, and pressed, shoes must be cleaned and shined as necessary, and the overall appearance of the uniform must present a professional image to the public. The Contractor shall be responsible for the cleaning, pressing, and repair costs for all uniforms.
- b. **Uniform Design.** All Security Officers shall wear the same color and style of uniforms. The design of the uniforms shall be approved by the Authority and shall meet all requirements outlined in Section (2)(e) of the Scope of Work. Items other than those listed in the approved uniform design are not permitted.
- c. **Uniform Items.** Contractor shall issue to all Security Officers, at minimum:
 - i. Shirts (long and short sleeve) with accompanying patches and embroidery as specified.
 - ii. Slacks.
 - iii. Belt.
 - iv. Jacket with accompanying patches and embroidery as specified.
 - v. High-visibility rain gear with "SECURITY" printed on back.
 - vi. Gloves.
 - vii. Belt keepers.
 - viii. Badge.
 - ix. Name plate.
 - x. Boots.

6. Equipment

- a. **Equipment to be Supplied and Maintained.** Contractor must furnish and maintain, or cause to be furnished and maintained, all equipment necessary for Security Officers to safely and successfully perform the Services required by this Contract. Contractor must notify the Authority prior to equipping its Security Officers with new types or categories of equipment, and the Authority may require new equipment to be approved or attach additional requirements to the implementation of new equipment, such as additional training or insurance requirements for equipment that creates additional liability exposure for the Contractor or the Authority. Equipment may include, but is not limited to, flashlights, vehicles, or approved chemical agents.
- b. **Vehicle Design and Equipment.** All vehicles used for Services required by this Contract shall be of the same make, model, color, and design. Vehicles must be clearly identifiable as security vehicles and be equipped with visibility enhancements to mitigate collision

risk when stopped in the public right-of-way, such as light bars and reflectors. Vehicle type, design, and equipment is subject to approval by the Authority.

7. Sites

- a. **Regular Locations.** Contractor shall provide regular Services at the following Sites in accordance with the schedule set forth by the Authority. The Authority reserves the right during the term of the Agreement to add or eliminate Sites.
 - i. **Joe Murray Rivers, Jr. Intermodal Transit Center (ITC).** The transit center, located at 610 West Oglethorpe Avenue, is an intermodal transit center that houses transit agent booths, storage of data equipment and supplies, and administrative offices. The main security office is located at the ITC. The Authority leases a portion of this facility to Greyhound Lines, Inc., which operates intercity bus service.
 - ii. **Operations and Maintenance Facility (OMF).** This facility, located at 900 East Gwinnett Street, contains vehicle storage and maintenance facilities, control center and dispatch operations, and administrative offices.
 - iii. **Savannah Belles Ferry.** The Savannah Belles Ferry consists of any in-service ferry vessels operating on the Savannah River, as well as the Savannah Convention Center dock, the City hall dock, and the Waving Girl dock; or, any other nearby location legitimately designated by the Director of Marine Services or the on-duty ferry captain as being relevant to the safety and security of ferry operations.
 - iv. **Fixed-Route Service Area.** The fixed-route service area includes all fixed-route revenue service vehicles in operation, public highways serviced by the Authority's fixed-route services, and bus stops and shelters used or controlled by the Authority. Contractor shall divide this Site into zones, each with an assigned mobile Security Officer, such that Security Officers are able to promptly respond to requests for service from revenue vehicles.
- b. **As-Needed Locations.** Contractor shall provide Security Officers at any location within Chatham County within twenty-four (24) hours at the Authority's request.

