

# JEFFERSON TRANSIT AUTHORITY

## REQUEST FOR PROPOSALS



## PROJECT MANAGER – FACILITIES MAINTENANCE BUILDING

RFP: 2024-14

Date Issued: August 1, 2024

Date Due: August 23, 2024 @ 3 p.m.

63 4 Corners Road, Port Townsend, WA 98368

[jbrooke@jeffersontransit.com](mailto:jbrooke@jeffersontransit.com)

## NOTICE TO PROPOSERS

---

There may be one or more amendments to this request for proposals solicitation. If your firm desires to receive copies or notices of any such amendments, you must provide the information requested below to Jefferson Transit Authority (JTA) no later than August 8, 2024. Please send this information to JTA by email to [jbrooke@jeffersontransit.com](mailto:jbrooke@jeffersontransit.com). JTA will send amendments only to those firms which timely complete and return this page.

RFP Number	2024-14
RFP NAME	Project Manager-Facilities Maintenance Building
Firm Name	
Mailing Address	
Phone Number	
Fax Number	
Contact Person	
Email Address	

Addenda(s) will be sent by email, to the email address specified above.

This form is requested to ensure that every firm receives issued addenda(s) for this request for proposals. Failure to send in this form, or any alterations to this document made by the requesting firm may be grounds for rejection of firm's proposal, cancellation of any subsequent award, or any other legal remedies available to JTA.



## Project Manager-Facilities Maintenance Building RFP No. 2024-14 INSTRUCTIONS

### 1. PURPOSE

The purpose of this Request for Proposals (“RFP”) is to procure a qualified, responsive, and responsible firm (“PROPOSER”) to act as Project Manager and Owner’s Representative for Jefferson Transit Authority (“JTA”) for the permitting and construction of a Facilities Maintenance Building.

### 2. STATEMENT OF FINANCIAL ASSISTANCE

This project is subject to financial assistance from the Federal Transit Administration (“FTA”) funds and therefore is subject to certain federal procurement regulations.

### 3. PRE-SUBMITTAL CONFERENCE

A pre-submittal conference will not be held.

### 4. PROPOSAL SUBMISSION REQUIREMENTS

**4.1** Proposals shall be titled “*RFP 2024-14: Project Manager – Facilities Maintenance Building for Jefferson Transit*” and sent via email to [jbrooke@jeffersontransit.com](mailto:jbrooke@jeffersontransit.com). Proposals must be **RECEIVED VIA EMAIL** no later than **3:00 p.m. PST on Friday, August 23, 2024**.

**4.2** Response content and completeness are most important. Clear and effective presentations are preferred. Elaborate, decorative, or extraneous materials are strongly discouraged. The response shall be submitted in an 8-1/2” x 11” format with foldouts from this basic size, as necessary. The cover shall clearly contain the project title and the PROPOSER’s name.

**4.3** Proposals received after the time or at any place other than stated herein will not be accepted. Postmarks are not an acceptable substitution for submittal by the required deadline. Proposals shall be prepared, presented, and negotiated at the sole cost of the PROPOSER. The PROPOSER shall assume full responsibility for timely delivery of the proposal responses.

**4.4** Proposals shall be considered valid for a period of at least ninety (90) days and contain a statement to that effect. Proposals shall contain the name, title, address, and telephone number of an individual or individuals with authority to bind the company who may be contacted during the period of evaluating the responses.

### 5. ACKNOWLEDGMENT OF ADDENDA TO RFP

Receipt of all addenda to this RFP must be acknowledged by the PROPOSER in their proposal.

Failure to acknowledge receipt of all addenda shall disqualify the PROPOSER from further consideration regarding this RFP. (See Addendum E: Acknowledgment of Addendum)

**6. COMMUNICATIONS WITH JEFFERSON TRANSIT OFFICIALS**

**6.1** Communications by or on behalf of any person or firm with JTA’s employees, board members, consultants, or any employee other than those listed below during the submittal and evaluation phases under this solicitation document are prohibited and shall be cause for the person or firm involved to be subject to disqualification.

**6.2** Inquiries concerning the solicitation process should be directed to:

Jayne Brooke, Grants & Procurement Coordinator  
Jefferson Transit Authority  
63 4 Corners Road  
Port Townsend, WA 98368  
360-385-3020 x110; [jbrooke@jeffersontransit.com](mailto:jbrooke@jeffersontransit.com)

**7. PROCUREMENT SCHEDULE**

The projected schedule for this procurement is as follows:

Request for proposals available:	August 1, 2024
Deadline for questions and clarifications:	August 8, 2024
Proposals due by 3:00 PM (PST):	August 23, 2024
Evaluations Complete	September 2, 2024
Interview Period	September 3-10, 2024
Notice of Award:	September 13, 2024
Anticipated Start Date:	October 15, 2024

## **8. PROPOSAL FORMAT AND REQUIRED CONTENT**

- 8.1** Responses shall be prepared using the following format in order to facilitate evaluation:
- Part 1: Letter of transmittal
  - Part 2: Description of firm(s)
  - Part 3: Description of subcontractor firms (if any)
  - Part 4: Staffing with a list of duties and hours planned by person
  - Part 5: Examples of comprehensive service plan experience
  - Part 6: Client references
  - Part 7: Project approach
  - Part 8: Proposed starting date and timeline
  - Part 9: Statement as to priority of JTA's project in relation to current work
- 8.2** Each part should be clearly defined for easy reference.
- 8.3** JTA will give emphasis in its evaluation of qualified personnel and the specific tasks they will personally accomplish. JTA's preference is for a small number of people to be assigned to this project.
- 8.4 Part 1: Letter of Transmittal**
- 8.4.1** The letter of transmittal is to be addressed to JTA as follows:
- Jayne Brooke, Grants & Procurement
  - Coordinator
  - Jefferson Transit Authority
  - 63 4 Corners Road
  - Port Townsend, Washington 98368
- 8.4.2** The letter of transmittal must include:
- A.** Identification of the individual(s) or firm(s) involved in the proposal and their relationships.
  - B.** A clear statement acknowledging the receipt of all addenda to the RFP that have been issued by JTA.
  - C.** A statement that the response will remain in effect for ninety (90) days after date set for receipt of responses.
- 8.5 Part 2: Description of Firm(s)**
- This part of the response should contain a brief history of the firm, firm organization, number and type of personnel, and location of the firm's office.
- 8.6 Part 3: Description of Subcontracting Firm(s)**
- This part of the response should contain a brief history for each proposed subcontracted firm, the firm's organization(s), number and type of personnel, and location of the firm's office(s).
- 8.7 Part 4: Project Staffing**
- This part shall identify the principal personnel who will be assigned to this project for the

prime firm, as well as any proposed subcontracted firm(s) and the task to which each is to be assigned. Identify the amount of time (or percentage of total work effort) allocated to each person expected to be assigned to the project. The principal personnel listed must also be identified through use of a brief individual resume. Resumes should be limited to two (2) pages and should follow the format below:

- Name
- Position
- Project role
- Years employed by firm
- Education
- Current assignment and location
- Professional registration and organizations
- Total professional experience (years)
- Summary of comparable experience in the past ten (10) ears

**8.8 Part 5: Examples of Transit Service Experience**

Provide a brief description of projects managed by the firm(s), particularly projects of similar size and scope. Include in the examples timeline for completion.

