



BIRMINGHAM-JEFFERSON COUNTY TRANSIT AUTHORITY
REQUEST FOR PROPOSALS # 09-01

**ADVERTISING & PUBLIC RELATIONS
SERVICES**

PROPOSAL DUE DATE:

WEDNESDAY, JANUARY 7, 2009, 1:00 PM (CST)

TABLE OF CONTENTS

	PAGE
NOTICE TO PROPOSERS.....	3
SECTION	
A. GENERAL GUIDELINES.....	4
B. GENERAL REQUIREMENTS.....	5
• Proposal Evaluation and Selection Process	5
• Proposal Requirements	7
• Scope of Work	10
C. GENERAL CONDITIONS.....	28
D. ATTACHMENTS.....	35

NOTICE TO PROPOSERS

REQUEST FOR PROPOSALS #09-01 ADVERTISING AND PUBLIC RELATIONS SERVICES

Notice is hereby given that the Birmingham-Jefferson County Transit Authority ("BJCTA") is soliciting proposals from qualified firms to provide the abovementioned services. ***A Vendor Registration Form is required to be completed and returned in order for your proposal to be considered.***

One (1) original and six (6) copies of sealed proposals will be received by the BJCTA, 1735 Morris Avenue - 2nd Floor, Birmingham, AL 35203 in accordance with these instructions and specifications, until **1:00 PM (CST), Wednesday, January 7, 2009**, at which time all proposals must be received.

Requests for Approved Equals or Clarification of Specifications must be received by BJCTA in writing by not later than close of business (5:00 p.m. CST) Friday, December 12, 2008. No requests will be answered after this time.

To be considered, proposals must arrive at BJCTA on or before the date specified in the advertisement or any addendums. If mailing proposals, please allow normal mail delivery time to ensure timely receipt of your proposal. Proposals received prior to the advertised hour of opening will be kept securely sealed. Any proposals received after the time to which reference is made will not be considered and will be returned to the Proposer unopened. All proposals must be sealed and clearly marked **"RFP #09-01 Advertising & Public Relations."**

No Proposer may withdraw his proposal for a period of ninety (90) days after the scheduled time for the proposal opening. All Proposers must execute all certifications included in the proposal package and return them with their proposals. This Request for Proposals does not commit the Authority to award a contract, or pay any cost incurred in preparation of bids, or to produce or contract for services.

Award of this proposal shall be made to the most responsive and responsible Proposer as determined through the evaluation of the proposals. BJCTA shall have the right to reject all proposals received, to waive irregularities and informalities, and to accept the proposal, which is in the best interest of BJCTA.

BJCTA is exempt from the payment of all state taxes as well as federal excise taxes and use tax. These taxes shall not be included in the proposal. BJCTA will furnish a tax exemption number upon request.

Proposals should be submitted only using the attached proposal forms. Proposal documents may be accessed by going to www.bjcta.org. For additional information, you may contact Collina Washington, Manager of Procurement, at (205) 521-0144 or cwashington@bjcta.org.

GENERAL GUIDELINES FOR COMPLETING THE REQUESTS FOR PROPOSALS PACKAGE

This document is intended as a guideline to assist Proposers in successfully completing the necessary paperwork. You are strongly encouraged to read the Notice to Proposers Section very carefully. This document is NOT intended to replace the more detailed instructions that are included in the attached Proposal Package.

- It is extremely important that all required forms be filled out completely. Federal and State Regulations mandate that these forms be filled out properly. **Failure to complete all forms included in this package will result in your Proposal being ruled non-responsive.** Non-Responsive Proposals will not be awarded the contract.
- Remember to completely fill out **ALL** required forms. If a form does not apply to your business or proposal, please mark the form "Not Applicable," or some other similar wording at your discretion. Please also sign and date this form.
- DBE (Disadvantaged Business Enterprise) Obligation: The Birmingham-Jefferson County Transit Authority ("BJCTA") agrees to ensure that DBEs, as outlined in 49 CFR Part 26, as amended, have the maximum opportunity to participate in the performance of contracts. Therefore, it is imperative that you read the DBE Section and complete the necessary paperwork.
- Please read the **NOTICE TO PROPOSERS** page to make sure that you have returned the correct number of copies to the RFP.
- Make sure the Proposal Response is received by the BJCTA Procurement Department by the designated date and time. Late proposals will not be accepted.
- Make sure that the proposal is returned in an envelope or box clearly labeled with the following Information: **RFP # 09-01 Advertising & Public Relations**. This information should be in the lower left hand corner. The envelope should also be labeled **PROPOSAL DOCUMENTS ENCLOSED**
- If required, attendance at Pre-Proposal Conferences is mandatory. Those not attending will be omitted from the bid process.

When in doubt, contact **Collina Washington, BJCTA Procurement Manager**, 1735 Morris Avenue, 2nd Floor, Birmingham, AL 35203, (205) 521-0144 or cwashington@bjcta.org for assistance.

SECTION A. GENERAL REQUIREMENTS

1.0 INTRODUCTION

All Proposers are cautioned to read the entire RFP, noting insurance and submittal requirements, and to complete all required forms enclosed. Failure to provide all requested information will result in your proposal being rejected. The Birmingham-Jefferson County Transit Authority ("BJCTA") reserves the right to waive *minor* irregularities in proposals and to reject any and all offers and re-solicit or cancel this RFP.

2.0 SCHEDULE OF EVENTS

The following schedule will apply to this solicitation. BJCTA reserves the right to alter the schedule as necessary.

November 26, 2008	Distribution of RFP
December 12, 2008	Last day for written requests – 5:00 PM (CST)
January 7, 2009	Deadline for proposals – 1:00 PM (CST)
January 8-16, 2009	Review of Proposals
January 21-22, 2009	BJCTA Program Development Committee considers recommendation
January 28, 2009	BJCTA Board of Directors considers award of contract

3.0 PROPOSAL EVALUATION AND SELECTION

Competitive sealed proposals shall be submitted consisting of one (1) original and six (6) copies. The price proposal shall be submitted separately, consisting of one (1) original and six (6) copies. The price proposal must be identified clearly to assist BJCTA in non-disclosure of the price proposal.

A. Selection Criteria

An Evaluation Team will be formed and comprised of varying staff to assist in the evaluation process. Evaluation of each written proposal shall be based on the following criteria:

1. Project Understanding and Approach/Relevant Projects
2. Experience of Assigned Personnel and Firm
3. Samples of work, references and proposed creative
4. Schedule/Ability to Meet Deadlines
5. Cost Proposal and Disbursement Rationality

The Evaluation Team will use the following criteria, listed in descending order of importance in evaluating each proposal:

1. Project Understanding and Approach and Relevant Project Experience

Demonstrated knowledge of the needs and appropriate approach to identifying project objectives and deliverables. The evaluation shall take into consideration all recent relevant project experience by all key staff included in this proposal. The significance of the staff's role and their performance will also be considered.

2. Experience of Assigned Personnel and Firm

Evaluation will be based on experience, qualifications, past performance and availability of key staff identified in the proposal. The depth of resources and the ability to bring in special expertise in a timely way are also important.

3. Samples of Work

Relevant samples of work for government and or non-profit agencies will be evaluated. Samples should consist of a variety of media including but not limited to television spots, radio spots, billboards, public relations pieces, web advertising and messaging, etc.

Client References from Organizations Currently Utilizing Functionally Similar Services

Evaluation will be based on former/current client rating of experience, qualifications, past performance, and availability of key staff identified in the proposal. The Evaluation Team will score this section after contacting at least three of your references and scoring their responses to questions posed by the Team relative to the qualitative factors and capabilities of your firm as expressed by your references.

Creative

Provide demonstrated creative ability from past and current clients based on recent submitted work products. Work products should be no more than three (3) years old.

4. Schedule/Ability to Meet Deadlines

Demonstrated and proven consistency in meeting critical deadlines and commitments for clients who are similar in contract dollar amount and services compared to this project.

5. Cost and Disbursement Rationality to BJCTA

The evaluation is based upon cost analysis of various project components. Price of providing multifaceted advertising services over the first year will be analyzed and scored. Points will be assigned based on the rationale of the pricing proposed and the cost benefit to the BJCTA.