8. Types of Services

- a. **Stationary Security Officers.** At Sites which have a fixed address, such as the ITC and OMF, Security Officers will maintain awareness of the property through patrols and surveillance cameras and respond to any incidents or other unusual occurrences which occur at the Site. Stationary Security Officers will have an assigned workstation at the Site, but may leave the workstation to perform patrols or respond to occurrences as necessary.
- b. **Mobile Security Officers.** Security Officers assigned to a mobile post will check out a security vehicle and perform patrols using the vehicle in their assigned zone. Mobile Security Officers will document hazardous conditions at bus stops and shelters, ensure that no individuals are loitering at stops, and perform security sweeps of fixed-route vehicles in operation. Mobile Security Officers will respond to disturbances that occur on vehicles or at stops. In the event that the Authority receives a report of suspicious activity in a specific area, the mobile Security Officer on duty may be directed to patrol that area.

- c. **Ferry Security Officers.** Security Officers assigned to the Savannah Belles Ferry will ensure order on board vessels. Ferry Security Officers will receive immediate direction from the captain of the vessel currently in operation.
- d. **Ride along Security Officers.** Security Officers assigned to ride along on a vehicle in revenue operation. Ride along Security Officers will monitor passengers, document and respond to loitering or other issues at bus stops along their assigned route, and respond to any passenger disturbances while the vehicle is in transit.
- e. **Supervisory Personnel.** Contractor shall ensure that all on-duty Security Officers are adequately supervised. Supervisors shall be responsible for ensuring that Security Officers on duty are properly uniformed and equipped, receiving and implementing directives and special instructions from the Authority, instructing Security Officers on duties, ensuring compliance with this Agreement and all applicable policies, procedures, laws, and regulations, and ensuring that all Sites have full coverage. Supervisors shall review all reports prepared by Security Officers on duty for completeness and accuracy. Supervisors may not be used by the Contractor as Security Officers except in case of a documented emergency, in which case a Supervisor may staff a post for not more than two (2) hours and Contractor shall submit a report documenting the emergency circumstances to the Authority for review and approval.
- f. **As-Needed and Emergency Service.** In addition to requested scheduled Services, Contractor shall provide as-needed Services whenever requested by the Authority, so long as the Authority gives four (4) hours' notice of a request for additional Services. Contractor shall charge the regular rate for all Security Officers requested on an as-needed basis. Contractor may be asked to provide Security Officers for emergency Services, in which case Contractor shall provide an emergency Security Officer within 30 minutes of the Authority's request. Contractor may charge an emergency rate for the first four (4) hours of Services only. After the first four (4) hours, the rate of pay will revert to regular rates.
- g. **Administrative Support.** Contractor shall provide all necessary administrative support to manage Contractor's employees, to prepare reports, compile statistics, and provide information as requested by the Authority.

9. Personnel

- a. **Contractor Responsible for Personnel.** Contractor shall provide adequate numbers of trained and qualified Security Officers to fully staff all Sites for which Services are required to be provided by this Contract. All Security Officers must be employees of the Contractor. Hiring, training, payment of wages and benefits, and direction and discharge of Security Officers shall be the responsibility of the Contractor. The payment of federal, state, and local taxes and all wages shall be the responsibility of the Contractor. Contractor is responsible for complying with all applicable federal, state, and local employment laws and regulations. The Contractor shall arrange to provide relief for any Security Officers who are on authorized breaks or leave.
- b. **Removal without Cause.** The Authority may request Contractor to remove any Security Officer from performing Services under this Contract at any time and for any reason. Contractor shall remove personnel from the premises and replace personnel within 24 hours when requested by the Authority.
- c. **Removal with Cause.** Contractor shall remove and replace a Security Officer within 30 minutes upon a request by the Authority for any cause or condition that shows a Security

Officer is incapable of performing their duties, including, but not limited to, sleeping on duty, prohibited drug or alcohol use, theft, violence, or failure to discharge duties.