**8.9 Part 6: Client References**

The prime consultant shall furnish a list of clients for the last 3 relevant service (or service and marketing) plans within the last 18 months. This list shall include the name and telephone number of the appropriate contact person for each client reference.

**8.10 Part 7: Project Approach**

Provide a description of the proposed approach completion of the building, complete with comments concerning restraints, if appropriate. Provide sufficient detail to convey to members of the evaluation team, the firm's knowledge of the subjects and skills necessary for completing the work. Include a description of the tasks assumed to be completed by JTA.

**8.11 Part 8: Starting Date and Timeline**

Provide a timeline expected for this project based on the *Scope of Work* provided in Addendum A. Provide a statement regarding ability of the consultant team to meet that timeline.

**8.12 Part 9: Project Priority**

Prime consultant shall provide a statement explaining current workload as well as work to be started and where JTA's project falls in this timeline and what priority will be assigned to the project.

**9. SELECTION CRITERIA**

Proposers will be evaluated by the selection committee using the following criteria:

<b>9.1</b>	<b>Technical Proposal</b>	<b>75 points</b>
	<b>Total</b>	
	Understanding of project/proposed approach	10 points

Work/task plan and schedule	15 points
Project deliverables	15 points
Project team qualifications/experience	15 points
Firm experience	20 points

**9.2 Cost Proposal** **25 points total**

---

**9.3 Written Proposal Total** **100 points**  
**Total**

**10. SCREENING, SELECTION, and AWARD**

**10.1** Responses received that conform to the instructions outlined in this RFP will be evaluated by a selection committee (“Committee”) appointed by the JTA General Manager. This evaluation will utilize the criteria identified in the prior section. The evaluation process will result in a rank ordering of firms from which a small number of the top-rated respondents may be selected for an interview.

**10.2** JTA staff intend to recommend a consultant to the JTA Board at the October 15, 2024 Board Meeting and request authorization to enter a contract with the prime consultant for this project.

**11. INTERVIEWS**

**11.1** In addition to the written response, the most promising candidate firms may be evaluated based on an oral interview. There is no limit to the number of firms that may be selected for an interview, and JTA reserves the right to not select any firms if that is in the best interest of JTA. The interview will be limited to approximately one (1) hour and will consist of a presentation (about one-half hour) by the candidate, plus a question-and-answer period. Interviews will be scheduled via conference call (Zoom) between September 3-10, 2024.

**11.2** An invitation to participate in interviews will be sent to those firms selected to participate in further evaluations. Invited firms will be asked to give a presentation on their preferred method of project handling from initial contact with client until project completion, why they are interested in the project, and why they feel their firm should be selected. Other questions may be posed by the selection committee during the interview.

**11.3** The presentation will be evaluated by the Committee for appropriateness to the needs of JTA and will be worth a total of 25 points. These points will be added to points for the original submittal and the PROPOSER with the most points will be considered the first-priority firm for negotiations. If only one firm is selected to interview, scoring will not be completed.

**11.4** After a priority listing of the final firms is established, JTA will negotiate contracts with the first-priority firm. If negotiations cannot be successfully completed with the first-priority

firm, negotiations will be formally terminated by written notice and be initiated with the second-priority firm and likewise, the remaining firms if required.

## **12. PROPOSAL SPECIFICS**

### **12.1 Right to Refuse**

This RFP does not commit JTA to enter into any agreement, to pay any costs incurred in the preparation of a proposal to this solicitation or in subsequent negotiations, or to procure or contract for the project. JTA will require the selected PROPOSERS to participate in negotiations and to submit any revisions of their proposals as may result from this RFP. All information furnished in this RFP was gathered from sources deemed to be reliable. No representation or warranty is intended as to the accuracy or completeness of the information contained herein, and JTA reserves the right to alter or cancel this RFP.

### **12.2 Reservation of Rights by JTA**

The issuance of this RFP does not constitute an agreement by JTA that any contract will be entered into by JTA. JTA expressly reserves the right to:

- A.** Waive any defect or informality in any response or response procedure.
- B.** Reject any or all responses.
- C.** Reissue the RFP.
- D.** Invite additional PROPOSERS to the proposal.
- E.** Request additional information and data from any or all PROPOSERS.
- F.** Extend the date for submission of responses.
- G.** Supplement, amend, or otherwise modify the RFP and cancel this request with or without the substitution of another RFP.

### **12.3 Negotiation Rights**

The acceptance of a proposal and invitation to negotiate a contract does not commit JTA to accept any or all the terms of the response. Final terms of any agreement will be agreed upon during negotiations. Negotiations may be terminated for failure to reach mutually acceptable terms.

### **12.4 Right to Disqualify**

JTA reserves the right to disqualify any PROPOSER who fails to provide information or data requested herein or who provides inaccurate or misleading information or data. Further, JTA reserves the right to disqualify any PROPOSER on the basis of any real or apparent conflict of interest. By responding to this proposal, each PROPOSER agrees that any finding by JTA of any fact in dispute as to this proposal or the response thereto shall be final and conclusive and not subject to appeal.

### **12.5 Preparation Costs**

Each PROPOSER will be responsible for all costs incurred in preparing a response to the RFP. All materials and documents submitted by the respondents in response to this RFP will become the property of JTA and will not be returned. As such, they constitute public records, which may be delivered to a person making an appropriate request for public



record, but in any event, no sooner than the opening of proposals. The selected PROPOSER will be responsible for all costs incurred by the PROPOSER during negotiations.

**12.6 Conflict of Interest**

No PROPOSER shall have any interest, direct or indirect, with JTA that would in any way conflict or have the appearance of conflict with development of long-term service.

**12.7 Authority**

If the PROPOSER is other than an individual, it will present as part of its proposal, an instrument designating the person signing as having requisite authority to sign on behalf of the entity.

**12.8 Lending of Credit**

JTA is governed by constitutional prohibition against the lending of credit and must limit its expenditures to those that serve a public transit purpose.

**12.9 Proprietary Material**

JTA assumes no liability for disclosure of proprietary material submitted by PROPOSERS. Proposal submittals shall be considered public documents under applicable Washington state law and, shall be available for inspection and copying by the public, except to the extent portions of the submittals are otherwise protected under applicable law. Each PROPOSER will be responsible for protecting any disclosure of its submittal under applicable law.

