

Bloomington Public Transportation Corporation

Request for Proposals

Facility Condition Assessment Study



Bloomington Transit

October, 2018

Bloomington Public Transportation Corporation
130 W. Grimes Lane
Bloomington, IN 47403
(812) 332-5688
(812) 332-3660 fax

**BLOOMINGTON PUBLIC TRANSPORTATION CORPORATION
FACILITY CONDITION ASSESSMENT STUDY**

REQUEST FOR PROPOSALS (RFP)

1. GENERAL

Date of issue: October 17, 2018

Proposal due date: November 9, 2018, 4:00 P.M.

Contracting agency: Bloomington Public Transportation Corporation (BPTC)
130 W. Grimes Lane
Bloomington, Indiana 47403

Funding: This project is financed through grants from the Federal Transit Administration, and any contract entered into is subject to the provisions of applicable laws governing that grant. The successful proposer and all subcontractors shall be required to comply with all applicable federal, state, and local laws and regulations. Federally required contract clauses are included in Appendix A.

2. NOTICE TO PROPOSERS

Proposals will be received by the Bloomington Public Transportation Corporation (hereafter BPTC) for the provision of professional services in the form of a Facility Condition Assessment Study. Such proposals shall be received by BPTC, 130 W. Grimes Lane, Bloomington, Indiana, 47403, until 4:00 P.M. local time, on November 9, 2018, at which time and place all proposals will be publicly opened. The Request for Proposals (RFP) document can be obtained at the above address. Any requests for exceptions to the Request for Proposals document must be received by BPTC by October 31, 2018, at 4:00 p.m., local time. Such requests for deviation shall be subject to approval of the BPTC. Otherwise, it shall be construed that items offered are in strict compliance with the Request for Proposals documents and the successful offeror will be held responsible for meeting all aspects of the RFP. The BPTC reserves the following rights: to waive clarifications and exceptions in awarding a contract in the best interest of the BPTC, to accept or reject any or all proposals, to waive any or all irregularities, and to award the contract to the responsive and responsible offeror whose proposal is determined by the BPTC to be in its best interest.

Bloomington Public Transportation Corporation

3. BACKGROUND

Bloomington Public Transportation Corporation (BPTC) is a public transportation corporation established under Indiana law to provide fixed route and demand response transit service to the City of Bloomington. BPTC operates out of two facilities, its Downtown transit center hub and its Grimes Lane maintenance & administration building. The purpose of this request for

proposals (RFP) is to select a qualified firm to conduct a comprehensive assessment of BPTC's maintenance & administration facility located at 130 W. Grimes Lane in Bloomington Indiana. This assessment will be used by BPTC to plan and budget for repair and replacement of key elements of the facility in future years.

BPTC's maintenance & administration facility is located at 130 W. Grimes Lane in Bloomington, Indiana. The \$6.25 million facility opened in the spring of 1997 and has approximately 70,000 square feet under roof, including the canopied bus storage area which constitutes much of this square footage. The facility is shared with Indiana University Campus Bus. BPTC owns the facility and IU owns the land. Together, IU Campus Bus and BPTC operate a fleet of over 70 buses and vans maintained and stored at this facility. BPTC contracts with an independent contractor to provide facility preventative maintenance services and technical support.

The Grimes Lane facility is comprised of an administration building, a maintenance building, a canopied bus storage area, and a canopied fueling island. Features of the facility include the following:

- Nine (9) vehicle service bays with overhead doors
- Two (2) wash bays with four (4) overhead doors
- Four (4) hydraulic vehicle hoists (lifts)
- Two (2) vehicle service pits
- Fire alarm and suppression system
- Quincy Air Compressor & Dryer
- Ingersoll Rand Air Compressor & Dryer
- Trane Air Conditioning Unit (2 Circuit)
- Trane Air Handler Unit (7.5 hsp)
- One (1) Cleaver Brooks Boiler
- One (1) Crest Boiler
- State Hot Water Boiler (gas)
- AO Smith Hot Water Boiler (electric)
- Four (4) Bell & Gossett Pumps
- Twelve (12) VAV Boxes
- Thirteen (13) Exhaust Fans
- Twenty-six (26) Propeller UH's
- Four (4) Fan Coil UH's
- Six VFD Drives
- Trane Forced Air Furnace
- Trane Rooftop A/C Unit
- Backflow Preventers
- Water Treatment System
- Ross and White Gantry Bus Washer
- Bus Washer Water Softener System
- Bus Vacuum System
- Emergency Generator