- d. **Reassignment, Augmentation, Reduction of Workforce.** Within five (5) days of a request by the Authority, the Contractor shall reassign Security Officers at no cost to the Authority. If the Authority's security needs change, resulting in an increase or decrease in the number of Security Officers needed, the cost to the Authority shall be based on actual hours of Services provided at the billing rates set forth in this Contract.
- e. **Qualifications.** Employees hired by the Contractor as Security Officers shall possess the following skills, abilities, and characteristics:
- i. Security Officers shall be responsible, diligent, and of good moral character.
 - ii. Security Officers shall have the ability to speak, read, and write English and understand and properly use documents written in English.
 - iii. Security Officers shall have the ability to operate computers, copiers, phones, radios, and other electronic equipment with sufficient proficiency to discharge ordinary duties without unreasonable delay, including writing reports, taking and storing photographs, creating and editing electronic documents, making notifications via email, et cetera.
 - iv. Security Officers shall have the minimum qualifications required for the position by OCGA Title 43 Chapter 38 or any applicable rules implemented by the Georgia Board of Private Detective and Security Agencies.
 - v. Security Officers must be at least 21 years of age. This requirement may be waived for veterans of military service with the written approval of the Authority.
 - vi. Security Officers must have at least one (1) prior year of experience in security or another job classification that demonstrates skill working in a high-pressure public-facing role requiring de-escalation, documentation, attentiveness, and enforcement of rules, laws, or policies.
 - vii. Security Officers must have a valid Georgia driver's license and, in the last three (3) years, no serious moving violations and no more than two (2) total moving violations.
 - viii. Persons are not qualified to work as Security Officers if they are presently on probation or parole, if they have any felony or serious misdemeanor convictions within the last five years, if they have previously been removed for cause at any time during this Agreement, or if the Contractor or the Authority have reason to doubt their good character or ability to perform duties under this Agreement.
- Should any employee be found unqualified for the position to which he or she is assigned, Contractor shall remove such employee immediately and provide a replacement within four (4) hours at no additional cost to the Authority.
- f. **Option for Authority Employees.** Contractor shall grant to any individual who is employed with the Authority as a Security Officer on or just prior to the Effective Date the option of employment at their current pay rate with the Authority, as long as they are otherwise qualified. If this pay rate exceeds that at which Contractor normally compensates its employees, Contractor may charge the Authority at a different rate for those hours, provided that Contractor notifies the Authority immediately when a Security Officer who was hired under this section ceases to perform Services under this Agreement.

10. **Drug and Alcohol Screening.** Contractor shall adopt a drug and alcohol policy that complies with OCGA §§ 34-9-410 - 34-9-421 and maintain certification from the State Board of Workers' Compensation as a Drug-Free Workplace. Contractor's policy shall additionally comply with the requirements set forth by the Authority in this section, which may be more restrictive. Contractor will ensure that the policy is distributed to all employees.
- a. **Types of Testing.** Contractor's policy shall provide for five-panel drug testing of employees for marijuana, cocaine, opioids, amphetamines, and phencyclidine via a urine specimen. Contractor's policy shall provide for alcohol testing via a breath specimen.
 - b. **Zero-Tolerance.** Contractor's policy shall specify a zero-tolerance environment for prohibited use. Contractor shall not allow any employee to report for duty or remain on duty while under the influence of any controlled substance, nor with a blood alcohol concentration of over 0.04. Additionally, contractor shall remove from duty for at least eight (8) hours any employee who reports with a blood alcohol concentration between 0.02 and 0.04. Any employee who receives a positive result on a drug screen, or whose breath alcohol test shows a blood alcohol concentration of 0.04 or greater, shall be ineligible to perform duties under this Contract and shall be immediately terminated.
 - c. **Testing Circumstances.** Contractor will provide for testing under the following circumstances:
 - i. **Pre-employment.** Contractor shall perform the above testing prior to hire of any new Security Officer and shall receive verified negative test results before allowing a Security Officer to perform any duties under this Contract.
 - ii. **Post-accident.** Contractor shall perform the above testing after any occurrence which results in a fatality or an injury requiring medical transport away from the scene, when the action or inaction of a Security Officer present on the scene could have contributed to the occurrence.
 - iii. **Reasonable suspicion.** Contractor shall perform the above testing when a trained employee of the Contractor or the Authority makes a specific, contemporaneous, articulable observation that a Security Officer is displaying signs of intoxication.
 - iv. **Random.** Contractor shall perform the above testing on a random, unannounced basis, such that each Security Officer has an equal chance of being selected for testing each time a selection is made, and such that no personnel have discretion to add or remove names from the testing selection. Contractor shall ensure that the total number of selections for random testing constitute at least 50% of the total number of Security Officers who perform duties under this Contract.
 - d. **Training.** Contractor shall provide at least one (1) hour of training for all employees on the effects and consequences of prohibited drug use and alcohol misuse. Contractor shall additionally provide at least two (2) hours of training on the indicators of probable drug use and alcohol misuse to any supervisory personnel who will be making reasonable suspicion determinations.
 - e. **Substance Abuse Professional Referrals.** In the event that an employee is terminated for violating Contractor's drug and alcohol policy, or upon request from any employee, Contractor will provide or cause to be provided to that employee a list of Substance Abuse Professionals (SAPs) who are qualified to provide evaluation and counseling.
 - f. **Retention of Records.** Contractor shall maintain any records related to drug and alcohol testing of employees for not less than five (5) years.