**12.10 Modification or Withdrawal of Responses**

At any time prior to the specified time and date set for the responsive submittal, a PROPOSER or their designated representative, may withdraw, modify, or submit an alternative. Any response modification must be in writing, emailed, and executed by an authorized person and submitted prior to the response submittal date. Requests for withdrawal of proposal made by phone will not be accepted.

**12.11 Proposer Certification**

By submittal of a response pursuant to this RFP, the PROPOSER certifies that they have not paid or agreed to pay any fee or commission, or any other thing of value contingent on the award of this contract, to any employee, official, or current consultant of JTA. The PROPOSER certifies that the financial information in this response has been arrived at independently and without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such costs with any other response or respondent.

**12.12 Insurance**

The PROPOSER shall maintain in full force and effect during the term of any subsequent negotiated contract, public liability and property damage insurance with companies or through sources approved by the Washington State Insurance Commissioner pursuant to RCW Title 48, as now or hereafter amended. JTA, its appointed and elected officials and employees, shall be specifically named as co-insured in a policy with the same company

which insures the PROPOSER, or by endorsement to an existing policy, or with a separate carrier, approved pursuant to RCW Title 48, as now or hereafter amended.

Any such insurance carried by the PROPOSER is primary over any insurance carried by JTA. JTA shall have no obligation to report occurrences unless a claim or lawsuit is filed with it and JTA has no obligation to pay any insurance premiums.



# **ADDENDUM A: SCOPE OF WORK**

## **Project Manager – Facilities Maintenance Building**

### **RFP No. 2024-14**

#### **1. INTRODUCTION**

Jefferson Transit Authority (JTA) is a public transportation benefit area authorized under RCW 36.57A; established in 1980 with a voter-approved 0.3% transit sales and use tax. Jefferson Transit began revenue service in eastern Jefferson County in May 1981 and along the Pacific Coast in January 1995. In September of 2000, Jefferson County voters approved an additional 0.3% transit sales and use tax, for a total of 0.6%. In February of 2011, voters once again showed their support of Jefferson Transit and approved another 0.3% increase, resulting in a total of 0.9% transit sales and use tax. That brought the JTA sales tax revenue to the legislated maximum limit, generating \$0.09 of transit revenue for every \$10.00 of retail sales.

#### **Project Background and Current State**

- 1.1** In early 2021, JTA began the design and construction of a building to house its Facilities Maintenance Department at 111 4 Corners Road, adjacent to its Maintenance, Administration, and Operations Facility at 63 4 Corners Road, in Port Townsend, Washington. The building construction plan also included paving an area for new driver training, and installation of security fencing around the property to connect with existing fencing.
- 1.2** To date, JTA has obtained engineered plans for an approximately 40'x40' pole building to house its Facilities Maintenance Department and has completed a site survey, septic design, civil and stormwater construction plans.
- 1.3** JTA's Conditional Use Permit issued to 63 4 Corners Road has been amended to include the construction of the new building and paved area, as well as the Stormwater Permit issued. Septic Permit has been issued, pending one revision being reviewed in Jefferson County Environmental Health. The building permit is on hold pending submission of architectural drawings of the office and restroom to be built inside the pole building.

#### **2. OVERALL PROJECT OBJECTIVES**

- 2.1** Assist JTA with finding an architect to complete interior drawings of office and restroom spaces in the pole building.
- 2.2** Submit completed drawings to Department of Community Development to complete the process of obtaining a building permit.
- 2.3** As owner's representative, advertise completed project drawings and bid set on Builder's Exchange of Washington and orchestrate bid opening.

2.4 Oversee the construction of new facility through to completion.

### 3. PROJECT INITIATION

#### 3.1 Project Kickoff

- A. Selected respondent should coordinate a project kickoff meeting and agenda to identify and update (as necessary) project tasks, goals, and timelines.
- B. Confirm and finalize project roles, responsibilities, and communication protocols, to ensure project tasks remain in-line with overall agency and program goals.

#### 3.2 Refine Scope of Work and Timeframe

Confirm scope of work, schedule, and responsibilities, reporting tasks, deliverables, and necessary steps to begin the analysis.

### 4. PROJECT MANAGEMENT

4.1 Manage and monitor work tasks to ensure completion of project is on time and on budget.

4.2 Schedule and facilitate weekly project team meetings to ensure sufficient communication on ongoing and upcoming tasks.

4.3 Submit complete invoice packages to JTA based on milestone completion monthly.

### 5. DELIVERABLES

5.1 Agenda and written summary of kickoff meeting.

5.2 Copy of final project *Scope of Work and Timeline*.

5.3 Summary of weekly progress meetings and construction timelines to be submitted monthly in the form of a construction report.

### 6. GOALS

6.1 To complete planning, permit process, and construct the new Facilities Maintenance building and Driver Training Area on budget and in a timely manner.



**ADDENDUM B: TERMS AND CONDITIONS**  
**FEDERAL AND STATE CLAUSES AND OVERLAYS**  
**Project Manager – Facilities Maintenance**  
**Building**  
**RFP No. 2024-14**

**FEDERAL CLAUSES**

1. **ACCESS TO RECORDS AND REPORTS:** 49 U.S.C. § 5325(g), 2 C.F.R. § 200.333, and 49 C.F.R. part 633

- 1.1 **Access to Records and Reports**

- A. **Record Retention.** The PROPOSER 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 agreement entered into with the selected firm, hereinafter the "CONTRACT," including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.
- B. **Retention Period.** The PROPOSER agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The PROPOSER shall maintain all books, records, accounts, and reports required under this CONTRACT for a period of at not less than three (3) years after the date of termination or expiration of this CONTRACT, except in the event of litigation or settlement of claims arising from the performance of this CONTRACT, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- C. **Access to Records.** The PROPOSER agrees to provide sufficient access to the FTA and its contractors to inspect and audit records and information related to performance of this CONTRACT as reasonably may be required.
- D. **Access to the Sites of Performance.** The PROPOSER agrees to permit the FTA and its contractors, access to the sites of performance under this CONTRACT as reasonably may be required.

2. **ADA Access Requirements for Individuals with Disabilities**

- 2.1 The PROPOSER shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 ("ADA"), 42 U.S.C. 12101 et seq. and 49 U.S.C. 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794; Section 16 of the Federal Transit Act, as amended, 49 U.S.C. app. 1612; and the following regulations and any amendments thereto:
  - A. US. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR. part 37
  - B. US. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR. part 27
  - C. US. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 49 CFR. part 38

- D. Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR. part 35
- E. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR. part 36
- F. General Services Administration regulations, "Construction and Alteration of Public Buildings," "Accommodations for the Physically Handicapped," 41 CFR. part 101-19
- G. Equal Employment Opportunity Commission (EEOC) "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR. part 1630
- H. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 CFR. part 64, subpart F
- I. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR part 609

**3. Changes to Federal Requirements**

The PROPOSER shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the Washington State Department of Transportation ("WSDOT") and the FTA, and JTA as a subrecipient, as they may be amended or promulgated from time to time during the term of this CONTRACT. PROPOSER's failure to so comply shall constitute a material breach of this CONTRACT.