4.0 INTERVIEWS/ORAL PRESENTATIONS

The BJCTA may invite selected proposers for interview by the Evaluation Team. Proposers may make oral presentations to clarify information. Additional points may be added to, or deleted from, any category score based on information presented at the interview. Proposers who submit proposals and who are judged to be within the competitive range for award of a contract may be required to make an oral presentation of their proposal to BJCTA's Program Development Committee as part of the selection process. The Evaluation Team's individual evaluations may be modified subsequent to the oral presentations.

- A. The evaluation and negotiation process will be confidential until the final recommendation for award has been made.
- B. Those qualified firms deemed as being in a competitive range (firms that the committee determines have a reasonable chance of being selected for award based upon the factors that were stated in the RFP) may be interviewed by the committee.
- C. Proposers selected for interview by the Evaluation Team may make oral presentations to clarify information presented in the Proposal. Evaluation Team members may amend scores based upon information obtained during interviews.

5.0 BEST AND FINALS

If it is determined by the Evaluation Team that a best and final process is to be implemented to help the team make a recommendation for the most qualified firm, specific questions will be asked of those companies most susceptible for award. Requests may be different for each firm selected for this phase of the evaluation. The Evaluation Team members may amend their evaluations of the firms that are still in contention after reviewing best and final submissions.

6.0 FORMAT AND REQUIRED COMPONENTS OF PROPOSALS:

The proposal shall be complete and concise in description and must be in written form. The proposal shall demonstrate that the Proposer has the financial and management capability to implement the contract and scope of work functions and that the Proposer fully recognizes the stated purpose of the scope of work and its elements. The proposal shall reflect the Proposer's understanding of the plan requirements. At a minimum, proposals must include the following specific information:

1. Objective Information

a. Company Information:

- i. Provide Contractor's name, address, Internet URL, telephone and fax numbers. Include name, title and email address of the individual who will serve as agency's primary contact.
- ii. Describe Contractor's ownership

b. Offices

- i. Please list full-service US offices/addresses, leading with the offices that would service the account in question.

2. Clients

- a. List of top ten (10) clients, indicating each client's tenure with agency;
- b. List accounts responding office has gained over the past two years; provide comment on why the office was chosen for these accounts;
- c. List accounts responding office has lost or resigned over the past two years; provide comment on why these accounts were lost.

3. Staff

- a. Provide a breakout of responding office's employees by function, account, creative, planning/research, media, other (please explain). Provide qualifications of specific individuals that will be assigned to the BJCTA account, including identification of BJCTA's primary contact(s);
- b. Provide brief biographies of key management executives in the responding office;
- c. Define how the firm will keep the project on-time and on-budget

4. Specialized Services

- a. In no more than three (3) pages, describe your offices capabilities in:
 - i. Production Capabilities
 - ii. Advertising and Promotion
 - iii. Direct Marketing
 - iv. Public Relations
 - v. Interactive
 - vi. Event Marketing

5. Compensation

- a. Please describe your policy with respect to method of compensation (fee, commission, combination, etc.) *Note: Should be submitted in a separate, sealed envelope.*

6. Subjective Information

- a. Strategic Approach
 - i. Describe the process and methods employed to develop effective marketing communications. Provide examples of how this process has worked for clients.
- b. Relevant Experience
 - i. Describe relevant experience
 - ii. Provide at least two case histories dealing with similar or analogous issues
 - iii. In no more than two pages, describe how your office is ideally suited to address the challenges and opportunities of the account in question
- c. Creative Samples
 - i. Please provide samples of your creative work

7.0 REVISIONS TO RFP

If it becomes necessary to revise any part of this RFP, or if additional information is necessary to enable the Proposer to make an adequate interpretation of the provisions of this Request for Proposal, an Addendum to the RFP will be provided to each prospective Proposer. Receipt of all Addenda must be acknowledged in the proposals received by BJCTA.

8.0 EXPLANATION TO PROPOSERS

Any explanation desired by a Proposer regarding the meaning or interpretation of this solicitation must be requested and received in writing prior to end of business December 12, 2008 by not later than 5:00 PM (close of business). Any written information provided to any prospective Proposer concerning this solicitation will be furnished to all prospective Proposers.

9.0 SIGNATURE REQUIREMENTS

Proposals must be signed by a duly authorized officer(s) eligible to sign contract documents for the Proposer (the "Authorized Signer"). Consortiums, joint ventures, or teams submitting proposals, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rests solely with one Proposer or one legal entity. The submittal should indicate the responsible entity.

Proposers should be aware that joint and several responsibility and liability will attach to any resulting Contract and failure of one party in a joint venture to perform will not relieve the other party or parties of total responsibility for performance.

10.0 CONTACT PERSON AND PROPOSAL SUBMISSION ADDRESS

Questions about the RFP shall be submitted in writing to the address below. Questions may also be emailed to Collina Washington at BJCTA at cwashington@bjcta.org.

BJCTA must receive one (1) original (clearly marked) and six (6) copies of the Request for Proposals, addressed to:

Collina Washington
Procurement Manager
Birmingham-Jefferson County Transit Authority
1735 Morris Avenue, 2nd Floor
Birmingham, AL 35203

All proposals shall be received no later than 1:00 p.m. (CST), on January 7, 2009 at the BJCTA office at the above address. All packages shall be clearly marked as **"Advertising and Public Relations Services RFP #09-01."** **Any proposals or modifications received after the time specified for receipt shall not be considered and will be returned to the Proposer unopened.**

SECTION B. SCOPE OF WORK

1.0 CONTRACT DIRECTION

Independent Contractor will perform the Work described herein under the direction of the BJCTA Project Manager, or their designated representative, who will approve work plan herein specified prior to the commencement of any services. All contractual matters are to be directed to the Procurement Manager.

The Project Manager, or their designated representative, shall have the authority and responsibility to perform the following tasks:

- a. Provide interpretation of the scope and specifications for the Work to be performed;
- b. Monitor performance of the Work to ensure compliance with the work schedule(s);
- c. Inspect performance against the Statement of Work, and report compliance and/or deficiencies;
- d. Obtain and review Monthly Reports; and
- e. Suspend Work in accordance with other provisions of this Contract.

2.0 GOALS OF BJCTA

The Birmingham-Jefferson County Transit Authority's mission is: *To provide safe, reliable, convenient and cost-effective transit service with a skilled team of employees; providing value-added services, dedicated to our customers' needs and committed to public service to earn and retain the public trust.*

We live out our mission and values as we strive to be the best public transit agency in the State of Alabama through:

- Service to our valued customers
- Partnerships with local officials and businesses
- Concern for our communities
- Pride in our service

General campaign goals:

- Create a positive image for the use of public mass transit and reduce resistance to its use.
- Create a brand awareness of the BJCTA's public transit system.
- Illustrate recent and upcoming improvements in transit service.
- Strengthen general support for public transportation among opinion leaders as well as local, state and federal officials to positively impact funding decisions.
- Increase awareness and usage of BJCTA's website, www.bjcta.org, and its components.
- Provide awareness of BJCTA products and services amongst general market and the Business to Business market.
- Ultimately, increase ridership on current BJCTA bus routes and services. Transit ridership increases will be obtained through trial bus use among non-users as well as increased usage among discretionary users and daily transit users.

Agency mission, vision and history may be found on its website at www.bjcta.org. These values shall have a direct relationship on how all marketing, image materials and products adhere to the BJCTA mission statement, vision statement, and goals.

3.0 TECHNICAL ASSISTANCE AND QUALIFICATIONS

Questions related to this RFP may be directed to Collina Washington, Procurement Manager, at cwashington@bjcta.org. The deadline for submitting questions related to this RFP is December 12, 2008 by 5:00 p.m. (close of business).

QUALIFICATIONS:

The Contractor and/or its subcontractor:

1. Must be a reputable firm with good references. The structure of the corporation and financial viability of the firm is extremely important.
2. Must have experience in non-profit, government, or social marketing with a preference for public transportation and a general knowledge of the metropolitan Birmingham market.
3. Must assign primary staff to the account that possess a minimum of five years of public relations, communications, marketing and advertising experience, preferably in the areas of strategy development, creative development, art direction, production of creative materials and/or media purchasing and event planning. Secondary staff assigned to the account must have a minimum of two years of public relations, communications, marketing, advertising and event planning experience.
4. Must be able to assign skilled personnel to create and produce all the materials within the allotted time frames.
5. Must demonstrate the ability to listen to transit staff to help define marketing goals and objectives.
6. Must demonstrate the ability to effectively manage the marketing campaign from research, planning, implementation, and follow-up. In addition, the agency must report results of all actions and activities.
7. Must have a demonstrated record of successfully developing multi-media marketing campaigns, including special events, media planning, placement and post-buy analyses, creative concept development and production, and media buying. "Multi-media" includes, but is not limited to, television, radio, online, billboards and other out-of-home media, internet, print and PR.
8. Must have a thorough understanding of the local Spanish language market, as well as the media that serves this target population.