- g. **Reporting.** On an annual basis, Contractor shall provide to the Authority a summary of all testing performed in that year, including number of tests, circumstances for testing, and testing results.
- h. **Additional Requirements for Armed Personnel.** In the event that the Authority requests Security Officers equipped with a firearm, Contractor shall adopt a separate policy which is compliant with 49 CFR Parts 40 and 655 for armed personnel. Contractor shall ensure that DOT-regulated testing is conducted separately from non-DOT testing, and shall, for each test conducted, submit to the Authority all custody and control forms, alcohol testing forms, and testing results for federal reporting.

11. Training

- a. **Subject Requirements.** Contractor shall ensure that its Training Plan provides the knowledge and skills necessary to equip Security Officers to perform duties effectively, including, but not limited to, the following subjects:
 - i. General workplace safety, including slips, trips, and falls, bloodborne pathogens, defensive driving, and OSHA whistleblower.
 - ii. Workplace harassment and discrimination.
 - iii. Conflict management and de-escalation techniques.
 - iv. Legal status of private security officers, including powers and limitations related to detention, arrest, search and seizure, use of force, et cetera.
 - v. Organization, structure, and mission of the Authority.
 - vi. Overview of the Authority's services, routes, and locations.
 - vii. Overview of transit vehicles, including points of entry and exit, location of emergency equipment, and basic operation of non-driving controls.
 - viii. Laws, rules, and policies that will be routinely used, including, but not limited to, OCGA § 16-7-21, OCGA § 16-12-120, and the Authority's Passenger Policies.
 - ix. Note taking and report writing, including training on the specific report templates used in this Agreement.
 - x. Investigation of incidents, documentation and preservation of relevant evidence, and taking witness statements.
 - xi. First aid, AED, and CPR.
 - xii. Considerations when dealing with individuals suffering from substance use disorders and mental health conditions, including basic crisis response and intervention.
 - xiii. Emergency procedures and incident response, including contacts and reporting, evacuation procedures, basic overview of the incident command system, and procedures for specific situations such as fires, active shooters, bomb threats, et cetera.
 - xiv. Fire control and prevention.
 - xv. Crime awareness, counterterrorism, and deterrence.
 - xvi. Drug and alcohol abuse awareness.
 - xvii. Radio codes and etiquette.
- b. **Initial Training.** Contractor shall ensure that newly hired Security Officers complete the training curriculum as specified in the Training Plan and pass a satisfactory final evaluation prior to performing duties required by this Agreement. Contractor shall submit proof of training to the Authority before permitting a Security Officer to perform duties required by this Agreement. Initial training will not be less than 40 hours in duration.

