



REQUEST FOR PROPOSALS

Public Transportation Management
&
Rural Transit Assistance Program



JUNE 18, 2026
STATE OF ALABAMA
1409 Coliseum Blvd

Table of Contents

Introduction	1
Purpose of the RFP	1
Project Goals	1
Background	2
Transit Agency Management	2
Compliance Monitoring	2
Grant Management Support	2
Financial Oversight	2
Operational Performance Monitoring	2
Research and Data Support.....	2
Safety and Asset Management Support	3
Reporting Requirements.....	3
Coordination Requirements.....	3
Funding Source	3
Deliverables.....	3
Rural Transit Assistance Program (RTAP).....	4
RTAP Administration.....	4
Training and Workforce Development	4
Technical Assistance	4
Resource Development.....	4
Transit Training vehicles	4
Hold Harmless Provision.....	4
Service Provider Qualifications	5
CONTRACT PERIOD	5
General Submission Information.....	6
Proposal Submission Procedures and Requirements	6
Proposal Inquiries and Questions.....	6
Preparation Cost.....	6
Examination of Proposals.....	6
Confidentiality	6
Late Submissions	6
Rejection of Proposals	6
Response Requirements	7
Proposal Requirements.....	7
Proposal Evaluation, Negotiation and Selection	7

Federal Terms and Conditions.....	8
No Obligation by the Federal Government.....	8
Program Fraud and False or Fraudulent Statements and Related Actions.....	8
Access to Records	8
Changes in Federal Laws and Regulations	8
Civil Rights	9
Incorporation of FTA Terms	9
Terminations (Federal Clauses).....	10
Termination for Convenience:.....	10
Termination for Default:	10
Debarment and Suspension of Certification Requirements	10
Buy America Provisions.....	11
Resolution of Disputes, Breaches, or Other Litigation.....	11
Lobbying Certification and Disclosure Statements.....	12
University E-Verify Program.....	12
Clean Air Act and Federal Water Pollution Control Act	12
Clean Water.....	12
Contract Work Hours and Safety Standards for Awards not Involving Construction.....	13
Notice to FTA and U.S. DOT Inspector General of Information Related to Fraud, Waste, Abuse, or Other Legal Matters	13
Patent Rights and Rights in Data	14
Prohibition on Certain Telecommunications and Video Surveillance Services and/or Equipment	15
Safe Operation of Motor Vehicles	16
Seat Belt Use.....	16
Distracted Driving	16
Substance Abuse Requirements.....	16
Attachments.....	16
Attachment A - REQUEST FOR PROPOSALS RESPONSE FORM.....	17

REQUEST FOR PROPOSALS
PUBLIC TRANSPORTATION MANAGEMENT
&
RURAL TRANSIT ASSISTANCE PROGRAM
STATE of ALABAMA

Introduction

The Alabama Department of Transportation (ALDOT) is soliciting proposals from qualified public institutions of higher education to provide professional services for the management, oversight, technical assistance, compliance monitoring, and performance support of federally funded public transit agencies operating under the ALDOT transit umbrella.

The program is funded by the Federal Transit Administration (FTA) on a cost-reimbursement basis, allowing the selected university to submit monthly invoices for eligible program costs.

ALDOT is currently under contract with a university to provide these services through September 30th, 2026. The program's current staffing structure includes five full-time positions: three Regional Managers, one Rural Transit Assistance Program (RTAP) Manager and one Project Manager. The Regional Managers oversee transit operations in the northern, central, and southern regions of the state. The RTAP Manager is responsible for all tasks associated with the RTAP program. A Project Manager provides oversight and coordination with the Regional Managers and RTAP Manager in collaboration with ALDOT staff. In addition, a Principal Investigator devotes 20% of their time to working directly with the ALDOT Management Team and overseeing the other project team members.

The selected State University will serve as ALDOT's strategic partner and liaison for statewide transit oversight and ensuring compliance with FTA requirements for Sections 5310, 5311, and 5339 programs, including the RTAP.

Purpose of the RFP

The purpose of this RFP is to engage a qualified State University to provide comprehensive transit management and oversight services that strengthen compliance, accountability, operational performance, and technical capacity among federally funded transit providers.