9. Must be able to collaborate with other organizations, including Birmingham's MPO, Chamber of Commerce, governmental and business communities, as well as other marketing and public relations agencies.

The selected Contractor will be required to help in the development of plans that will help support the following objectives:

Purpose and Objectives

The Contractor's primary function will be to provide full-service capabilities including account representation, creative development, and media buying and placement. The Contractor will assist in the formulation and implementation of BJCTA's Communications element by developing a creative strategy to support the Annual Marketing and Communications ("Plan").

The Contractor shall propose various plans and strategies for advertising and marketing BJCTA services. While strategies may focus on commuters getting to and from work, additional emphasis should be given to other market opportunities. All individual mediums, their usages and budgets need to be addressed and defined by including examples of creative work for each of their proposed components.

The Contractor will be responsible for subcontracting printing, photography, graphic, research and other services, which will be paid from the advertising budget.

Work Program

The Contractor shall propose individual strategies of marketing activities that are designed to generate awareness of the BJCTA, its products and services and ultimately lead to not only increased ridership, but increased funding. Recommended plans and programs must meet Marketing and Agency strategies as defined by the BJCTA Board of Directors. Proposed strategies do not need to be limited to components identified in the Plan.

Tasks that will be assigned to the Contractor will include:

1. Working with BJCTA Staff on the development of an Annual Marketing and Communications Plan.
2. Developing and writing of a creative strategy for BJCTA in conjunction with the Plan.
3. Formulating and recommending plans for the marketing, advertising and promotion of assigned products and services.
4. Writing, designing, or otherwise preparing necessary advertising and promotions to implement the Plan, such as brochures, handouts, booklets, displays, interactive and use of PR initiatives.

5. Ordering space, time or other means to be used by BJCTA's advertising, endeavoring to secure the most advantageous rates available.
6. Properly incorporating the approved advertising in mechanical or other form, and forwarding it with proper instructions for the fulfillment of the order.
7. Checking and verifying insertions, displays, broadcasts, on-line components or other means used, to such degree as is usually performed by agencies.
8. Auditing invoices from third parties for advertising space, time preparation and service.
9. Providing proof of publication or broadcast of approved advertising (affidavits, tear sheets, or other).
10. Cooperating with BJCTA's effort to make BJCTA advertising effective and recommending strategy to be employed.
11. Creating and/or providing guidance and assistance to BJCTA staff on the development of collateral materials.
12. Developing and executing niche marketing programs (i.e. all modes of transportation, and special events services) aimed at targeted audiences.
13. Develop a plan for the arrangement of the appearances of Board Members and Executive Director on public affairs programs or interviews with television and radio media at key points throughout the year.
14. Propose an outline of how BJCTA could partner with community and professional organizations and detail the plan of action.
15. Attend regular meetings and planning sessions with BJCTA.
16. Submit the following reports to BJCTA:
 - a. Monthly and/or meeting reports to document completed and upcoming work/projects
 - b. Weekly status reports
 - c. Monthly invoice
 - d. Media clippings and a media log for each advertising component
 - e. Other reports as required

Please note that BJCTA will not pay commission for media purchasing and/or commission on production costs services.

4.0 Definition of Terms.

The terms "Contractor" and "Proposer," used in this specification means the concern or its duly authorized representatives proposing to provide the services covered by the scope of services covered by the scope of services/specifications.

The term "Purchaser" or "BJCTA" or "Recipient" used in this proposal means the Birmingham-Jefferson County Transit Authority or its duly authorized representative having to do with the purchase, inspection, testing, accepting or rejecting of the service called for in the scope of services.

5.0 Type of Contract.

Services covered under this contract are to begin upon Notice of Award. It will be a fixed price contract, not to exceed the submitted proposal amount.

6.0 Certification

Each Proposer will be required to certify, by signing the proposal form, that he is not included on the U.S. Comptroller General's Consolidated List of Persons or Firms Currently Debarred for Violations of Various Contracts Incorporating Labor Standards Provisions.

7.0 Conditional Proposals

Conditional proposals and any proposal taking exception to these instructions or conditions or to the General Conditions or Scope of Work, or to other contract requirements, will be considered non-responsive and shall be rejected.

8.0 Addendum

Any change in these instructions, the General Conditions or Scope of Work, or other requirements will be accomplished by an addendum in writing, sent to all prospective Proposers. All such addenda shall become a part of the contract. Each prospective Proposer is required to acknowledge receipt of all addenda in writing. Failure to acknowledge receipt of all addenda may cause the proposal to be considered non-responsive, and therefore, rejected.

9.0 Equipment

The proposed contractor shall at its own expense furnish all labor, supplies, equipment and machinery necessary to service this contract.

10.0 Work Duties

The Contractor agrees to perform all work as outlined by BJCTA as per attached scope of services, as well as observe BJCTA's legal holidays except when so prevented by an act of God, accident, strike or circumstances beyond control.

11.0 Termination

The Authority shall have the right to terminate this contract by giving the contractor at least thirty (30) days notice in writing of its election to do so. Upon receipt of such notice, the Contractor shall place no further orders for products to be delivered under

this contract or for parts or materials therefore, and shall cancel all such orders then outstanding that the contractor is legally entitled to cancel. In the event of such termination, the contractor shall be entitled to payment for (a) products and services delivered on or before the effective date specified in the notice of termination and accepted by the Authority; (b) all products and services on the effective date designated in the said notice, that are in the process of manufacture and preparation specifically for delivery under the contract; (c) all products, parts and materials and services therefore, that on the effective date specified in the same notice have been ordered specifically for the contract; and (d) orders that the contractor cannot legally cancel, provided that in the case of orders that can legally be cancelled subject to a cancellation charge or penalty, the contractor shall be entitled only to the amount of such charge or penalty. Any claim for payment arising from termination of the contract for the Authority's convenience provided herein shall be paid only if presented to the Authority within ninety (90) days after the effective date specified in the notice of termination.

12.0 Eligibility

In order to be eligible for award of contract, the Proposer must be responsive in complying with all material aspects of this solicitation. In addition the Proposer must be responsible, as a minimum must:

1. Have adequate financial resources or ability to obtain resources as required for performance of the contract
2. Have a satisfactory record of past performance.
3. Have necessary management and technical capability to perform
4. By signing and submitting a proposal, the Proposer certifies that it is not on the United States General Services Administration's "List of Parties Excluded from Federal Procurement Programs."
5. Be qualified as an established firm regularly engaged in the type of business necessary to fulfill the contract requirements.
6. Be otherwise qualified and eligible to receive an award under applicable federal, state and local laws and regulations.

13.0 Inspection

All work equipment and supplies furnished in performance of the attached specifications shall be subject to inspection at any and all times by the Executive Director or his duly authorized representatives.

14.0 Work Hours

The schedule of work hours for accomplishment of this contract shall conform to the requirements of BJCTA. Consultant will arrange schedule with designated BJCTA officials to ensure proper level of security.

15.0 Notice

In any clause or provision of the contract, or any circumstance arising under the contract, that calls for notice to a party to the contract, such notice shall be in writing, addressed as follows:

*Executive Director
Birmingham-Jefferson County Transit Authority
1735 Morris Avenue
Post Office Box 10212
Birmingham, Alabama 35202-0212*

16.0 Personnel

The Contractor represents that he/she has, or will secure at his/her own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with BJCTA. All the services required hereunder will be performed by the Contractor or under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized, if applicable, under state and local law to perform such services. None of the work or services covered by this contract shall be sub-contracted without prior written approval of BJCTA.