**4. CIVIL RIGHTS LAWS AND REGULATIONS: 49 U.S.C. § 5323**

Under this CONTRACT, the PROPOSER shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

**4.1 Nondiscrimination**

In accordance with federal transit law at 49 U.S.C. § 5332, the PROPOSER 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 PROPOSER agrees to comply with applicable federal implementing regulations and other implementing requirements the FTA may issue.

**4.2 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 PROPOSER 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 PROPOSER 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 PROPOSER agrees to comply with any implementing requirements the FTA may issue.

#### **4.3 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 PROPOSER agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the PROPOSER agrees to comply with any implementing requirements the FTA may issue.

#### **4.4 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. § A-27 4151 et seq., and federal transit law at 49 U.S.C. § 5332, the PROPOSER agrees that it will not discriminate against individuals on the basis of disability. In addition, the PROPOSER agrees to comply with any implementing requirements the FTA may issue.

### **5. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT: 42 U.S.C. §§ 7401 – 7671q, 33 U.S.C. §§ 1251-1387, and 2 C.F.R. part 200, Appendix II (G)**

**5.1** The Clean Air Act and Federal Water Pollution Control Act requirements extend to all third-party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

**5.2** The PROPOSER agrees:

- A.** It will not use any violating facilities.
- B.** It will report the use of facilities placed on or likely to be placed on the U.S. EPA “List of Violating Facilities.”
- C.** It will report violations of use of prohibited facilities to the FTA.
- D.** It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

### **6. DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION**

**6.1** The PROPOSER shall comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (“U.S. OMB”) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the PROPOSER shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any federal department or agency to be:

- A.** Debarred from participation in any federally assisted award.
- B.** Suspended from participation in any federally assisted award.

- C. Proposed for debarment from participation in any federally assisted award.
- D. Declared ineligible to participate in any federally assisted award.
- E. Voluntarily excluded from participation in any federally assisted award. Or,
- F. Disqualified from participation in any federally assisted award.

**6.2** By signing and submitting its bid or proposal, the PROPOSER certifies as follows:

- A. The certification in this clause is a material representation of fact relied upon by JTA.
- B. If it is later determined by JTA that the PROPOSER knowingly rendered an erroneous certification, in addition to remedies available to JTA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- C. The PROPOSER agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer.
- D. The PROPOSER further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**7. DISADVANTAGED BUSINESS ENTERPRISE: 49 C.F.R. part 26**

**7.1** The PROPOSER, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this CONTRACT. The PROPOSER shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of U.S. DOT-assisted contracts. Failure by the PROPOSER 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:

- A. Withholding monthly progress payments.
- B. Assessing sanctions.
- C. Liquidated damages, and/or
- D. Disqualifying the PROPOSER from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

**7.2** Prime contractors shall pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the recipient makes to the prime contractor. 49 C.F.R. § 26.29(a). For contracts with defined Disadvantaged Business Enterprise (“DBE”) contract goals, the PROPOSER shall utilize the specific DBEs unless the PROPOSER obtains the recipient’s written consent; and that, unless the recipient’s consent is provided, the PROPOSER shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1). It is the policy of JTA and the U.S. DOT that DBEs, as defined herein and in the federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in U.S. DOT-assisted contracts. It is also the policy of JTA to:

- A. Ensure nondiscrimination in the award and administration of U.S. DOT-assisted contracts.
- B. Create a level playing field on which DBEs can compete fairly for U.S. DOT-assisted contracts.
- C. Ensure that the DBE program is narrowly tailored in accordance with applicable law.
- D. Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBEs.
- E. Help remove barriers to the participation of DBEs in U.S. DOT assisted contracts.



- F. To promote the use of DBEs in all types of federally assisted contracts and procurement activities.
- G. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

**7.3** This CONTRACT is subject to 49 C.F.R. part 26. Therefore, the PROPOSER must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this CONTRACT. JTA shall make all determinations with regard to whether or not a PROPOSER is in compliance with the requirements stated herein. In assessing compliance, JTA may consider during its review of the PROPOSER's submission package, the PROPOSER's documented history of non-compliance with DBE requirements on previous contracts with JTA.

**7.4 Contract Assurance**

The PROPOSER, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this CONTRACT. The PROPOSER shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the PROPOSER 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 JTA deems appropriate.

**7.5 DBE Participation**

For the purpose of this CONTRACT, JTA will accept only DBEs who are:

- A. Certified, at the time of bid opening or proposal evaluation, by the [certifying agency or the Unified Certification Program ("UCP")].
- B. An out-of-state firm who has been certified by either a local government, state government, or federal government entity authorized to certify DBE status or an agency whose DBE certification process has received FTA approval.
- C. Certified by another agency approved by JTA.

**7.6 DBE Participation Goal**

The DBE participation goal for this CONTRACT is set at zero percent ("0%"). This goal represents those elements of work under this CONTRACT performed by qualified DBEs for amounts totaling not less than 0% of the total CONTRACT price. While a mandatory goal for DBE participation has been set for this project, DBE participation is strongly encouraged. Vendors are strongly encouraged to propose and identify DBE vendors to be involved in this project.

**7.7 Proposed Submission**

Each PROPOSER, as part of its submission, shall supply the following information:

- A. A completed *DBE Utilization Form* (see below) that indicates the percentage and dollar value of the total bid/contract amount to be supplied by DBEs under this CONTRACT.
- B. A list of those qualified DBEs with whom the PROPOSER intends to contract for the performance of portions of the work under the CONTRACT, the agreed price to be paid to each DBE for work, the CONTRACT items or parts to be performed by each DBE, a proposed timetable for the performance or delivery of the CONTRACT item, and other information as required by the *DBE Participation Schedule* (see below). No work shall be included in the Schedule that the Bidder/Offeror has reason to believe the listed DBE will subcontract, at any tier, to other than another DBE. If awarded the

CONTRACT, the PROPOSER may not deviate from the *DBE Participation Schedule* submitted in response to the bid. Any subsequent changes and/or substitutions of DBE firms will require review and written approval by JTA.

- C. An original *DBE Letter of Intent* (see below) from each DBE listed in the *DBE Participation Schedule*.
- D. An original *DBE Affidavit* (see below) from each DBE stating that there has not been any change in its status since the date of its last certification.