Project Goals

The goals of this project include but are not limited to:

- Ensuring compliance with FTA regulations and guidance
- Enhancing operational efficiency and effectiveness of transit agencies
- Supporting rural and urban transit providers with technical assistance and training
- Improving grant management, reporting, and data accuracy
- Oversight and management of federally funded assets
- Expanding workforce development and professional education opportunities
- Supporting statewide mobility initiatives and coordination efforts
- Administering and supporting the RTAP under the direction of ALDOT

Background

The ALDOT administers federal transit funded programs on behalf of the State and oversees multiple transit providers operating fixed-route, demand-response, rural, and specialized transportation services.

The ALDOT seeks assistance from a State University with demonstrated expertise in:

- Public transportation systems
- Transportation planning
- Transit operations
- Grant administration
- Research and data analysis
- Workforce training and education
- Rural transportation assistance

The selected University shall provide statewide support to transit agencies receiving federal transit funding as a subrecipient to the State of Alabama.

Transit Agency Management

The selected University shall provide management and oversight services including, but not limited to:

Compliance Monitoring

- Conduct compliance reviews of federally funded transit agencies
- Monitor adherence to State and FTA regulations and applicable circulars
- Review procurement, maintenance, safety, drug and alcohol, ADA, and Title VI compliance
- Assist agencies in preparing corrective action plans
- Assist and provide guidance related to federally funded assets
- Other tasks as required of the programs

Grant Management Support

- Assist transit agencies with grant applications and administration
- Monitor grant expenditures and deliverables
- Support federal and State reporting requirements
- Provide technical guidance related to grant compliance

Financial Oversight

- Review of transit financial management practices
- Assist agencies with budgeting and cost allocation methodologies
- Evaluate financial controls and audit readiness

Operational Performance Monitoring

- Develop and monitor key performance indicators (KPIs)
- Evaluate service efficiency and effectiveness
- Analyze ridership, safety, and operational data
- Recommend operational improvements

Research and Data Support

The University shall:

- Conduct transit-related research and policy analysis
- Support statewide transit planning initiatives
- Maintain transit performance databases and files
- Prepare annual and quarterly performance reports
- Assist with National Transit Database (NTD) reporting support

Safety and Asset Management Support

Services may include but are not limited to:

- Assistance with Transit Asset Management (TAM) plans
- Public Transportation Agency Safety Plan (PTASP) support
- Safety training and compliance monitoring
- Agency, vehicle and facility monitoring and condition assessments

Reporting Requirements

The selected university at a minimum shall submit:

- Monthly activity reports
- Quarterly financial reports
- Annual performance reports
- RTAP program reports
- Compliance monitoring summaries
- Training participation reports

Coordination Requirements

The selected University shall coordinate with:

- ALDOT Local Transportation Bureau, Transit Section
- Rural and Elderly and Disabled transit agencies
- Metropolitan Planning Organizations (MPOs)
- Regional Planning Commissions
- Local governments and stakeholders in public transportation

Funding Source

This project will be funded through:

- The FTA
 - RTAP
 - Other applicable federal transportation funding sources

Deliverables

The selected University shall provide deliverables including:

- Annual work plan
- Quarterly progress reports
- Compliance review reports
- Technical assistance documentation
- RTAP training schedules and materials
- Annual statewide transit report
- Financial monitoring summaries
- Corrective action tracking reports

Rural Transit Assistance Program (RTAP)

The selected University shall administer and support the State's RTAP in accordance with FTA Section 5311 requirements including, but not limited to:

RTAP Administration

- Develop and implement annual RTAP work plans
- Coordinate statewide RTAP activities and initiatives
- Maintain RTAP records and documentation
- Prepare required reports for ALDOT and FTA

Training and Workforce Development

- Develop and deliver transit training programs for rural transit agencies
- Provide driver training, safety training, and management development
- Conduct workshops, webinars, and conferences
- Secure training venues and manage related activities for trainings and conferences
- Support transit workforce recruitment and retention initiatives
- The ALTRANS webpage [Transit for Everyone | ALTRANS](#) is a good resource for current training and conference information

Technical Assistance

- Provide direct technical assistance to rural transit providers
- Assist agencies with operational challenges and best practices
- Support technology implementation and innovation
- Facilitate peer-to-peer learning opportunities

Resource Development

- Develop training manuals, guidance documents, and toolkits
- Create online learning resources and educational materials
- Maintain a statewide transit resource library

Transit Training vehicles

The university will coordinate with the ALDOT to lease and manage transit training vehicles as follows: Ford F-450, Ford High Roof Van and Minivan. The university will maintain insurance on the noted vehicles and an approved operator list.