17.0 Proposals Received

One (1) original and six (6) copies of sealed proposals will be received by the BJCTA, 1735 Morris Avenue - 2nd Floor, Birmingham, AL 35203 in accordance with these instructions and specifications, until such date and time as indicated within this specification. To be considered, proposals must arrive at BJCTA on or before the date specified in the advertisement. Contractors mailing proposals should allow normal mail delivery time to ensure timely receipt of their proposals. Proposals received prior to the advertised hour of opening will be kept securely sealed. Any proposals received after the time to which reference is made will not be considered and will be returned to the Proposer.

18.0 Withdrawal of Contract Proposals

- a) Proposals may be withdrawn on written request received by BJCTA prior to the time fixed for the proposal opening. The proposal security of any Proposer withdrawing his/her proposal, in accordance with the foregoing condition, will be returned promptly.
- b) No proposal may be withdrawn for a period of ninety (90) days after the time set herein for the public opening and reading of proposals.

19.0 Postponement

BJCTA reserves the right to postpone proposal opening for its own convenience and to reject any or all proposals.

20.0 Approved Equals

Any request for an approved equal must be fully supported with the technical data, test results, or other pertinent information as evidence that the substitute offered is equal to, or better than, the specification requirement. The Proposer must demonstrate the equality of his/her product to BJCTA and must furnish sufficient information to enable BJCTA to determine whether the proposal's product is or is not equal to that specified.

21.0 Award of Contract

- a) The contract will be awarded based upon an evaluation of the proposals received.
- b) BJCTA reserves the right to reject any or all proposals submitted and to waive any formalities when necessary for the protection of the interest of BJCTA. Any such waivers by BJCTA must be in writing and may not otherwise be implied by any action or inaction by BJCTA.
- c) BJCTA reserves the right to issue separate contracts if deemed in the best interest of BJCTA.
- d) BJCTA reserves the right to negotiate with one or all Proposers.
- e) BJCTA reserves the right to cancel solicitation or issue subsequent requests for proposal.
- f) This request for proposal does not commit the BJCTA to award a contract or pay any costs incurred in preparation of a proposal.

22.0 One Proposal Situation

In the event a single proposal is received, BJCTA may conduct a price analysis of the proposal or a cost analysis, or both. A price analysis is the process of examining the proposal and evaluating a prospective price without evaluating the separate cost elements. It should be recognized that a price analysis through comparison to their similar procurements must be based on an established or competitive price of these elements used in comparison. The comparison must be made to a purchase of similar quantity and involving similar specifications. Where a difference exists, a detailed analysis must be made of this difference and costs attached thereto. Where it is impossible to obtain a valid price analysis, it may be necessary for BJCTA to conduct a cost analysis of the proposal price. If only one proposal is received, the sole Proposer must, if a price or cost analysis is conducted, cooperate with BJCTA as necessary in order for its proposal to be considered.

23.0 Knowledge of Conditions

Proposers may make appointments to discuss these specifications. This, however, does not relieve them from the written documented request as required. The Proposer is also

required to examine carefully the specifications and to inform himself thoroughly regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No allowances will be made because of a lack of knowledge of these conditions.

24.0 Tax Exempt

BJCTA is exempt from payment of Federal, State and local taxes, and such taxes must not be included in the proposal price. BJCTA will furnish the successful Proposer the necessary tax-exempt certificates.

25.0 Maintenance of Records

Records must be maintained by the contractor to show actual time involved in accomplishment of the project and costs incurred. The contractor shall maintain all documents, financial records and supportive documents for a period of at least five (5) years after the contract completion date.

26.0 Assignments

The contractor shall not assign this contract, wholly or in part, without the written consent of BJCTA. Any such assignment shall be recognized by BJCTA only after proper written notice have been received, only to the extent permitted by law, and in any event subject to any set-offs that BJCTA shall or may have against the supplier or any intermediate assignor. No assignment shall relieve the contractor of any obligation under this contract.

27.0 Contract Changes

No order for alteration, modification, or extra work which shall increase or decrease the cost of the work. The original proposal cost of work shall be valid unless the resulting increase or decrease in price shall have been agreed upon in writing and approved by BJCTA. No oral statement of any person whosoever shall, in any manner or degree, modify or otherwise affect the terms of this contract or the requirements of the Performance and/or Scope of Services.

28.0 Substitution

Written approval for any proposed substitution must be requested specifically from BJCTA's Procurement Office, Attn: Collina Washington, 1735 Morris Avenue, Birmingham, Alabama 35203.

29.0 Prime Contractor Responsibilities

The selected contractor will be required to assume responsibility for all services offered in his proposal regardless of who provides them. Further, BJCTA will consider the selected contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contractor.

30.0 News Release

News releases pertaining to this RFP will not be made without prior written approval from BJCTA.

31.0 Financial Assistance Grant

The services in the Scope of Services may be purchased with the assistance of an operating grant from the Federal Government under the Federal Transit Administration Act of 1964 as amended. The successful Proposer and all subcontractors will be required to comply with all terms and conditions prescribed for third party contracts in a grant contract between the United States Federal Government and the purchaser. This grant contract is available for examination by prospective Proposers at the Birmingham-Jefferson County Transit Authority, 1735 Morris Ave Birmingham, Alabama 35203.

32.0 Approval of U.S. Department of Transportation

Where required, the award of a contract will be subject to the concurrence of the Federal Transit Administration (FTA).

33.0 Federal Regulations

1. It is required that the attached non-collusion affidavit shall be executed and delivered with the proposal.
2. Proposers must certify that they are not on the U.S. Controller General's list of ineligible Proposers.
3. The bidder shall comply with all applicable Federal, State and local laws and their respective rules and regulations. This compliance shall be at the contractor's expense.

34.0 Separate Contracts

BJCTA reserves the right to issue separate contracts as deemed necessary for BJCTA.

35.0 Competition

The technical portion of this specification is based upon accurate descriptions of the work to be performed and is not intended to contain features that unduly restrict competition.

36.0 Omissions in Specifications

No advantage shall be taken by the Proposer in the omission of any part or detail which goes to make the execution of the service complete even though such part or detail is not named in the Scope of Service.

37.0 Indemnification

The contractor hereby expressly agrees and covenants that it will defend, hold and save harmless and indemnify the officers, servants, agents, and employees of BJCTA and members of the Board of Directors of BJCTA from liability of any nature or kind in connection with the work to be performed hereunder, arising out of any act or omission of the contractor, or of any employee or agent of the contractor, including any person, firm associated with the contractor including any person, firm or corporation having the

status of any independent contractor, or engaged by the contractor to perform any work required by or in connection with the work required by this agreement.

38.0 Loss/Damages

The Contractor shall be responsible for any loss or damage to property including money, documents, securities, fixtures and equipment belonging to BJCTA or any other person or organization to such extent as BJCTA is legally liable for loss or damage, if any such loss or damage was caused by an employee or agent of the Contractor.

39.0 Liability and Insurance

The Contractor shall obtain and keep in force during the entire term, including renewal terms of the contract, general commercial, property damage, and professional and general liability insurance against any and all claims for damages to person or property which may arise out of operations under contract whether such operations be by the Contractor, or subcontractor. The Contractor shall hold BJCTA harmless from and indemnify it against any claims resulting from the action or inaction of the Contractor, its agents or employees in any way related to this contract.

BJCTA shall be named as an additional insured with respect to all such policies, and copies of all policies, and subsequent policy renewals shall be furnished to BJCTA upon request.

All policies shall be an insurance company licensed to do business in the State of Alabama.

At least (7) seven days prior to commencing any operations under the contract, BJCTA must receive an insurance certificate outlying the Contractor's insurance coverage. Said insurance must be provided on a standard "Accord" from, must include BJCTA as an additional insured with respect to the contract, and must provide that coverage shall not be canceled or modified without thirty (30) days prior written notice to BJCTA.