- c. **Ongoing Training.** Contractor shall provide ongoing training for all Security Officers totaling at least 24 hours of ongoing training annually. Subject to approval by the Authority, Contractor may determine the curriculum for ongoing training, but shall always include training on conflict management and de-escalation, applicable laws and regulations, emergency procedures and incident response, and crime awareness and counterterrorism.
- d. **Training Waivers.** Contractor may request that training requirements be waived for a particular Security Officer if Contractor submits adequate documentation to demonstrate that the Security Officer's skills and knowledge already exceed the training requirements and the Authority approves the waiver request. No waivers for safety training are allowed under this agreement.
- e. **Evaluation by the Authority.** The Authority reserves the right to evaluate a Security Officer's knowledge of the training curriculum required by this Contract. Upon request from the Authority, Contractor will remove a Security Officer with insufficient knowledge as determined by the Authority's evaluation and provide a replacement at no cost to the Authority until supplemental training can be completed.

12. Times of Service

- a. **Time Records.** Time records shall be signed by Security Officers at the beginning and end of each shift and shall include a description of duties for each day broken down into actual increments. All original time records and payroll records for an employee's time for which the Authority is charged shall be retrievable within 24 hours of the Authority's request. The contractor shall maintain electronic records of actual daily Security Officer assignments and functions in a standard and reportable manner. Contractor shall make all-time records, and payroll records available for inspection, copying, or audit for the entire term of this Agreement and for two years after the term of this Agreement. This section shall survive termination or expiration of this Agreement.
- b. **Shifts, Schedules, and Hours.** The Contractor shall provide shift schedules to be approved by the Authority. Contractor agrees that the scheduled work hours and days of services may be changed at any time, without any penalty to the Authority, provided that the Authority gives seven (7) days' notice, except in emergencies. Contractor will make every effort to limit overtime in assigning shifts. No Security Officer shall work more than 12 hours without an eight (8) hour non-duty period, including for other clients of the Contractor. This limitation shall not apply where the Contractor demonstrates in writing within one (1) day after the event any condition that prevented Contractor's compliance with this requirement. All requests for an exception to this requirement must receive prior written approval from the Authority, and the Contractor shall obtain such approval from the Authority for each occurrence.
- c. **Special Events.** The Contractor shall provide additional Security Officers for special events which require coverage. The Authority will provide five (5) days' notice of the number of Security Officers needed for a special event.

13. Reports and Meetings

- a. **Status Meetings.** Contractor's Account Manager shall attend status meetings every quarter, or as otherwise requested by the Authority, to discuss issues related to the Agreement including, but not limited to, performance, payments, Agreement status, personnel and staffing, et cetera. At least seven (7) days prior to the quarterly status

meeting, the Account Manager shall provide to the Authority a quarterly status report that summarizes the status of performance of the Agreement with respect to the subjects listed above and any others that either party requests be included on the agenda for the quarterly status meeting.

- b. **Other Meetings.** Contractor will, upon a request from the Authority at least seven (7) days in advance, provide a representative to attend any meeting which the Authority deems relevant to safety and security. Such request by the Authority will include an overview of the subject matter of the meeting. Contractor's representative shall be reasonably qualified to address security concerns pertaining to the subject matter of the meeting.
- c. **Reports.** Whenever a report is required under the Agreement, any such report must be written or typed in legible English. All reports must be submitted electronically in Portable Document Format (PDF) using the approved report templates. Any changes to report contents or formats requested by the Authority shall be made at no cost to the Authority. Contractor shall provide a written explanation to the Authority in the event of any delay in submitting a report.

- i. **Incident Reports.** Incident reports shall be prepared no later than the end of the shift during which an incident occurs by each and every Security Officer who witnessed or responded to the incident. Incident reports must be submitted to the Authority's Security Liaison or a designated representative using the approved report template no later than the business day after the incident took place.