Hold Harmless Provision

The State University shall at all times indemnify and hold harmless the STATE and its departments, its officers and employees, against all liability, claim of liability, loss, cost or damage, including death, and loss of services, on account of any injury to persons or property, occurring from any cause whatsoever in the work involved in the contract, and will, at his expense, defend on behalf of the STATE and its departments, its officers and employees, either or all, any suit brought against them or any suit arising from any such cause.

Service Provider Qualifications

All proposers, to the best of their knowledge and belief, must be in, and remain in compliance with all applicable Federal and STATE laws, regulations and requirements. Without limitation, all proposers must be licensed and permitted in accordance with The Code of Alabama Title 10, concerning corporations doing business within Alabama, Title 34, dealing with licensing for businesses, Title 40, concerning licenses and taxation, unless otherwise exempt. All proposers should be prepared to timely submit to the STATE non-confidential evidence or documentation demonstrating the fact that they are presently licensed and permitted under Alabama law. Such non-confidential evidence or documentation is encouraged to be submitted with the proposal.

All Vendors, contractors and the grantee are required to comply with the Alabama Immigration Law under Sections 31-13-9 (a) and (b) of the Code of Alabama. Forms and documents will be included with award documents. Information and forms can be found on the State of Alabama 's Purchasing website under E-Verify at [Alabama Department of Finance-Purchasing Division](#)

All proposers must provide proof of proper certification of authority, and any required registration, to transact business and to perform work for the State of Alabama. The proposer's Registration Number shall be provided on the Proposal Response Form. The phone number for the Alabama Secretary of State is (334) 242-5324, Corporate Division.

CONTRACT PERIOD

It is the intent of the STATE to award this contract for a three (3) year period with the option of a one (1) year extension.

General Submission Information

The STATE intends to award a contract to a qualified university for the services specified herein. The proposal should address the firm's capabilities for performing all aspects of the desired services and additional information as needed.

Proposal Submission Procedures and Requirements

All proposals must be mailed or hand delivered in a sealed envelope or box by the date noted below. The package must be labeled with proposal title. The package must include one (1) electronic copy of the proposal on a USB drive. It is the sole responsibility of the University to ensure submissions are received by the specified deadline.

Proposals must be received by **July 10, 2026, by 5:00 pm CST** at:

Bradley B. Lindsey, P.E., Local Transportation Engineer
1409 Coliseum Blvd. Admin. Rm 110
Montgomery, AL 36110

Proposal Inquiries and Questions

Questions must be received by **June 30, 2026, by 5:00 pm CST**. All questions must be submitted via email to Mr. Bradley Lindsey, P.E. at lindseyb@dot.state.al.us. The email subject line must include the proposal title. Questions and answers will be posted via addendum to the RFP.

Preparation Cost

The STATE shall not be responsible for proposal preparation costs, nor for costs including attorney fees associated with any (administrative, judicial, or otherwise) challenge to the determination of the highest-ranked Proposer and/or award of contract and/or rejection of proposal. By submitting a proposal each Proposer agrees to be bound in this respect and waives all claims to such costs and fees.

Examination of Proposals

Proposers should carefully examine the entire RFP and all related materials and data referenced therein. Proposers should be fully aware of the nature of the desired activities and the conditions likely to be encountered in the performance of said activities.

Confidentiality

The content of all proposals will be kept confidential until the selection of the University is publicly announced. At that time, the selected proposal is open for review. After the award of the contract, all proposals will then become public information.

Late Submissions

Proposals not received prior to the date and time specified in this document will not be considered and will be returned unopened after recommendation of award.