The Contractor shall not commence work under the contract until it has obtained all insurance required and until such policies have been approved by BJCTA. Nor shall the Contractor allow any subcontractor to commence work before insurances have been obtained and approved. Simultaneously with the execution of this transaction, the contractor shall furnish BJCTA with certificates of insurance and any other documents which BJCTA may require, such as copies of policies or endorsements as evidence of compliance with the following insurance requirements:

A. Workers' Compensation

The Contractor shall provide insurance to protect his agents, servants and employees who are now or subsequently become, subject to the Workers' Compensation law, statutory limits of the State of Alabama:

Admitted in Alabama
Employers' Liability

YES
\$500,000

All States Endorsement
Voluntary Compensation

Statutory
Statutory

B. Public Liability and Property Damage

1. The Contractor shall have his/her Public Liability and Property Damage policy endorsed to include the Birmingham-Jefferson County Transit Authority as additionally insured thereunder.
2. The limits of liability of the Public Liability and Property Damage policy shall not be less than the following amounts:
 - (a) \$1,000,000 for bodily injuries to or death of one person in any one occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Products/Completed Operations aggregate shall apply separately to this project/location or the aggregate limit shall be twice the required per occurrence limit.
 - (b) \$500,000 for bodily injuries to or death of two or more persons in any one occurrence.
 - (c) \$100,000 for damage to or destruction of property in any one occurrence.
3. Automobile Liability: Including contractual liability insuring owned, non-owned, hired and all vehicles used by the Contractor with a combined single limit of not less than \$1,000,000 applicable to bodily injury, sickness or death, and loss of or damage to property in any one occurrence.
4. The Contractor shall have attached to said liability policy a Contractual Liability Endorsement containing a specific reference to and designation of this contract.
5. All insurance is to remain in full force and effect until all work under the contract has been satisfactorily completed and accepted by the BJCTA.

C. Errors and Omissions Insurance

- D. Certificate of Insurance** - Certificate of Insurance must be furnished by the Contractor for all required insurance and must be approved by BJCTA in writing before notice to proceed will be given.

E. Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. BJCTA, its subsidiaries, officials and employees are to be covered as additional insureds with respects to liability arising out of the activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to BJCTA, its subsidiaries, officials and employees.
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance with respects to BJCTA its subsidiaries, officials and employees, and shall not be considered contributory insurance with any of the insurance or self-insurance maintain by BJCTA.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to BJCTA, its subsidiaries, officials and employees.
4. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, and has been given to BJCTA.
6. Workers' Compensation and Employer's Liability policies shall contain the inclusion of BJCTA, its Subsidiaries, officials and employees as additional insured, or provide a waiver of subrogation.

F. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retention's must be declared to, and amounts over \$10,000 approved by BJCTA.

G. Acceptability of Insurers

Insurance is to be placed with Alabama admitted insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise approved by BJCTA.

H. Verification of Coverage

Contractor shall furnish BJCTA with original endorsements and certificates of insurance evidencing coverage required by this clause. All documents are to be signed by a person authorized by that insurer to bind coverage on its behalf. All documents are to be received and approved by BJCTA before work commences. As an alternative, the Contractor may provide complete, certified copies of all

required insurance policies, including endorsements affecting the coverage required by these specifications.

I. Subcontractors

Contractor shall include all Subcontractors as insured under its policies or shall furnish separate certificates and endorsement for each Subcontractor. All coverage's for Subcontractor shall be subject to all of the requirements stated herein.

40.0 Assignment of Contract

This contract may not be assigned in whole or in part without the written consent of BJCTA.

41.0 Applicable Law and Venue

The work done by the Contractor in response to these specifications shall be in complete compliance with all applicable Federal, State, and local laws and their respective rules and regulations. This compliance shall be at the contractor's expense.

Venue for any legal action arising out of this contract and between the parties hereto shall be exclusively in Jefferson County, Alabama. The law governing any dispute between the parties to this contract shall be the law of the State of Alabama except insofar as the dispute or a part thereof, is subject to Federal law by preemption.

In the event that the contractor is domiciled in a country other than the United States or is a controlled subsidiary of a company which is domiciled in a country other than the United States and in the future event that any litigation should arise between the parties respecting any matter of fact or law that is international in nature, the venue of litigation with regard thereto shall be in the courts of the State of Alabama or the United States of America, located in the State of Alabama, County of Jefferson.

42.0 Pre-Award Inspections

Pre-award Inspections - The purchaser reserves the right to perform a pre-award inspection of any Proposer. The purpose of the evaluation will be to assure that the following items, if applicable to the stated services, exist:

1. Service personnel to satisfy any service problems that may arise during the warranty period.
2. The necessary facilities and financial resources, or the capability to obtain such facilities and resources, to complete the contract in a satisfactory manner within the required time.
3. Adequate quality control to assure that workmanship will comply with the specifications.

43.0 Terms of Payment

Payment shall be made within thirty (30) days of full acceptance of each vehicle. BJCTA is not liable for any costs incurred by the contractor prior to issuance of a contract.

44.0 Warranties

The Contractor shall assume responsibility for the services whether the same are made by the Contractor or purchased from an outside source. Specifics regarding this provision are discussed in greater detail in Part D - Warranty of this solicitation.

45.0 Proposal Familiarity

Each Proposer shall thoroughly examine and be familiar with all the contract documents, including, but not limited to, the legal and procedural documents, proposal conditions, scope of work and addenda, if any, as well as any related requirements of these proposal conditions and scope of services. The submission of a proposal shall constitute an acknowledgement that the Proposer has thoroughly examined and is familiar with the contract documents and scope of services in every detail.

46.0 Breach of Contract

DEFAULT:

1. BJCTA may, subject to paragraphs 2 and 3 below, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to
 - (a) deliver the contracted for services within the time specified in the contract or any written extension thereof;
 - (b) deliver services in conformity with the specifications of the contract, or
 - (c) perform any of the other provisions of the contract.
2. BJCTA's right to terminate this contract under paragraphs 1(b) and 1(c) above may be exercised if the Contractor does not cure such failure within ten (10) days (or more if authorized in writing by the BJCTA Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure.
3. If BJCTA terminates the contract in whole or in part, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, services similar to those terminated and the Contractor will be liable to BJCTA for any excess costs for those services. However, the Contractor shall continue the work not terminated.
4. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts

of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargo, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the contractor.

5. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and Subcontractor, and without the fault of negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.
6. If the contract is terminated for default, BJCTA may require the Contractor to transfer title and deliver to BJCTA, as directed by the BJCTA Procurement Manager, any and all material parts that the Contractor has specifically produced or acquired for the terminated portion of the contract. Upon direction of the Procurement Manager, the Contractor shall also protect and preserve property in its possession in which BJCTA has an interest.
7. The rights and remedies of BJCTA in this default clause are in addition to any other rights and remedies by law or under the contract.

43.0 PROTESTS

The purpose of this protest provision is to establish procedures for processing pre proposal evaluation complaints of an interested party on the award of a contract or specification and requirements.

Filing Instructions

A protest must be submitted in writing and include the following information:

1. The name and address of the protester.
2. The name and telephone number of the protester contact.
3. A complete statement of the grounds of the protest with full documentation of the protester's claims.

This information must be submitted to the BJCTA's Executive Director who will act as the contact point for all protests.

Review of Protests

BJCTA shall establish a committee to review and evaluate a protest. This committee shall be appointed by the Executive Director and shall include, but not be limited to the following:

1. Chief Financial Officer

2. Director of Administration & Risk Manager
3. Planning Manager

The Executive Director may, at his discretion, appoint other staff as members to this committee based on their technical expertise or special knowledge of the procurement.

Upon receipt of a protest, the Executive Director shall notify the protest committee and establish a time for a committee meeting that will be held no later than two (2) working days after receipt of the protest. This committee shall evaluate the material provided by the protester and shall prepare a written recommendation for the Executive Director concerning the validity of the protest and if appropriate, any corrective action to be taken.

If the initial procurement has been acted upon by the BJCTA Board of Directors, the recommendation of the staff shall be reported to the Board and the Board will issue a decision and authorize the staff to take corrective action, if necessary. In all other cases the Executive Director will make the final decision.

Time for Filing

- (a) Any potential Proposer believing that the proposal documents or drawings contain restrictive specifications or any other improprieties regarding the solicitation for proposals may file a protest with BJCTA which shall be received by BJCTA not later than seven (7) working days prior to the proposal opening and shall contain all reasons for the protest. The Authority will respond to the protest within five (5) working days of receipt of the protest, and the protester will have five (5) working days to appeal BJCTA's initial response to the Authority. Once an appeal has been received, the Authority will render its final decision in writing within ten (10) working days.
- (b) Protests received before contract award will be responded to by the Authority within five (5) working days upon receipt of the protest by the Chairman of the Board. The protester will have five (5) working days to appeal the Authority's initial response to the Authority. Once an appeal has been received, the Authority will render its final decision in writing within ten (10) working days.
- (c) Protests filed after contract award must be received by the Authority within five (5) working days after notification of award. The Authority will respond within five (5) working days following the next scheduled BJCTA Board meeting provided the protest is received at least ten (10) working days before the next Board meeting. If the protest is received less than ten (10) working days before a board meeting, the response to the protest shall be received by the protestor within five (5) working days after the next scheduled Board meeting. The protestor will have five (5) working days to appeal the Authority's initial response to the Authority. Once an appeal has been received, the Authority will render its final decision in writing within ten (10) working days.