#### **7.8 DBE Participation Schedule**

The PROPOSER shall provide the following information for all DBEs participating in the CONTRACT that comprises the *DBE Utilization* percent stated in the *DBE Utilization Form*. The PROPOSER shall also furnish the name and telephone number of the appropriate contact person should JTA have any questions in relation to the information furnished herein.

- A. Name of firm
- B. Address
- C. Contact name
- D. Contact telephone and email
- E. Participation percent (of total contract value)
- F. Description of work to be performed
- G. Race and gender of firm

#### **8. ENERGY CONSERVATION: 42 U.S.C. 6321 et seq., 49 C.F.R. part 622, subpart C**

##### **8.1 Energy Conservation**

The PROPOSER 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.

- 8.2** The PROPOSER shall include the substance of this clause, including this paragraph, in each subcontract or purchase under this CONTRACT that may involve international air transportation.

#### **9. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

These provisions include, in part, certain *Standard Terms and Conditions* required by the U.S. DOT, whether or not expressly set forth herein. All contractual provisions required by U.S. DOT, as set forth in [FTA Circular 4220.1F](#) are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this CONTRACT. The PROPOSER shall not perform any act, fail to perform any act, or refuse to comply with any JTA requests which would cause JTA to be in violation of the FTA terms and conditions.

#### **10. NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

The *No Obligation* clause applies to all third-party contracts that are federally funded. JTA and the PROPOSER 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, PROPOSER or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying CONTRACT. The PROPOSER 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.

**11. PATENT RIGHTS AND RIGHTS IN DATA:** 2 C.F.R. part 200, Appendix II (F) and 37 C.F.R. part 401

**11.1 Intellectual Property Rights**

This project is funded through a federal award with the 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 PROPOSER shall grant JTA 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 the 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 PROPOSER may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the PROPOSER authorize others to do so, without the written consent of the FTA, until such time as the 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.

- A.** 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.
- B.** Any subject data developed under the CONTRACT, whether or not a copyright has been obtained.
- C.** Any rights of copyright purchased by the PROPOSER using federal assistance in whole or in part by the FTA.

**11.2** Unless the FTA determines otherwise, the PROPOSER performing experimental, developmental, or research work required as part of this CONTRACT agrees to permit the FTA to make available to the public, either the 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.

- 11.3** Unless prohibited by state law, upon request by the Federal Government, the PROPOSER 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 PROPOSER 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 PROPOSER shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
- 11.4** 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.
- 11.5** Data developed by the PROPOSER 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 PROPOSER identifies those data in writing at the time of delivery of the CONTRACT work.
- 11.6** The PROPOSER agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with federal assistance.
- 12. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS:** 49 U.S.C. § 5323(l) (1), 31 U.S.C. §§ 3801-3812, 18 U.S.C. § 1001, and 49 C.F.R. part 31
- 12.1** The PROPOSER 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 PROPOSER 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 PROPOSER 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 PROPOSER to the extent the Federal Government deems appropriate.
- 12.2** The PROPOSER 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 Federal Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the PROPOSER, to the extent the Federal Government deems appropriate. The PROPOSER agrees to include the above two clauses in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.
- 13. SAFE OPERATION OF MOTOR VEHICLES:** 23 U.S.C. part 402, Executive Order No. 13043, Executive Order No. 13513, and U.S. DOT Order No. 3902.10

**13.1 Seat Belt Use**

The PROPOSER 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 PROPOSER or JTA.

**13.2 Distracted Driving**

The PROPOSER 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 contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this CONTRACT.

**14. TERMINATION: 2 C.F.R. § 200.339, 2 C.F.R. part 200, Appendix II (B)**

**14.1 Termination for Convenience (General Provision)**

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

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

If the PROPOSER does not deliver supplies in accordance with the CONTRACT delivery schedule, or if the CONTRACT is for services, the PROPOSER fails to perform in the manner called for in the CONTRACT, or if the PROPOSER fails to comply with any other provisions of the CONTRACT, JTA may terminate this CONTRACT for default. Termination shall be affected by serving a *Notice of Termination* on the PROPOSER setting forth the manner in which the PROPOSER is in default. The PROPOSER 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 JTA the PROPOSER 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 PROPOSER, JTA, after setting up a new delivery of performance schedule, may allow the PROPOSER to continue work, or treat the termination as a *Termination for Convenience*.

**14.3 Opportunity to Cure (General Provision)**

JTA, in its sole discretion may, in the case of a termination for breach or default, allow the PROPOSER [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 PROPOSER fails to remedy to JTA’s satisfaction the breach or default of any of the terms, covenants, or conditions of this CONTRACT within [10] days after receipt by PROPOSER of written notice from JTA setting forth the nature of said breach or default, JTA shall have the right to terminate the CONTRACT without any further obligation to PROPOSER. Any such termination for default shall not in any way operate to preclude JTA from also pursuing all available remedies against PROPOSER and its sureties for said breach or default.

**14.4 Waiver of Remedies for any Breach**

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

**14.5 Termination for Convenience (Professional or Transit Service Contracts)**

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

**14.6 Termination for Default (Supplies and Service)**

If the Proposer fails to deliver supplies or to perform the services within the time specified in this CONTRACT or any extension, or if the Proposer fails to comply with any other provisions of this CONTRACT, JTA may terminate this CONTRACT for default. JTA shall terminate by delivering to the PROPOSER a *Notice of Termination* specifying the nature of the default. The PROPOSER 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 PROPOSER was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the

**14.7 Termination for Convenience or Default (Architect and Engineering)**

JTA may terminate this CONTRACT in whole or in part, for JTA's convenience or because of the failure of the PROPOSER to fulfill the CONTRACT obligations. JTA shall terminate by delivering to the PROPOSER a *Notice of Termination* specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the PROPOSER shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to JTA all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this CONTRACT, whether completed or in process. JTA 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 JTA, JTA 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 PROPOSER to fulfill the CONTRACT obligations, JTA may complete the work by contact or otherwise and the PROPOSER shall be liable for any additional cost incurred by JTA. If, after termination for failure to fulfill CONTRACT obligations, it is determined that the PROPOSER 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 JTA.

**14.8 Termination for Convenience or Default (Cost-Type Contracts)**

JTA may terminate this CONTRACT, or any portion of it, by serving a *Notice of Termination* on the PROPOSER. The notice shall state whether the termination is for convenience of JTA or for the default of the PROPOSER. If the termination is for default, the notice shall state the manner in which the PROPOSER has failed to perform the requirements of the CONTRACT. The PROPOSER shall account for any property in its possession paid for from funds received from JTA, or property supplied to the PROPOSER by JTA. If the termination

is for default, JTA may fix the fee, if the CONTRACT provides for a fee, to be paid the PROPOSER in proportion to the value, if any, of work performed up to the time of termination. The PROPOSER shall promptly submit its termination claim to JTA and the parties shall negotiate the termination settlement to be paid the PROPOSER. If the termination is for the convenience of JTA, the PROPOSER 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*, JTA determines that the PROPOSER has an excusable reason for not performing, JTA, after setting up a new work schedule, may allow the PROPOSER to continue work, or treat the termination as a *Termination for Convenience*.