Rejection of Proposals

The STATE reserves the right to reject all proposals if determined to be in the best interest of the STATE.

- Reject any or all proposals
- Request additional information
- Negotiate scope and pricing
- Cancel or modify this solicitation
- Award all or part of the services described herein

Response Requirements

Universities shall include the following items in their response: A brief narrative description of the university. The narrative shall contain, but not be limited to the following:

- a. A list of all services performed by the university that may be related to this type of project
 - b. A summary of the university's experience in providing services of this nature
 - c. Identification of key team members and their relevant experience
 - d. Resume of the principal investigator who will be assigned to this contract as well as any other team members who will work directly with STATE staff on any aspect of the project
 - e. Project management organizational structure (organizational chart)
 - f. Three references within the last five years, from previous or current clients, with a similar scope of service as described in this RFP. Include the clients' name, address, contact person, and telephone number, and the type of services performed.
 - g. Confirmation of the university's understanding of the scope of services described in this RFP, and the agency's proposed approach to fulfilling the requirements. This section shall include specific tasks on how the scope of work will be accomplished.
 - h. Statement detailing any exceptions to or deviations from the requirements of this RFP, segregating "technical" exceptions from "contractual" exceptions. If the offeror wishes to propose alternative approaches to meeting the STATE's technical or contractual requirements, these should be thoroughly explained.
1. Request for Proposals Response Form
 - a. The offeror shall complete the Request for Proposals Response Form (Attachment A) which includes offeror information.

Proposal Requirements

The proposal shall include but not be limited to:

- A summary of the proposer's understanding of the project scope and approach
- Detailed methodology for accomplishing the scope of the project
- Description of the project team and organizational responsibilities
- Examples of similar projects and relevant institutional experience
- Detailed timeline and implementation schedule

Proposal Evaluation, Negotiation and Selection

Evaluation Criteria

The following factors will be considered to evaluate proposal submissions:

1. Project approach
2. University's qualifications, relevant experience, personnel and references
3. Request for Proposal Response Form
4. Conformance to requirements and specifications

Federal Terms and Conditions

This contract is federally assisted, and as such, the following federal terms and conditions apply.

No Obligation by the Federal Government

The STATE and the University 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 STATE, University, or any other party (whether or not a part to that Contract) pertaining to any matter resulting from the underlying Contract.

Program Fraud and False or Fraudulent Statements and Related Actions

The University acknowledges that the provision 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. Accordingly, by signing the underlying Contract, the University 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 University also 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 University to the extent the Federal Government deems appropriate.

The University 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 awarded by FTA under the authority of 49 U.S.C. §5301, et seq., the Government reserves the right to impose the penalties of 18 U.S.C. §5301, et seq. on the University, to the extent of the Federal Government deems appropriate.

Access to Records

The University agrees to provide the Comptroller General of the United States, the U.S. Secretary of Transportation, the FTA, the ALDOT or their duly authorized representatives' access to all records pertaining to this contract as requested to conduct audits and inspections. This requirement is applicable to all subcontractors at any tier as needed for compliance with Federal and State regulations. The University agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or completion of this Contract.

Changes in Federal Laws and Regulations

University shall always comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the agreement between the STATE and FTA that funds any part of this Contract, as they may be amended or promulgated from time to time during the term of this Contract. University's failure to so comply shall constitute a material breach of this Contract.

Civil Rights

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 University 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 University agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue. The following equal 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. §5332, the University 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. Part 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 construction activities undertaken in the course of the Project. The University 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 or pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the University 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, 29 U.S.C. §§623 and Federal transit law at 49 U.S.C. §5332, the University agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the University agrees to comply with any implementing requirements FTA may issue.
- C. Disabilities. In accordance with Section 102 of the American with Disabilities Act, as amended, 42 U.S.C. §12112, the University 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 University agrees to comply with any implementing requirements FTA may issue.

Incorporation of FTA Terms

These terms and conditions include in part certain contractual provisions required by the Federal Transit Administration, as set forth in FTA Circular 4220.1G, as amended, and are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The University shall not perform any act, fail to perform any act, or refuse to comply with any requests from the STATE that would cause the STATE to be in violation of the FTA terms and conditions.