In all cases, if deadlines are not met, BJCTA will proceed with awards.

- (d) Protestors dissatisfied with the Authority's final decision may utilize the appeal procedure set forth in FTA Circular 4220.1F.

SECTION C – GENERAL CONDITIONS

Pursuant to Federal, State, and local law, the Contractor agrees to comply with all applicable provisions of Federal, State, and local laws, regulations, and FTA directives. The terms of the most recent amendment to any Federal, State, or local laws, regulations, FTA directives, and amendments to the grant cooperative agreement that may be subsequently adopted, are applicable to the Project to the maximum extent feasible, unless FTA provides otherwise in writing.

- 1.0 Documentation of Project Costs.** All costs charged to the Project, including any approved services contributed by BJCTA or others shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges.
- 2.0 Audit and Inspection.** The contractor shall permit the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts pertaining to such contracts with regard to the Project.
- 3.0 Prohibition against Use of Federal Funds for Lobbying.** The Contractor shall not use Federal assistance funds for publicity or propaganda purposes designed to support or defeat legislation pending before Congress.
- 4.0 Equal Employment Opportunity.** The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex, age, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. All Contractors must insert this clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials.
- 5.0 Small, Minority and Women's Business Enterprise/Disadvantaged Business Enterprise.**
 - a. **Policy.** It is policy of the Department of Transportation that Disadvantaged Business Enterprises (DBE), as defined in 49 C.F.R. Part 26, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this agreement. Consequently, the DBE requirements of 49 C.F.R. Part 26 applies to this agreement.
 - b. **DBE Obligation.** The recipient and its contractors agree to ensure that disadvantaged business enterprises as defined in 49 C.F.R. Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided

under this agreement. In this regard all recipients and contractors shall take all necessary and reasonable steps in accordance with 49 C.F.R. Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts assisted by the Department of Transportation.

In connection with the performance of this contract, the bidder will cooperate with BJCTA in meeting his/her commitments and goals with regard to the maximum utilization of small business enterprises owned and controlled by socially or economically disadvantaged individuals. BJCTA will take steps to assure that DBE's have the opportunity to bid on this project and that majority bidders will use their best efforts to ensure that DBE's have the maximum practicable opportunity to compete for subcontract work under this contract.

BJCTA's goal is 15% of the total bid amount to be expended with small business concerns owned and controlled by socially and economically disadvantaged individuals (DBE's) as defined by Section 8(d) of the Small Business Act (15 U.S.C. Section 637 (d)). The bidder must demonstrate ability to attain each of these minimum amounts or a good faith effort to do so.

The bidder shall submit a "DBE Utilization Commitment" form showing each DBE to be utilized. If the bidder will be subcontracting less than the stated goal with DBEs then the bidder must complete a "Schedule of DBE Unavailability" form and demonstrate a good faith effort to achieve the goals. Any bidder responding as a small business firm owned and controlled by a socially or economically disadvantaged individual or individuals, must complete a copy of BJCTA's certification form. Copies of all of these forms are included as a part of the RFP.

Contractors and subcontractors shall note that failure to carry out the requirements set forth in 49 C.F. R. 26.43 (a) shall constitute a breach of contract and, may result in termination of the Agreement.

- 6.0 Title VI Civil Rights Act of 1964.** All contractors must comply with all requirements of Title VI of the Civil Rights Act of 1964 (49 U.S.C. 2000d), the regulations of the Department of Transportation set forth at C.F.R. Part 21, and the Assurance by BJCTA pursuant thereto.
- 7.0 Interest of Members of or Delegates to Congress.** No member of or delegates to the Congress of the United States shall be admitted to any share or part of this Project or to any benefit therefrom.

- 8.0 Non-construction Contracts.** The requirements of the clauses contained in 29 C.F.R. 5.5 (b) or paragraphs (10) through (13) of Section 112.a of Part II Terms and Conditions of the Federal Transit Administration Agreement, are applicable in any contract subject only to the contract work hours and safety standards act and not to any of the other statutes cited in 29 C.F.R. 5.1. The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all employees working on the contract. Such records shall contain the correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the contractor and/or subcontractor for inspection, copying, or transcription by authorized representatives of FTA, DOT, or the Department of Labor, and the contractor and subcontractor will permit such representatives to interview employees during working hours on the job.
- 9.0 State and Local Government Employees.** The provisions of the Fair Labor Standards Act, as amended by Pub. L. 99-150, November 13, 1985, or as may be amended further, are applicable to State and local government employees that participate in the FTA assisted project with the Recipient.
- 10.0 Environmental Policy.** The National Environmental Policy Act of 1969, as amended, 42 U.S.C. 4321 et seq.; Section 14 of the Federal Transit Administration Act of 1964, as amended, 49 U.S.C. 1601 et seq.; the Council on Environmental Quality regulations set forth at 40 C.F.R. Part 1500; and the FHWA/FTA regulation, "Environmental Impact and Related Procedures," set forth at 23 C.F.R. Part 771 are applicable to FTA assisted projects of BJCTA.
- 11.0 Compliance with Environmental Standards.** Contractors must comply with all applicable standards, orders, or requirements issued pursuant to Federal statute or regulation. The recipient and any third party contractor thereof shall be responsible for reporting any violations to FTA and to the EPA Assistant Administrator for Enforcement.
- 12.0 Air Pollution.** 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. The Contractor agrees to report each violation to the BJCTA and understands and agrees that the BJCTA will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA regional office
- 13.0 Clean Water Requirements.** 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. The contractor agrees to report each violation to the BJCTA and understands and agrees that the BJCTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA regional office.

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

15.0 Energy Conservation. BJCTA and its third party contractors shall recognize 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. 6321 et seq.

16.0 Patent Rights. If any invention, improvement, or discovery of the Recipient or any of its third party contractors is conceived or first actually reduced to practice in the course of or under this Project, which invention, improvement, or discovery may be patentable under the laws of the United States of America or any foreign country, BJCTA shall immediately notify the Government (FTA) and provide a detailed report. The rights and responsibilities of BJCTA, third party contractors and the Government with respect to such invention, improvement, or discovery will be determined in accordance with applicable Federal laws, regulations, policies, and any waiver thereof.

17.0 Rights in Data.

1. The term "subject data" as used herein means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this Agreement. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term does not include financial reports, costs analysis, and similar information incidental to contract administration.
2. All "subject data" first produced in the performance of this Agreement shall be the sole property of the Government. BJCTA agrees not to assert any rights at common law or equity and agrees not to establish any claim to statutory copyright in such data. Except for its own internal use, BJCTA shall neither publish nor reproduce such data in whole or in part, or in any manner or form, nor authorize others to do so, without the written consent of the Government until such time as the Government may have released such data to the public; this restriction, however, does not apply to Agreements with academic institutions.

3. BJCTA agrees to grant and does hereby grant to the Government and to its officers, agents, and employees acting within the scope of their official duties, a royalty-free, non-exclusive, irrevocable license throughout the world:
 - a. To publish, translate, reproduce, deliver, perform, use and dispose of, in any manner, any and all data not first produced or composed in the performance of this agreement but which is incorporated in the work furnished under this Agreement; and
 - b. To authorize others to do so.
4. BJCTA shall indemnify, save and hold harmless the 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 BJCTA of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this Agreement.
5. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.
6. Part II, subsections 115.c and 115.d of the "Federal Transit Administration Agreement, Terms and Conditions" are not applicable to material furnished to BJCTA by the Government and incorporated in the work furnished under the contract; provided that such incorporated material is identified by BJCTA at the time of delivery of such work.
7. In the event that the Project, which is the subject of this Agreement, is not completed, for any reason whatsoever, all data generated under that Project shall become subject data as defined in Part II, subsection 115.a of this Agreement and shall be delivered as the Government may direct.