**15. VIOLATION AND BREACH OF CONTRACT: 2 C.F.R. § 200.326 2, C.F.R. part 200, Appendix II (A)**

**15.1 Rights and Remedies of Jefferson Transit Authority**

JTA shall have the following rights in the event that JTA deems the PROPOSER guilty of a breach of any term under the CONTRACT.

- A. The right to take over and complete the work or any part thereof as agency for and at the expense of the PROPOSER, either directly or through other contractors.
- B. The right to cancel this CONTRACT as to any or all of the work yet to be performed.
- C. The right to specific performance, an injunction, or any other appropriate equitable remedy.
- D. The right to money damages.

For purposes of this CONTRACT, breach shall include failure of the PROPOSER to fulfill its obligations as described in a contract or if the Proposer communicates an intent to fail the obligation or otherwise appear to not be able to performs its obligation under the CONTRACT.

**15.2 Rights and Remedies of Proposer**

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

- A. **Remedies.** Substantial failure of the PROPOSER to complete the project in accordance with the terms of this CONTRACT will be a default of this CONTRACT. In the event of a default, JTA will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The PROPOSER recognizes that in the event of a breach of this CONTRACT by the PROPOSER before JTA takes action contemplated herein, JTA will provide the PROPOSER with sixty (60) days written notice that JTA considers that such a breach has occurred and will provide the PROPOSER a reasonable period of time to respond and to take necessary corrective action.
- B. **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 JTA's Project Manager. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the PROPOSER mails or otherwise furnishes a written appeal to the JTA General Manager. In connection with any such appeal, the PROPOSER shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the JTA General Manager shall be binding upon the

PROPOSER and the PROPOSER shall abide by the decision.

- C. Performance During Dispute.** Unless otherwise directed by JTA, PROPOSER shall continue performance under this CONTRACT while matters in dispute are being resolved.
- D. Claims for Damages.** Should either party to the CONTRACT suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.
- E. Remedies.** Unless this CONTRACT provides otherwise, all claims, counterclaims, disputes and other matters in question between JTA and the PROPOSER arising out of or relating to this CONTRACT or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within Washington State.
- F. Rights and Remedies.** The duties and obligations imposed by the CONTRACT documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. No action or failure to act by JTA or PROPOSER 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.

## 16. LOBBYING RESTRICTIONS

**16.1** The undersigned certifies, to the best of his or her knowledge and belief, that:

- A.** No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering A-48 into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B.** If any funds other than federal appropriated funds have been paid or will be paid to 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 this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C.** The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

**16.2** 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 section 1352, title 31, U.S. Code. 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.



## WASHINGTON STATE SUB AGREEMENT CLAUSES

### 17. GENERAL COMPLIANCE ASSURANCE

**17.1** The PROPOSER agrees to comply with all instructions as prescribed in WSDOT's *Consolidated Grants Program Guidebook*, hereinafter referred to as "GUIDEBOOK", and any amendments thereto, found at [www.wsdot.wa.gov/transit/grants/consolidated/home](http://www.wsdot.wa.gov/transit/grants/consolidated/home), which by this reference is fully incorporated herein.

**17.2** The PROPOSER agrees that WSDOT, and/or any authorized WSDOT representative, shall have not only the right to monitor the compliance of the PROPOSER with respect to the provisions of this CONTRACT but also have the right to seek judicial enforcement with regard to any matter arising under this CONTRACT.

### 18. ASSIGNMENTS AND SUBCONTRACTS

**18.1** Unless otherwise authorized in advance and in writing by WSDOT, the PROPOSER shall not assign any portion of the project or execute any contract, amendment, or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this CONTRACT.

**18.2** It is further agreed that those clauses shall not be modified in any such subcontract, except to identify the subcontractor or other person or entity that will be subject to its provisions. In addition, the following provision shall be included in any advertisement or invitation to bid for any procurement by the PROPOSER under this CONTRACT:

Statement of Financial Assistance: "This CONTRACT is subject to the appropriations of the State of Washington."

### 19. NO OBLIGATION BY THE STATE GOVERNMENT

No contract between the PROPOSER and its subcontractors shall create any obligation or liability for WSDOT with regard to this CONTRACT without WSDOT's specific written consent, notwithstanding its concurrence in, or approval of, the award of any contract or subcontract or the solicitations thereof.

### 20. PERSONAL LIABILITY OF PUBLIC OFFICERS

No officer or employee of WSDOT shall be personally liable for any acts or failure to act in connection with this CONTRACT, it being understood that in such matters they are acting solely as agents of WSDOT.

### 21. ETHICS

#### 21.1 Relationships with Employees and Officers of WSDOT

The PROPOSER shall not extend any loan, gratuity, or gift of money in any form whatsoever to any employee or officer of WSDOT, nor shall PROPOSER rent or purchase any equipment and materials from any employee or officer of WSDOT.

#### 21.2 Employment of Former WSDOT Employees

The PROPOSER hereby warrants that it shall not engage on a full-time, part-time, or other basis during the period of this CONTRACT, any professional or technical personnel who are, or have been, at any time during the period of this CONTRACT, in the employ of WSDOT without written consent of WSDOT.

**22. COMPLIANCE WITH LAWS AND REGULATIONS**

The PROPOSER agrees to abide by all applicable state and federal laws and regulations including but not limited to, those concerning employment, equal opportunity employment, nondiscrimination assurances, project record keeping necessary to evidence compliance with such federal and state laws and regulations, and retention of all such records. The PROPOSER will adhere to all the nondiscrimination provisions in chapter 49.60 RCW. Except when a federal statute or regulation preempts state or local law, no provision of the CONTRACT shall require the PROPOSER to observe or enforce compliance with any provision, perform any other act, or do any other thing in contravention of state or local law. If any provision or compliance with any provision of this CONTRACT violate state or local law or would require the PROPOSER to violate state or local law, the PROPOSER agrees to notify WSDOT immediately in writing. Should this occur, WSDOT and the PROPOSER agree to make appropriate arrangements to proceed with or, if necessary, expeditiously, terminate the project.

**23. ENVIRONMENTAL REQUIREMENTS**

The PROPOSER agrees to comply with all applicable requirements of chapter 43.21C RCW “State Environmental Policy Act” (“SEPA”).

**24. ACCOUNTING RECORDS**

**24.1 Project Accounts**

The PROPOSER agrees to establish and maintain for the project(s) either a separate set of accounts or separate accounts within the framework of an established accounting system that can be identified with the project(s). The PROPOSER agrees that all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the project(s) shall be clearly identified, readily accessible and available to WSDOT upon request, and, to the extent feasible, kept separate from documents not pertaining to the project(s).