- Nine (9) upgraded maintenance bay bus exhaust systems
- Two (2) 10,000 gal diesel fuel storage tank
- 3,000 gal unleaded fuel storage tank
- Three (3) oil/water separator units
- Concrete and asphalt paving
- Fencing and gates
- Interior and exterior security camera system
- Exterior lighting on building and in parking areas
- Lighting under the bus canopied parking area

4. EXISTING CONDITIONS

BPTC’s Grimes Lane facility has been in operation for over twenty years, and some of its systems and components have begun to approach or exceed their expected service life. In order to more reliably plan for budgetary expenditures in the coming years BPTC seeks a comprehensive assessment detailing the remaining service life of major building elements along with reliable estimates for expected replacement or renovation costs.

Some of the facility’s major elements or sub-elements requiring replacement or renovation in the coming years have already been identified. The flat membrane roofs of both the administration and maintenance buildings are in their original state, and both have experienced leaking problems during heavy rain events in recent years. The three (3) oil/water separators located throughout the bus maintenance grounds are original to the site and show extensive wear. The concrete throughout the maintenance grounds shows areas of subsidence and extensive cracking in some areas. The automated bus washer is approaching the end of its expected service life. The interior wall paint of the maintenance building shows extensive aging and accumulation of dirt. The four (4) hydraulic bus lifts have been recently renovated including replacement of frame concrete and metal frames. Interior temperature control in the office area is zoned in large areas and individualized temperature control in offices is quite limited. Finishes on exterior parking lot light poles are greatly worn. Fencing is deteriorating in certain areas. Fuel dispensers are original and showing age and great amounts of wear. The current IT server room space is insufficient given modern day IT space needs.

5. SCOPE OF WORK

The Proposer selected through this RFP shall conduct a comprehensive assessment of the Grimes Lane maintenance & administration facility. To conduct the comprehensive facility assessment, the Selected Proposer shall select and identify a project manager who will serve as the primary point of contact for the duration of the project. Required services shall include, but are not limited to:

1. Identify and document the current condition and predicted remaining service life of each major facility element and/or sub-element.
2. Score each major element according to the Scoring Criteria table below; compile element and sub-element scores to produce overall facility score.

3. Forecast the replacement and/or renovation costs for each major facility element and sub-element.
4. Recommend corrections for all deficiencies.
5. Provide an assessment of current Grimes Lane preventative maintenance program; provide recommendations to enhance the effectiveness of the program.
6. Provide a suggested priority list and/or timeline to accommodate the recommended replacements or repairs including costs.

To complement the assessment, the selected Proposer shall meet with BPTC and IU Campus Bus staff to identify known facility issues and reliable information detailing previous maintenance and renovations. The facility assessment shall include thorough inspections of the following elements and sub-elements:

- A. Shell** | structural frame, columns, pillars, walls, metal siding, roof, gutters, skylights, windows, downspouts, interior and exterior masonry
- B. Interiors** | walls, doors, stairs, ladders, finishes, lighting, flooring, kitchenette area, storage rooms, server room, interior office painting
- C. Plumbing** | fixtures, water distribution, sanitary waste, rain water drainage, oil/water separators, backflow preventers, floor drains
- D. Heating, Ventilation, Air-Conditioning** | energy supply, heat generation and distribution systems, cooling generation and distribution systems, controls and instrumentation, vents
- E. Fire Protection** | Sprinklers, standpipes, hydrants
- F. Electrical** | electrical service and distribution, lighting & branch wiring, communications & security, lighting protection, emergency lighting, interior and exterior lighting
- G. Equipment** | hydraulic lifts, bus washing systems, air compressors, fuel dispensers and piping, bus vacuum system, steam cleaning equipment, tire changing equipment
- H. Site** | parking lot surfaces, maintenance grounds surfaces, fuel tanks, fencing, landscaping & irrigation

The Selected Proposer shall ensure that all inspection staff possess the appropriate training and equipment needed to carry out accurate inspections of all elements. Given prior notice, the Selected Proposer may request from the BPTC Bus Facility Maintenance Manager to use equipment maintained by BPTC to assist in inspections.

Each element and sub-element shall be scored according to the table shown below, in addition to any other methods which may be utilized by the Proposer. A complete and thorough final report shall be produced that details the condition of major elements and sub-elements of the facility, projected remaining life in each element and sub-element, and projected repair and/or replacement costs.