18.0 No Government Obligation to Third Parties.

1. The BJCTA and the 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 BJCTA, contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
2. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is

further agreed that the classed shall not be modified, except to identify the subcontractor who will be subject to its provisions.

19.0 False or Fraudulent Statements.

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulation, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its action 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, pertinent 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 make, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certifications, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1985 on the Contractor to the extent the Federal Government deems appropriate.
2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C 5307, the Government reserves the right to impose the penalties of 18 U.S. C 1001 and 49 U.S.C. 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
3. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

20.0 Termination. The BJCTA may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Governments 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 the BJCTA to be paid to the Contractor.

21.0 Cargo Preference-Use of United States-Flag Vessels. The Contractor agrees

1. to utilize privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this section, to the extent

such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.

2. to furnish within 30 days following the date of loading for shipments originating within the United States, or within 30 days following the date of loading for shipment originating outside the United States, a legible copy of a rated, "On-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) above to the recipient (through the prime contractor in the case of subcontractor bills-of-lading) and to the division of National Cargo, Office of Market Development, Washington, D.C. 20590, marked with appropriate identification of the project.

22.0 Buy America. All contractors must comply with Section 165 of the Surface Transportation Assistance Act of 1982, Public Law 97-424, 49 U.S.C. 1601 note (Buy America provision), and FTA to implement this statutory provision. Each party contract resulting from a solicitation issued on or after April 2, 1987, shall conform to the requirements of the Surface Transportation and Uniform Relocation Assistance Act of 1987, Public Law 100-17, 337, April 2, 1987, and any implementing regulations issued thereunder.

23.0 Incorporation of Federal Transit Administration (FTA) Terms. The preceding provision includes, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provision required by DOT, as set forth in FTA Circular 4220.1F dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any BJCTA requests which would cause BJCTA to be in violation of FTA terms and conditions.

SECTION VII

REQUIRED FORMS & CERTIFICATIONS

ATTACHMENT A

PROPOSAL FORM

TO: Birmingham-Jefferson County Transit Authority

The company listed on the attached cover sheet hereby submits its offer as indicated below in accordance with the terms of the Notice to Proposer, The Scope and General Conditions, Technical Specifications and Warranty Specifications, the FTA or Federally Required or Recommended Provisions, and all provisions contained in this solicitation, all of which have been furnished to the Proposer. If this proposal is accepted, this document and the referenced proposal documents shall constitute the entire agreement between the parties, and no changes will be recognized unless the parties agree in writing.

Each offer shall be made in accordance with the specifications or approved equals as described in the contract documents identified herein. I have carefully examined the Request for Proposal (RFP) and have informed myself thoroughly regarding any and all conditions and requirements of the solicitation. Any additional information that is requested in the RFP is attached hereto.

Company

Authorized Signature

Address

Typed/Printed Name

City/State/Zip Code

Title

Phone

Date

All applicable costs should be built into Proposal. BJCTA assumes no responsibility for costs incurred in proposal preparation. BJCTA has the right to reject any and all proposals as deemed in the best interest of the BJCTA.

ATTACHMENT A-1

PRICING PROPOSAL

Please provide an example of a projected budget allocation for one (1) year based on a “typical” media and PR campaign. The breakdown is intended to provide an idea of expectations for budget considerations. Agency fees will be used for direct comparisons for the purpose of helping to choose an agency of record. Production and media allocations will be used for strategic comparisons. Please note that agency fee structure and payment terms will be considered fixed and will remain the same for each year during the contract period.

Budget must be divided in the following fashion:

1. Media Purchases (no commission): % recommended
2. Production Costs (no commission): % recommended
3. Agency Fee Structure. Please provide as either
 - a. % of overall (non-media) budget, or
 - b. A fixed dollar amount per year, or
 - c. Other (explain)

Please note that payment terms will be net 30.

ATTACHMENT B

This form must be used for requested clarifications, changes, substitutes or approval of items equal to items specified with a brand name, and must be submitted as far in advance of the Due Date.

[illegible]

ATTACHMENT C
ACKNOWLEDGMENT OF ADDENDA

The following form shall be completed and included in the Proposal.

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 Offer.

ACKNOWLEDGMENT OF ADDENDA

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

Addendum No.	,	Dated	
Addendum No.	,	Dated	
Addendum No.	,	Dated	
Addendum No.	,	Dated	
Addendum No.	,	Dated	
Addendum No.	,	Dated	
Addendum No.	,	Dated	
Addendum No.	,	Dated	

Offeror:

Name

Street Address

City, State, Zip

Signature of Authorized Signer

Title

Phone

ATTACHMENT D
AFFIDAVIT OF NON-COLLUSION

I hereby swear (or affirm) under penalty or perjury:

1. That I am the bidder (if the bidder is an individual), a partner of the bidder (if the bidder is a partnership), or an officer or employee of the bidding corporation, having authority to assign on its behalf (if the bidder is a corporation); and
2. That the attached bid or bids have been arrived at by the bidder independently, and have been submitted without collusion with, and without any agreement, understanding or planned common course of action with any other vendor of materials, supplies, equipment or services described in the request for proposal, designed to limit independent bidding or competition; and
3. That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the proposal or proposals, and will not be communicated to any such person prior to the official opening of the proposal or proposals; and
4. That no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____; and
5. That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

The _____ hereby certifies that it is/ is not included on the United States Comptroller General's consolidated list of persons or firms currently debarred for violations of various public contracts incorporated labor standards provisions.

Authorized Signature

Printed or Typed Name of Affiant

Firm Name

Firm's Employee Identification Number

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

Notary Public

My Commission expires _____, 20 _____.

ATTACHMENT E
BUY AMERICA CERTIFICATION CERTIFICATE OF COMPLIANCE

To: Birmingham-Jefferson County Transit Authority

In accordance with Section 165 of the Surface Transportation Assistance Act of 1982, Public Law 97-424, Parts 660-661, and implementing guidelines and regulations, the bidder hereby certifies that all steel, cement, and manufactured products used in connection with this contract are produced and assembled in the United States.

Listed below are end products that are of foreign or unknown origin (end items considered to have been minded, produced, or manufactured outside the United States) that does not comply with the requirements of Section 165 and the regulations as set forth. For each item listed, I have submitted to the Birmingham-Jefferson County Transit Authority an application for exception and will abide by the decision for granting or denying the request.

Certificate of Compliance

The Offeror hereby certifies that it will comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C), Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 C.F.R. 661.11 and any implementing guidance FTA may issue:

Authorized Signature: _____

Title: _____

Company Name: _____

Date: _____

Certificate of Non-Compliance

The Offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. Section 5323(j)(2)©, Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirements consistent with 49 U.S.C. Sections 5323(j)(2)(B) or (j)(2)(D), Sections 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 C.F.R. 661.7:

Authorized Signature: _____

Title: _____

Company Name: _____

Date: _____

ATTACHMENT F
DEBARMENT AND SUSPENSION CERTIFICATION

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

If the prospective Offeror is unable to certify to the statement above, it shall attach an explanation, and indicate that it has done so, by placing an "X" in the following space: _____.

THE OFFEROR, _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND EXPLANATION, IF ANY. IN ADDITION, THE OFFEROR UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 U.S.C. §§ 3801 ET. SEQ. APPLIES TO THIS CERTIFICATION AND EXPLANATION, IF ANY.

Signature of the Offeror's Authorized Official

Name and Title of the Offeror's Authorized Official

Date

ATTACHMENT G

MANUFACTURER'S SELF-CERTIFICATION OF COMPLIANCE WITH FEDERAL MOTOR VEHICLE SAFETY STANDARDS

On behalf of the manufacturer of the vehicles and parts to be provided under this contract, I certify that such equipment complies with the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in 49 CFR Part 571, and any other applicable federal or Alabama regulations.

Signature

Type Name and Title

Type Manufacturer's Name

Date

ATTACHMENT H
CONFLICT OF INTEREST STATEMENT

Proposers shall provide a list of all entities/individual(s) with which it has relationships that create, or would appear to create, a conflict of interest with the work that is contemplated by this RFP. The list should indicate the name of the entity/individual, the relationship to the Proposer, and a discussion of the conflict.