**24.2 Documentation of Project Costs and Program Income**

The PROPOSER agrees to support all allowable costs charged to the project(s), including any approved services contributed by the PROPOSER or others, with properly executed payrolls, time records, invoices, contracts, or vouchers describing in detail the nature and propriety of the charges. The PROPOSER also agrees to maintain accurate records of all program income derived from implementing the project(s).

**24.3 Audits, Inspection, and Retention of Records**

**A. Submission of Proceedings, Contracts, Agreements, and Other Documents.** During the performance period of the project(s) and for six (6) years thereafter, the PROPOSER agrees to retain intact and to provide any data, documents, reports, records, contracts, and supporting materials relating to the project(s) as WSDOT may require. Project closeout does not alter these recording and record-keeping requirements. Should an audit, enforcement, or litigation process be commenced, but not completed, during the aforementioned six-year period then the PROPOSER’s obligations hereunder shall be extended until the conclusion of that pending audit,

enforcement, or litigation process.

- B. General Audit Requirements.** The PROPOSER agrees to obtain any other audits required by WSDOT at PROPOSER's expense. Project closeout will not alter the PROPOSER's audit responsibilities.
- C. Inspection.** The PROPOSER agrees to permit WSDOT and the State Auditor, or their authorized representatives, to inspect all project work materials, payrolls, and other data, and to audit the books, records, and accounts of the PROPOSER and its subcontractors pertaining to the project. The PROPOSER agrees to require each third party to permit WSDOT, and the State Auditor or their duly authorized representatives, to inspect all work, materials, payrolls, and other data and records involving that third-party contract, and to audit the books, records, and accounts involving that third-party contract as it affects the project(s).

## **25. LABOR PROVISIONS**

### **25.1 Overtime Requirements**

No PROPOSER or subcontractor contracting for any part of the project(s) work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek. PROPOSER will comply with Title 49 RCW, Labor Regulations.

### **25.2 Changed Conditions Affecting Performance**

The PROPOSER hereby agrees to immediately notify WSDOT of any change in conditions or law, or of any other event, which may affect its ability to perform the project(s) in accordance with the provisions of this CONTRACT.

### **25.3 Termination**

**A. Termination for Convenience.** WSDOT and/or the PROPOSER may suspend or terminate this CONTRACT, in whole or in part, and all or any part of the financial assistance provided herein, at any time by written notice to the other PARTY. WSDOT and the PROPOSER shall agree upon the CONTRACT termination provisions including but not limited to the settlement terms, conditions, and in the case of partial termination the portion to be terminated. Written notification must set forth the reasons for such termination, the effective date, and in case of a partial termination the portion to be terminated. However, if in the case of partial termination, WSDOT determines that the remaining portion of the award will not accomplish the purposes for which the award was made, WSDOT may terminate the award in its entirety. The PARTIES may terminate this CONTRACT for convenience for reasons including, but not limited to, the following:

- 1) The requisite funding becomes unavailable through failure of appropriation or otherwise.
- 2) WSDOT determines, in its sole discretion, that the continuation of the project(s) would not produce beneficial results commensurate with the further expenditure of funds.
- 3) The PROPOSER is prevented from proceeding with the project(s) as a direct

result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense; or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.

- 4) The PROPOSER is prevented from proceeding with the project(s) by reason of a temporary preliminary, special, or permanent restraining order or injunction of a court of competent jurisdiction where the issuance of such order or injunction is primarily caused by the acts or omissions of persons or agencies other than the PROPOSER; or the State Government determines that the purposes of the statute authorizing the project(s) would not be adequately served by the continuation of financial assistance for the project(s).
- 5) In the case of termination for convenience under subsections A.1-5 above, WSDOT shall reimburse the PROPOSER for all costs payable under this CONTRACT that the PROPOSER properly incurred prior to termination. The PROPOSER shall promptly submit its claim for reimbursement to WSDOT. If the PROPOSER has any property in its possession belonging to WSDOT, the PROPOSER will account for the same, and dispose of it in the manner WSDOT directs.

**B. Termination for Default.** WSDOT may suspend or terminate this CONTRACT for default, in whole or in part, and all or any part of the financial assistance provided herein, at any time by written notice to the PROPOSER, if the PROPOSER materially breaches or fails to perform any of the requirements of this CONTRACT, including:

- 1) Takes any action pertaining to this CONTRACT without the approval of WSDOT, which under the procedures of this CONTRACT would have required the approval of WSDOT.
- 2) Jeopardizes its ability to perform pursuant to this CONTRACT, United States of America laws, Washington state laws, or local governmental laws under which the PROPOSER operates.
- 3) Fails to make reasonable progress on the project(s) or other violation of this CONTRACT that endangers substantial performance of the project(s); or
- 4) Fails to perform in the manner called for in this CONTRACT or fails, to comply with, or is in violation of, any provision of this CONTRACT. WSDOT shall serve a notice of termination on the PROPOSER setting forth the manner in which the PROPOSER is in default hereunder. If it is later determined by WSDOT that the PROPOSER had an excusable reason for not performing, such as events which are not the fault of or are beyond the control of the PROPOSER, such as a strike, fire or flood, WSDOT may: (a) allow the PROPOSER to continue work after setting up a new delivery of performance schedule, or (b) treat the termination as a termination for convenience.

**C.** WSDOT, in its sole discretion may, in the case of a termination for breach or default, allow the PROPOSER ten (10) business days, or such longer period as determined by WSDOT, 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 the PROPOSER fails to remedy to WSDOT's satisfaction the breach or default within the timeframe and under the conditions set forth in the notice of termination, WSDOT shall have the right to terminate this CONTRACT without any further obligation to PROPOSER. Any such termination for default shall not in any

way operate to preclude WSDOT from also pursuing all available remedies against PROPOSER and its sureties for said breach or default.

- D. In the event that WSDOT elects to waive its remedies for any breach by PROPOSER of any covenant, term or condition of this CONTRACT, such waiver by WSDOT shall not limit WSDOT's remedies for any succeeding breach of that or of any other term, covenant, or condition of this CONTRACT.
- E. If this CONTRACT is terminated, whether for convenience or for default, before the specified end date set forth in the caption header, "Term of Contract", WSDOT and the PROPOSER shall execute an amendment to this CONTRACT identifying the termination date and the reason for termination.