Scoring Criteria

Rating	Condition	Description
5	Excellent	No visible defects, new or near new condition, may still be under warranty if applicable.

4	Good	Good condition, but no longer new, may be slightly defective or deteriorated, but is overall functional.
3	Adequate	Moderately deteriorated or defective; but has not exceeded useful life.
2	Marginal	Defective or deteriorated in need of replacement; exceeded useful life.
1	Poor	Critically damaged or in need of immediate repair; well past useful life.

Improvement Estimates. Included in the comprehensive building assessment BPTC seeks cost estimates for several improvements to the site, including: adding exterior lighting to the maintenance grounds for enhanced visibility, replacing existing skylights with glass or translucent panes, and modernizing exterior windows for increased heating and cooling efficiency in the administration building.

Equipment. Some elements may require specialized equipment to accurately inspect. BPTC maintains some equipment, including a man lift that may be used by the successful proposer upon request.

Draft Report and Presentations. The selected Proposer shall prepare and submit to BPTC a draft final report in PDF electronic format for review and comment by BPTC approximately 60 days prior to completion of the final report. Ten (10) color copies of the draft final report shall be submitted by the selected Proposer to BPTC. The selected Proposer shall formally present the draft final report in-person to the BPTC Project Steering Committee. Following this meeting, the selected Proposer shall incorporate any changes into the final report document. The final report will be presented in-person to the BPTC Board of Directors, the MPO Technical Advisory Committee, the MPO Citizens Advisory Committee, and the MPO Policy Committee. Such meetings will likely occur on different dates. Fifty (50) printed color copies of the final report shall be supplied to the BPTC along with an electronic version of the document in PDF format. All expenses associated with the presentations including presentation materials, personnel, travel, per diem, etc. are the responsibility of the selected Proposer.

6. PROJECT SCHEDULE

Date	Project Milestone
October 17, 2018	Issuance of Request for Proposals
October 31, 2018	Questions and Requests for Exceptions, Deviations, or Approved Equals due to BPTC by 4:00pm, local time
November 2, 2018	Responses issued to prospective proposers by BPTC on Requests for Exceptions, Deviations, or Approved Equals
November 9, 2018	Proposals due to BPTC by 4:00pm, local time
November 20, 2018	Award of contract
On or about December 1, 2018	Project kickoff meeting
June 1, 2019	Project completion and final report due in its entirety

7. QUESTIONS, DEVIATIONS, APPROVED EQUALS, AND EXCEPTIONS

Any questions regarding the Scope of Work or any item within this Request for Proposals must be received by BPTC by October 31, 2018, 4:00p.m., local time to be issued a response by BPTC. Responses to all questions shall be issued by BPTC by November 2, 2018 as an addendum to this RFP. Proposers may request to do a preliminary walkthrough of the Grimes Lane facility accompanied by BPTC staff to be conducted no later than October 31, 2018, 4:00p.m., local time. Requests for deviations, approved equals or exceptions to the Request for Proposals and/or Scope of Work must be received by BPTC, in writing, using the attached "Deviation, Approved Equal, Exceptions Request Form" (see Appendix C), not later than October 31, 2018, 4:00 p.m., local time. Any such request must be fully supported with technical data or other pertinent information as evidence to support that such exception is equal or superior to the specification requirement. BPTC shall notify in writing those firms submitting such requests of their specific acceptance or rejection, item by item, by November 2, 2018. If questions or formal requests for deviations, approved equals, or exceptions are not received in writing by October 31, 2018, 4:00 p.m., local time, submitted proposals will be interpreted to comply with, and meet exactly the BPTC RFP and Scope of Work.

8. INSTRUCTIONS TO PROPOSERS

Proposals shall contain information that is relevant and demonstrates the proposer's capabilities to successfully undertake the project. Proposers are responsible for meeting all terms and conditions described in this Request for Proposals (RFP). Proposers should endeavor to limit proposals to forty (40) pages or less. An original and four (4) copies of the proposals shall be provided. For proposals to be accepted as responsive, the following items shall be included in all proposals:

- A. Facility Condition Assessment Cost Proposal. Proposers shall submit a complete base cost proposal that outlines the cost of the proposer's base services to be performed in accordance with the Scope of Work. Proposer must fully complete, sign, and date their cost proposal acknowledging that the project can be effectively completed within the budget indicated. Proposers shall include all project costs within the cost proposal. Any deviations or exceptions made by a proposer to the Scope of Work included in this RFP and not approved by BPTC in advance may render the proposer's cost proposal as non-responsive. Cost proposals shall include hours by staff position, hourly cost for each staff position, overhead, travel costs, and fee or profit.
- B. Description of Firm's Capabilities and Experience. Proposals shall include a description of the organization or firm including its legal status, authority and/or licenses to operate. The description shall include the major business functions, history, and organizational structure including location of firm's headquarters and major offices, management organization with names and locations of managing director(s) for this project. The description shall include a list of current and past clients for which similar services have been provided. Such client list shall include

the client organization name, address, contact person, telephone number, email address, proposer's responsibilities for the client, and years that service was provided.

- C. Proposed Facility Condition Assessment Work Plan and Study Approach. Each proposer shall demonstrate its capacity to deliver comprehensive, professional services. Proposers shall submit a detailed work plan, methodology, approach to the project, and schedule to conduct a comprehensive assessment of the Grimes Lane facility that meets or exceeds the Scope of Work. The work plan shall include a schedule of specific dates and timeline to complete each component of the project.
- D. Description of the Firm's Personnel to Be Assigned to the Project. Proposals shall include a description of experience and qualifications of the personnel assigned to participate in the project detailing the positions and the number of employees in each position. In addition, the proposal shall identify by name and describe the experience and qualifications through use of a resume for individual assigned locally to manage the project.
- E. Level and Type of Assistance Required from BPTC. A description of the level and type of assistance required from BPTC in order to complete the study within the schedule and budget constraints.
- F. Disadvantage Business Enterprise (DBE). Any DBE qualifications shall be submitted including any use of DBE subcontractors. To be considered as a qualified DBE firm, firms or individuals must have been certified as such by the Indiana Department of Transportation (INDOT).
- G. Affidavits and Certifications. Proposers shall include as part of their proposals properly executed affidavits and certifications as included in Appendix B of this RFP. Such affidavits and certifications must include E-Verify Affidavit, Iranian Affidavit, Debarment and Suspension Certification, and the Lobbying Certification.

9. IDENTIFICATION REQUIREMENTS FOR PROPOSALS

Proposals must be received at the above address by 4:00 P.M. local time, November 9, 2018 and shall be enclosed in a package or envelope with the name of the proposer and bearing the following caption:

Bloomington Public Transportation Corporation
130 W. Grimes Lane
Bloomington, IN 47403

Proposal for Facility Condition Assessment
Proposal Opening Date: November 9, 2018, 4:00 P.M.

10. ADDENDUM

Any change in the conditions or terms of this RFP will be accomplished by written addendum sent to prospective proposers and published on the BPTC website. All such addenda shall become part of the contract.

11. RIGHTS OF REJECTION

The BPTC reserves the right to postpone the proposal opening date for its own convenience and to reject any or all proposals for any reason. The BPTC also reserves the right to reject all proposals and exercise an existing one year contract option with the firm that has the current contract for providing services.

12. RESPONSIVE PROPOSERS

The BPTC Board Chair shall determine if each proposer is responsive. The responsiveness of each proposer shall be determined by its conformance to the scope of work, instructions to proposers, and legal requirements of the RFP. Any proposer that fails to conform to the essential requirements of the RFP shall be deemed non-responsive, and accordingly rejected.

13. RESPONSIBLE PROPOSERS

The BPTC Board Chair shall determine if each proposer is responsible. BPTC shall award contracts only to responsible proposers who possess the potential to perform successfully under the terms and conditions of the Request for Proposals. Consideration shall be given to such matters as proposer integrity, record of past performance, and accessibility to financial and technical resources. The proposer shall affirmatively demonstrate its responsibility and, when necessary, the responsibility of any proposed subcontractors. If information obtained by BPTC clearly indicates that the proposer is not responsible and BPTC has doubts about the productive capacity or financial strength of a proposer which cannot be resolved affirmatively, a determination that the proposer is non-responsible shall be rendered.

14. WITHDRAWING PROPOSALS

After proposals are opened by BPTC, the proposer may not withdraw proposals for sixty (60) calendar days. However, prior to the date/time set for the proposal opening, proposals may be modified or withdrawn by the proposer's authorized representative in person, or by written notice. If proposals are modified or withdrawn in person, the authorized representative shall make his identity known and shall sign a receipt for the proposal. Written notices shall be received in the BPTC's General Offices no later than the exact date/time for proposal opening.