Because Final Award of this RFP will be decided upon by the Birmingham-Jefferson County Transit Authority's Board of Directors, a listing of its members has been included below. Please also provide a description of relationships with any or all Board Members that would create, or would appear to create, a conflict of interest.

BOARD MEMBER	MEMBER ENTITY
Frank C. Galloway, Jr., Esq.	City of Mountain Brook
Brian Hamilton	City of Birmingham
Walter R. Jones	City of Homewood
Johnnye P. Lassiter	City of Bessemer
Chris Lewis	City of Birmingham
Ronald Lyas	City of Birmingham
Doris Powell	City of Birmingham
Guin Robinson	City of Birmingham
Rev. Patrick Sellers	Jefferson County

I hereby disclose the following persons, entities, or interests and with which there is an interest or involvement that may result in an actual or potential conflict of interest, directly or indirectly:

Witness

Signature

Title

Date

ATTACHMENT I LOBBYING CERTIFICATION

The Offeror certifies, to the best of its knowledge and belief, that:

- (1) 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 a Federal department or agency, a Member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a Member of the U.S. 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 thereof.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to 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 instruction, as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

THE OFFEROR, _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND DISCLOSURE, IF ANY. IN ADDITION, THE OFFEROR UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 U.S.C. §§ 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND DISCLOSURE, IF ANY.

Signature of the Offeror's Authorized Official

Name and Title of the Offeror's Authorized Official

Date

Note: The filing of Standard Form LLL (Rev. 7-97, OMB 0348-0046) and full disclosure is required pursuant to 31 U.S.C. section 1352 for each instance described above, whether or not federal monies are used. The information requested through this certification is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance is placed by the Birmingham-Jefferson County Transit Authority when the transaction referred to in this solicitation is made or entered into.

GOOD FAITH EFFORT
(For information only – NOT TO BE RETURNED)

1. BJCTA has established a 15% overall goal to be expended with DBE's. Therefore a Proposer must, in order to be responsible and responsive, make a good faith effort to meet the goal. The Proposer can meet this requirement in either of two ways. First, the Proposer can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the Proposer can document adequate good faith efforts. This means that the Proposer must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part, which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.
2. BJCTA will use the good faith efforts mechanism as required by 49 CFR Part 26. It is up to BJCTA to make a fair and reasonable judgment whether a Proposer that did not meet the goal made adequate good faith efforts. BJCTA will consider the quality, quantity, and intensity of the different kinds of efforts that the Proposer had made. The efforts employed by the Proposer should be those that one could reasonably expect a Proposer to take if the Proposer were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract requirements. As emphasized by the Alabama Department of Transportation, BJCTA's determination concerning the sufficiency of the firm's good faith efforts is a judgment call: meeting quantitative formulas is not required.
3. BJCTA will not require that a Proposer meet a contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a contract, even though the Proposer makes an adequate good faith effort showing. The rule specifically prohibits BJCTA from ignoring bona fide good faith efforts.
4. The following is a list of types of actions that BJCTA will consider as part of the Proposer's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.
 - a. Soliciting through all reasonable and available means (e.g. attendance at pre-proposal meetings, advertising and written notices) the interest of all certified DBE's who have the capability to perform the work of the contract. The Proposer must solicit this interest within sufficient time to allow the DBE's to respond to the solicitation. The Proposer must determine with certainty if the DBE's are interested by taking appropriate steps to follow up initial solicitations.
 - b. Selecting portions of the work to be performed by DBE's in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.

- c. Providing interested DBE's with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- d. Negotiating in good faith with interested DBE's. It is the Proposer's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBE's that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBE's to perform the work.

A Proposer using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBE's is not in itself sufficient reason for a Proposer's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the Proposer of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBE's if the price difference is excessive or unreasonable.

- e. Not rejecting DBE's as being unqualified without sound reasons based on a thorough investigation of their capabilities.

ATTACHMENT J
DBE Letter of Intent

To: _____
(Name of Prime Proposer)

The undersigned intends to perform work in connection with the above project as a DBE in the following capacity (check one):

- | | |
|--------------------------------------|--|
| ☐ Individual | ☐ Corporation |
| ☐ Partnership | ☐ Joint Venture |

The Disadvantaged Business status of the undersigned is confirmed:

- (a) On the reference list of Disadvantaged Business Enterprises dated _____, or
(b) On the attached Disadvantaged Business Enterprise Identification Statement.

The undersigned is prepared to perform the following work in connection with the above project (*specify in detail the particular work items or parts thereof to be performed*):

At the following price: \$ _____

You have projected the following commencement date for such work, and the undersigned is projecting completion of such work as follows:

Items	Projected Date of Commencement	Projected Date of Completion

The above work will not be sublet to a non-Disadvantaged Business Enterprise at any tier. The undersigned will enter into a formal agreement for the above work with you, conditioned upon your execution of an agreement with BJCTA.

Date _____
Name of Disadvantaged Business Enterprise

By _____

ATTACHMENT K
DBE AFFIDAVIT
(To be completed by the DBE)

STATE OF _____ (DATE _____)
COUNTY OF _____

The undersigned being duly sworn, deposes and says that he/she is the (*sole owner, partner, president, treasurer or other duly authorized official of a corporation*) _____ of (*Name of Company*) _____ and certifies that since the date of its certification by the Alabama Department of Transportation or other state DOT, the certification has not been revoked nor has it expired nor has there been any change in the minority status of (*Name of DBE*) _____.

(Signature and Title of Person Making Affidavit)

Sworn to before me this _____ day of _____, 20____

(Notary Public)

NOTE: The Offeror must attach the DBE's most recent certification letter or document to this affidavit.

ATTACHMENT L
DBE UNAVAILABLE CERTIFICATION

I, _____, _____ of
(Name) (Title)

_____ certify that on _____ I contacted _____
(Name/Prime Contractor) (Date) (Company)
the following Disadvantaged Business Enterprise to obtain a proposal/bid for the following work items.

Disadvantaged Contractor	Work Items Sought	Form of Proposal or Bid Sought (Unit price, materials & labor, labor only, etc.)

To the best of my knowledge and belief, said Disadvantaged Business Enterprise was unavailable for work on this project, or unable to prepare a proposal/bid for the following reason(s):

Signature: _____ Date: _____

_____ was offered an opportunity to bid on
(Name of Disadvantaged Business Enterprise)
the above identified work on _____ by _____
(Date) (Source)

The above statement is a true and accurate account of why I did not submit a proposal/bid on this project.

(Signature of Disadvantaged Business Enterprise) (Date)

(Title)

VENDOR REGISTRATION FORM
(This Form Must Be Received Prior To Proposal Submission)

RFP or IFB Number: RFP 09-01

RFP or IFB Description: Advertising and Public Relations

Company Name/Vendor: _____

Contact Person: _____

Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Office Number: () _____

Fax Number: () _____

Cell Number: () _____

Email Address: _____

Website: _____

Product/Service: _____

NAICS Codes: _____

Fax To: **BJCTA**
Attn: Collina Washington, Manager of Procurement
(205) 252-7633 Fax
or

Email To: cwashington@bjcta.org



CHECKLIST

The following items must be included in your proposal in order to receive consideration. Federal and State Regulations mandate that these forms be filled out properly. Failure to complete all forms included in this package may result in your Bid being ruled non-responsive. Non-Responsive Bids will not be awarded the contract.

If a form does not apply to your business or bid, please mark the form "Not Applicable," or some other similar wording at your discretion. Please also sign and date the form. **No proposal shall be considered unless it contains all executed certifications.**

☐ Vendor Registration Form (to be submitted prior to proposal submission)

(Date Faxed or Emailed) _____

- ☐ **Attachment A** Bid Form
- ☐ **Attachment B** Request for Change or Approved Equal
- ☐ **Attachment C** Acknowledgment of Addenda
- ☐ **Attachment D** Affidavit of Non-Collusion
- ☐ **Attachment E** Buy America Certificate
- ☐ **Attachment F** Debarment and Suspension Certification
- ☐ **Attachment G** Manufacturer's Self-Certification of Compliance with Federal Motor Vehicle Safety Standards
- ☐ **Attachment H** Conflict of Interest Statement
- ☐ **Attachment I** Lobbying Certification
- ☐ **Attachment J** DBE Letter of Intent
- ☐ **Attachment K** DBE Affidavit
- ☐ **Attachment L** DBE Unavailable Certification