Incident reports must be filed in any of the following circumstances:

1. A Security Officer is required to intervene between any two or more persons, including other Security Officers, Authority employees, and members of the public.
2. A Security Officer witnesses or receives a report from another individual of any crime or suspected crime.
3. A Security Officer witnesses or receives a report from another individual of any actual or potential injury, whether or not medical attention is requested or required.
4. A Security Officer witnesses or receives a report from another individual of loss or damage to property.
5. A Security Officer gives a direction or order to any person on a Site and they protest or refuse to comply.
6. A Security Officer discovers a security breach, including, but not limited to, unlocked doors or activated alarms.
7. A Security Officer discovers any evidence of an area being used or occupied by vagrants or loiterers.
8. A Security Officer observes any other activity which is unusual or suspicious in nature.

Incident reports must include the status of the incident, including whether and how the incident was cleared or closed, or if the incident requires additional follow-up or investigation.

- ii. **Daily Activity Reports.** All Security Officers on duty shall keep a log of their activities during the shift, including patrols, policy enforcement actions, status of the Site, time of any breaks, et cetera. Daily activity reports must be submitted to the Authority's Security Liaison or a designated representative using the

approved report template no later than the business day after the end of the shift which is documented on the report.

iii. **Annual Summary Reports.** Each year, 90 days before the anniversary date of this Contract, Contractor must furnish a report of the total services ordered under this Contract during the preceding twelve months. The report must be in a format acceptable to the Authority and must list by department or location all services ordered under this contract and total quantity and dollar value of each service, including services for which there were no orders. Contractor must also furnish a separate similar report for the total of all services ordered by the Authority which are not part of this Agreement, if any.

iv. **Other Required Reports.**

1. All malfunctions, vandalism, theft, loss, or damage to any equipment owned by the Authority must be reported to the Authority within two (2) hours of occurrence. Security stations at the ITC and OMF contain equipment owned by the Authority for which Contractor shall be responsible.
2. When a Security Officer observes or responds to an occurrence involving a fatality, an injury, a violent crime, a hazardous

**Attachment B
DBE, Non-Debarment, and EPA Certification**

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

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

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

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

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

Signature

Witness Signature

Print or Type:

Name & Title of Signing Officer

Company

Mailing Address

Date

City, State, Zip

Telephone

E-Mail Address

**Attachment C
References**

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

1. Company Name: _____

 Contact Name: _____

 Phone Number: _____

 Description of Work: _____

2. Company Name: _____

 Contact Name: _____

 Phone Number: _____

 Description of Work: _____

3. Company Name: _____

 Contact Name: _____

 Phone Number: _____

 Description of Work: _____

Attachment D
Addendum Acknowledgment

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

NO ADDENDA WERE RECEIVED _____

(Give number and date of each):

Addendum No. 1 Dated _____

Addendum No. 2 Dated _____

Addendum No. 3 Dated _____

Addendum No. 4 Dated _____

Addendum No. 5 Dated _____

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

Signature

Title

Attachment F
PROPOSER INFORMATION FORM

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

Firm Name _____

Firm Address _____

Telephone Number _____

Fax Number _____

DUNS Number _____

E-Mail Address _____

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

Ethnicity of DBE Principle: _____

Gender of DBE Principle: _____

Year Firm Founded _____

Annual gross receipts of the firm:

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

Prime or Sub-Contractor _____

NAICS code(s) _____

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

Signature: _____

Name & Title: _____

Date: _____

CAT Project No.: _____

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

**Attachment G
Federal Regulatory Requirements**

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

FEDERAL CLAUSE CERTIFICATION

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

Proposer Name

By Its: _____
Title

Sign Name

Printed Name

Date

State of _____
County of _____

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

Notary Public

My Commission Expires

ACCESS TO RECORDS AND REPORTS

1. 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. (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.
2. 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.
3. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information, including such records and information the contractor or its subcontractors may regard as confidential or proprietary, related to performance of this contract in accordance with 2 CFR § 200.337.
4. 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.