15. COMMUNICATIONS WITH PROPOSERS

After release of the RFP, all communication must be in writing to the BPTC General Manager. The BPTC General Manager's written response will be sent to all proposers and prospective proposers.

16. ERRORS IN PROPOSALS

Proposers or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and scope of work before submitting proposals. Failure to do so shall be at the proposer's own risk and he/she cannot secure relief on the plea of errors.

17. BASIS OF EVALUATION AND CONTRACT AWARD

Proposals shall be scored by an evaluation committee possibly consisting of BPTC staff, IU Campus Bus staff, and/or BPTC Board members based on the evaluation criteria and point values shown in the following:

Evaluation Criteria	Point Value
A. Cost Proposal	40
B. Capability and experience of the firm in providing facility condition assessment services	20
C. Quality and adequacy of proposer’s facility condition assessment work plan and study approach	20
F. Capability and experience of personnel assigned to the project.	20
Total	100

The BPTC reserves the right to preliminarily score proposals and interview finalists prior to final scoring of proposals. Interviews may be conducted via Skype, Go To Meeting, other online means, or in person. The BPTC assumes no liability for any costs incurred by any individuals or firms responding to this RFP or participating in any interviews. A contract shall be awarded to the responsible and responsive proposer whose proposal is most advantageous to the BPTC, with cost and other factors considered.

Appendix A: Required Clauses

With submission of a proposal, bidders agree to all of the requirements summarized in the following required clauses:

Access to Records and Reports - (1) The Contractor agrees to permit any of the following parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed: BPTC, FTA, the Comptroller General of the United States or any of their authorized representatives, the Secretary of Transportation of the United States or any of their authorized representatives, and the Indiana State Board of Accounts.

(2) - The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

No Obligation by the Federal Government. - (1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

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

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

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

Cargo Preference - Use of United States-Flag Vessels - The contractor agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.) c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

No obligation

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

Termination for Default - If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the BPTC may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the BPTC that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the BPTC, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

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

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

Opportunity to Cure - The BPTC in its sole discretion may, in the case of a termination for breach or default, allow the Contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

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

Waiver of Remedies for any Breach - In the event that the BPTC elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by the BPTC shall not limit BPTC's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

Civil Rights - The following requirements apply to the underlying contract:

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

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

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

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

Fly America Requirements – The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall

not perform any act, fail to perform any act, or refuse to comply with any Bloomington Public Transportation Corporation requests which would cause Bloomington Public Transportation Corporation to be in violation of the FTA terms and conditions.

Rights in Data - This following requirements apply to each contract involving experimental, developmental or research work:

(1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. 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: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

(2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

(a) Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

(b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

1. Any subject data developed under that contract, whether or not a copyright has been obtained; and

2. Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by FTA.

(c) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

(d) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

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

(f) Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.

(g) Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

(3) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(4) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

Patent Rights - This following requirements apply to each contract involving experimental, developmental, or research work:

(1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

(2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

Disadvantaged Business Enterprises

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The BPTC's overall goal for DBE participation is 0.48%.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as BPTC deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)).

c. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the BPTC. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

d. The contractor must promptly notify BPTC whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of BPTC.

Suspension and Debarment - This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

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

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

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

Energy Conservation - The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

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

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the General Manager of the BPTC. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the BPTC General Manager. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the BPTC General Manager shall be binding upon the Contractor and the Contractor shall abide by the decision.

Unless otherwise directed by the BPTC, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

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

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

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the BPTC or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Prompt Payment

The prime bidder or firm agrees to pay each subcontractor or firm under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime bidder or firm receives from BPTC. The prime bidder or firm agrees further to return retainage payments to each subcontractor or firm within thirty (30) days after the subcontractor or firm's work is satisfactorily completed. Any delay or postponement of payment from the above-referenced timeframe may occur only for good cause following written approval of BPTC. This clause applies to both DBE and non-DBE subcontractor or firms.