## **26. LIMITATION OF LIABILITY**

- 26.1** The PROPOSER shall indemnify and hold harmless WSDOT, its agents, employees, and officers and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs (hereinafter referred to collectively as "claims"), of whatsoever kind or nature brought against WSDOT arising out of, in connection with or incident to the execution of this CONTRACT and/or the PROPOSER's performance or failure to perform any aspect of this CONTRACT. This indemnity provision applies to all claims against WSDOT, its agents, employees and officers arising out of, in connection with or incident to the negligent acts or omissions of the PROPOSER, its agents, employees, officers and subcontractors. Provided, however, that nothing herein shall require the PROPOSER to indemnify and hold harmless or defend the WSDOT, its agents, employees or officers to the extent that claims are caused by the sole negligent acts or omissions of the WSDOT, its agents, employees or officers; and provided further that if such claims result from the concurrent negligence of (a) the PROPOSER its employees, agents, officers or contractors and (b) the state, its employees or authorized agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of the party, its employees, officers, authorized agents, and/or contractors. The indemnification and hold harmless provision shall survive termination of this CONTRACT.
- 26.2** The PROPOSER shall be deemed an independent contractor for all purposes, and the employees of the PROPOSER or its subcontractors and the employees thereof, shall not in any manner be deemed to be the employees of WSDOT.
- 26.3** The PROPOSER specifically assumes potential liability for actions brought by PROPOSER's employees and/or subcontractors and solely for the purposes of this indemnification and defense, the PROPOSER specifically waives any immunity under the State Industrial Insurance Law, Title 51 RCW.
- 26.4** In the event either the PROPOSER or WSDOT incurs attorney's fees, costs, or other legal expenses to enforce the provisions of this section of this CONTRACT against the other party, all such fees, costs and expenses shall be recoverable by the prevailing party.

**27. AGREE TO COMPLY**

PROPOSER hereby agrees to comply with the federal and state requirements contained in RFP No. 2024-14.

\_\_\_\_\_ Signature of Proposer's  
Authorized Official

\_\_\_\_\_ Name and Title of Proposer's  
Authorized Official \_\_\_\_\_ Date



**ADDENDUM C: REJECTION OF PROPOSALS**  
**Project Manager – Facilities Maintenance**  
**Building**  
**RFP No. 2024-14**

**RETURN BY:**

**EMAIL [jbrooke@jeffersontransit.com](mailto:jbrooke@jeffersontransit.com), no later than 3:00 p.m. on August 23, 2024.**

The PROPOSER hereby agrees that the General Manager of JTA has the right to reject any and all proposals and to waive informality in any proposal and that the PROPOSER shall not dispute the correctness of the quantities used in computing the best, responsive proposal.

---

Proposer Business Name

---

Proposer Business Address

---

Signature, duly authorized and printed name

---

Title

---

Date







**ADDENDUM D: REQUESTS FOR CLARIFICATION**  
**Project Manager – Facilities Maintenance**  
**Building**  
**RFP No. 2024-14**

**RETURN BY:**

EMAIL [jbrooke@jeffersontransit.com](mailto:jbrooke@jeffersontransit.com) no later than 3:00 p.m. on August 8, 2024.

*Use this form to request changes to contract documents or to clarify the meaning of items in the scope of work.*

Company Name: \_\_\_\_\_

Email \_\_\_\_\_ PHONE # \_\_\_\_\_

**Document Reference**

Scope of Work - Page # \_\_\_\_\_ Section # \_\_\_\_\_

General Provisions/Instructions to Proposers - Page # \_\_\_\_\_ Section # \_\_\_\_\_

Contract Documents – Page # \_\_\_\_\_ Section # \_\_\_\_\_

Proposal Form - Page # \_\_\_\_\_ Section # \_\_\_\_\_

Other – \_\_\_\_\_

**Proposer’s Question or Request:** *(attach additional sheets if necessary)*

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Submitted By: \_\_\_\_\_

Signature

Date

**JTA Response**

Written Response to questions attached; emailed to \_\_\_\_\_,  
 on \_\_\_\_\_ (date).

Proposer’s Request Approved: \_\_\_\_\_ Denied: \_\_\_\_\_ Question answered: \_\_\_\_\_

**JTA Comments:**

---

---

---

---

**ADDENDUM E: ACKNOWLEDGMENT OF  
ADDENDA**



**Project Manager – Facilities Maintenance  
Building  
RFP No. 2024-14**

**RETURN BY:**

**EMAIL [jbrooke@jeffersontransit.com](mailto:jbrooke@jeffersontransit.com), no later than 3:00 p.m. on August 8, 2024.**

The undersigned acknowledges receipt of the following addenda to the Proposal documents:

- Addendum A: Scope of Work Date: \_\_\_\_\_
- Addendum B: Federal and State Clauses and Overlays Date: \_\_\_\_\_
- Addendum C: Rejection of Proposals Date: \_\_\_\_\_
- Addendum D: Requests for Clarification Date: \_\_\_\_\_
- Addendum E: Acknowledgment of Addenda Date: \_\_\_\_\_
- Addendum F: Proposal Affidavit Date: \_\_\_\_\_
- Addendum G: Proposal Pricing Form Date: \_\_\_\_\_

NOTE: Failure to acknowledge receipt of all addenda may cause the proposal to be considered non-responsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the proposal.

\_\_\_\_\_  
Proposer Business Name

\_\_\_\_\_  
Proposer Business Address

\_\_\_\_\_  
Signature, duly authorized and printed name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone Number and Contact Person Regarding Proposals



**ADDENDUM F: PROPOSAL AFFIDAVIT**  
**Project Manager – Facilities Maintenance**  
**Building**  
**RFP No. 2024-14**

**RETURN BY:**

**EMAIL [jbroke@jeffersontransit.com](mailto:jbroke@jeffersontransit.com), no later than 3:00 p.m. on August 23, 2024.**

The undersigned hereby declares that they have carefully read and examined the RFP, the scope and terms, specifications, warranty, and quality assurance requirements, with all supporting certificates and affidavits, for the provision of services specified at the prices stated in the fee proposal.

\_\_\_\_\_  
Signature and name printed

\_\_\_\_\_  
Title

\_\_\_\_\_  
Firm Name

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires \_\_, 20\_\_



**ADDENDUM G: PROPOSAL PRICING FORM**  
**Project Manager – Facilities Maintenance**  
**Building**  
**RFP No. 2024-14**

**RETURN BY:**

EMAIL [jbrooke@jeffersontransit.com](mailto:jbrooke@jeffersontransit.com), no later than 3:00 p.m. on August 23, 2024.

The undersigned hereby declares that he/she has carefully read and examined the Public Notice, the RFP, terms, and requirements, with all supporting certificates and affidavits, for the goods and services noted herein, and that they will enter into contract negotiations for said provision of goods and services, as specified, using the costs identified herein, as the basis for those contracted negotiations. Detailed cost information shall be attached and meet the requirements as described in the proposal.

	COST
	\$

\_\_\_\_\_  
Proposer Business Name

\_\_\_\_\_  
Proposer Business Address

\_\_\_\_\_  
Signature, duly authorized and printed name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone Number and Contact Person Regarding Proposals