CHANGES TO FEDERAL REQUIREMENTS

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.

CIVIL RIGHTS LAWS AND REGULATIONS

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

The Contractor and any subcontractor agree to comply with all the requirements prohibiting discrimination on the basis of race, color, or national origin of the Title VI of the Civil Rights Act of 1964, as amended 52 U.S.C 2000d, and U.S. DOT regulation "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of the Title VI of the Civil rights Act, "49 C.F. R. Part 21 and any implementing requirement FTA may issue.

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

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

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

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

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

Civil Rights and Equal Opportunity

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

1. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal

transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

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

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

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

Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA."

DEBARMENT AND SUSPENSION

Debarment and Suspension (Executive Orders 12549 and 12689). A covered transaction (see 2 C.F.R. §§ 180.220 and 1200.220) must not be entered into with any party listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (31 U.S.C. § 6101 note, 51 Fed. Reg. 6370,) and 12689 (31 U.S.C. § 6101 note, 54 Fed. Reg. 34131), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Recipient agrees to include, and require each Third Party Participant to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant:

- (1) Complies with federal debarment and suspension requirements; and
- (2) Reviews the SAM at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 CFR Part 1200.

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 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, 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.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and

orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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

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

FLY AMERICA

a) Definitions. As used in this clause—

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

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

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

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

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

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

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

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

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.

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

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its 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:

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.

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

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

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The Contractor acknowledges that 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(I) 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 covered telecommunications equipment or services;
- 2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
- 3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

(b) As described in section 889 of Public Law 115-232, "covered telecommunications equipment or services" means any of the following:

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) 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 Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment;
- (4) 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;

(c) For the purposes of this section, "covered telecommunications equipment or services" also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(d) In implementing the prohibition under section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs must 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 telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.

(e) When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.

(f) For additional information, see section 889 of Public Law 115-232 and 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.

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.

(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,
- (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.

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.

SIMPLIFIED ACQUISITION THRESHOLD

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

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,
- (6) other publications.

TERMINATION

Termination for Convenience (General Provision)

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

Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Agency that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)

The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Agency shall not limit Agency's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Convenience (Professional or Transit Service Contracts)

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

Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Transportation Services)

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

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

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Agency may take over the work and 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: 1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and 2. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of

Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract. 3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Architect and Engineering)

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

If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Agency

Termination for Convenience or Default (Cost-Type Contracts)

The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Agency or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Agency and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of Agency, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

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

VIOLATION AND BREACH OF CONTRACT

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.

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.

OTHER RECOMMENDED CONTRACT REQUIREMENTS

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).

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

(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.

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.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Recipients, contractors, and subcontractors that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person (found below); or (c) adding a clause or condition to the contract or subcontract.

Instructions for Certification: Signing below indicates the prospective lower tier participant is providing the signed certification.

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

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

a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:

1. Debarred,
2. Suspended,
3. Proposed for debarment,
4. Declared ineligible,
5. Voluntarily excluded, or
6. Disqualified

b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:

1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
2. Violation of any Federal or State antitrust statute, or,
3. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,

c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,

d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,

e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,

f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:

1. Equals or exceeds \$25,000,
2. Is for audit services, or,
3. Requires the consent of a Federal official, and

g. It will require that each covered lower tier contractor and subcontractor:

1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
 - a. Debarred from participation in its federally funded Project,
 - b. Suspended from participation in its federally funded Project,
 - c. Proposed for debarment from participation in its federally funded Project,
 - d. Declared ineligible to participate in its federally funded Project,
 - e. Voluntarily excluded from participation in its federally funded Project, or
 - f. Disqualified from participation in its federally funded Project, and

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

Certification

Contractor: _____

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

Name and Title of Contractor’s Authorized Official: _____

Federal Certifications

CERTIFICATION AND RESTRICTIONS ON LOBBYING

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

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

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

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

Name of Bidder/Company Name: _____

Type or print name: _____

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