- A. If the prime bidder or firm fails to pay the subcontractor or firm within thirty (30) days, the prime bidder or firm must notify BPTC and the subcontractor or firm, in writing, of its intention to withhold all or a part of the subcontractor or firm's payment with the reason for nonpayment.
- B. The bidder or firm is obligated to pay interest to the subcontractor or firm on all amounts owed by the bidder or firm that remain unpaid after thirty (30) days following receipt by the bidder or firm of payment from BPTC for work performed by the subcontractor or firm under that contract, except for amounts withheld as allowed in subdivision (A) of this section. Unless otherwise provided under the terms of the contract, interest shall accrue at the rate of one percent (1%) per month, except for the amounts withheld. Notification of failure by the bidder or firm to make prompt payment to the subcontractor or firm hereinbefore provided will result in notification to the bidder or firm's bonding company by BPTC.
- C. Should either the prime bidder or firm or subcontractor or firm advise BPTC of a payment issue involving a DBE bidder or firm, the DBE officer shall be notified so as to investigate, as appropriate.
- D. BPTC may conduct prompt payment audits that require prime bidder or firm to submit appropriate documentation to verify compliance with this provision.

Clean Air - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Clean Water - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

Americans with Disabilities Act and ADA Access - The contractor agrees to comply with the requirements of 49 U.S.C. 5301(d) which states the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The contractor also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicaps, and with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. 1201 et seq., which requires that accessible facilities and services be made available to persons

with disabilities, including any subsequent amendments thereto. In addition, the contractor agrees to comply with all applicable requirements of the following regulations and any subsequent amendments thereto:

- (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)", 49 C.F.R. Part 37;
- (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance", 49 C.F.R. Part 27;
- (3) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services", 28 C.F.R. Part 35;
- (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodation and in Commercial Facilities", 41 C.F.R. Subpart 101-19.

Appendix B – Required Affidavits and Certifications

All proposers shall fully complete the following affidavits and certifications and include them as part of your proposal.

E-Verify Affidavit

Pursuant to Indiana Code 22-5-1.7-11, the Business Entity entering into a contract with the Bloomington Public Transportation Corporation (BPTC) is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The Business Entity is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program if the E-Verify program no longer exists.

The undersigned, on behalf of the Business Entity, being first duly sworn, deposes and states that the Business Entity does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the Agency, the undersigned Business Entity will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program. Business Entity shall submit documentation to BPTC which evidences that the business entity has enrolled in and is participating in the E-Verify program.

Business Entity: _____

By (Written Signature): _____

Printed Name: _____

Title: _____

Important – Notary Signature and Seal Required in the Space Below

STATE OF _____

SS:

COUNTY OF _____

Subscribed and sworn to before me this _____ day of _____, 2018.

My commission expires: _____

Signed: _____

Residing in _____ County,

State of _____

Iranian Affidavit

AFFIDAVIT

STATE OF INDIANA)
) SS:
COUNTY OF _____)

The undersigned, being duly sworn, hereby affirms and says that:

- 1. The undersigned is the _____ of _____
(job title) (company name)
2. The company named herein that employs the undersigned:
• Has contracted with or is seeking to contract with the Bloomington Public Transportation Corporation (BPTC) to provide services: OR
• Is a subcontractor on a contract to provide services to the BPTC.
3. As required by Indiana Code 5-22-16.5-13, the undersigned hereby certifies under penalties of perjury that the company named herein is not engaged in investment activities in Iran.

Signature

Printed name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this ____ day of _____, 2018.

Notary Public

Printed name

My Commission Expires: _____
County of Residence: _____

Debarment and Suspension Certification

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Lower Tier Covered Transactions (Third Party Contracts over \$25,000).

Instructions for Certification

- 1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.**
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the BPTC may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the BPTC if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact the BPTC for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the BPTC.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge

and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, the BPTC may pursue available remedies including suspension and/or debarment.

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

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

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

Signature of Contractor's Authorized Official:

Name and Title of Contractor's Authorized Official:

Date: _____

Lobbying Certification

The undersigned subrecipient certifies, to the best of his or her 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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(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 instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Subrecipient, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Subrecipient understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Signature of Subrecipient's Authorized Official

_____ Name and Title of Subrecipient's Authorized Official

_____ Date

Appendix C

**BLOOMINGTON PUBLIC TRANSPORTATION CORPORATION
REQUEST FOR DEVIATIONS, APPROVED EQUALS, OR EXCEPTIONS FORM**

RFP SECTION NO.: _____ DATE OF REQUEST: _____

RFP TITLE: _____ PAGE ____ OF ____

DESCRIPTION OF REQUEST FOR DEVIATION, APPROVED EQUAL OR EXCEPTION:

Approved: _____

Denied: _____

Comments: _____

Signature: _____ Date: _____