Terminations (Federal Clauses)

Termination for Convenience:

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

Termination for Default:

If the University does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services the University fails to perform in the manner called for in the contract, or if the University fails to comply with any other provisions of the contract, the STATE may terminate this contract for default. Termination shall be made by serving a Notice of Termination on the University setting forth the way the University is in default. The University will be paid only the contract price for services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the STATE that the University 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 University, the STATE, after setting up a new delivery of performance schedule, may allow the University to continue work, or treat the termination as a Termination for Convenience.

Debarment and Suspension of Certification Requirements

By signing and submitting this proposal, the prospective lower tier participant is providing the signed certification set out in Debarment and Suspension Certification. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered. 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 STATE may pursue available remedies, including suspension and/or debarment. The prospective lower tier participant shall provide immediate written notice to the STATE 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. The terms "covered transaction," "debarred", "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "primary 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 C.F.R. Part 29]. The University may contact the STATE for assistance in obtaining a copy of these regulations. 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 proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the STATE. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled Debarment and Suspension Certification Requirements and the certificate form, without modification, in all lower tier covered transactions and in all solicitations for lower tiered covered transactions. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not proposed for debarment under 48 C.F.R. part 9, subpart 9.4, 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 Non-procurement List issued by U.S. General Service

Administration. Nothing contained in the foregoing shall be construed to require establishment of system of records 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. Except for transactions authorized under paragraph 62.5, if a participant in a covered transaction knowingly enters a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, the STATE may pursue available remedies including suspension and/or debarment.

Buy America Provisions

The University agrees to comply with 49 U.S.C. §5323(j) as amended by MAP-21, 49 U.S.C. §5323(h), 49 C.F.R. Part 661, and IIJ Act (Enacted November 15, 2021) which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7 and as amended by the IIJ Act. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a seventy percent (70%) domestic content for FY20 & beyond. General waivers for small purchases do not apply to University's equipment purchases when University's contract value exceeds \$150,000 in value.

University must submit to the STATE the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as non-responsive. This requirement does not apply to lower tier sub-contractors.

Resolution of Disputes, Breaches, or Other Litigation

Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the STATE. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the University mails or otherwise furnishes a written appeal to the STATE. In connection with any such appeal, the University shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the STATE shall be binding upon the University, and the University shall abide by the decision. Performance During Dispute - Unless otherwise directed by the STATE, University shall continue performance under this Contract while matters in dispute are being resolved.

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

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the STATE and the University 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 STATE is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the STATE or University 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.

Lobbying Certification and Disclosure Statements

In accordance with 31 U.S.C. §1352, and U.S. DOT regulations, ("New Restrictions on Lobbying", 49 C.F.R., Part 20), the University must have provided a certification to the State of Alabama that the University has not and will not use Federal appropriated funds to pay any person or organization to influence or attempt to influence an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. §1352.

University E-Verify Program

University must verify through Affidavit that it operates in compliance with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. The University is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the University during the Contract term. Also, University shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the Contract utilize the E-Verify system to verify employment eligibility of all current and new employees hired by the subcontractor during the Contract term.

Clean Air Act and Federal Water Pollution Control Act

The University agrees:

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

Clean Water

1. The University agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Water Act, as amended, 33 U.S.C. §§1251 – 1377 *et seq.*
2. The University agrees to report each violation to the STATE and understands and agrees that the STATE will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office in compliance with the notice of violating facility provisions in section 508 of the Clean Water Act, as amended, 33 U.S.C. §1368.
3. The University agrees to protect underground sources of drinking water in compliance with the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. §300f –300j-6.
4. The University also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Contract Work Hours and Safety Standards for Awards not Involving Construction

The University shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. §3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5. The University shall maintain payrolls and basic payroll records during the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Such records maintained under this paragraph shall be made available by the University for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the University will permit such representatives to interview employees during working hours on the job. The University shall require the inclusion of the language of this clause within subcontracts of all tiers.

Notice to FTA and U.S. DOT Inspector General of Information Related to Fraud, Waste, Abuse, or Other Legal Matters

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third-Party Agreements and equivalent provision in its sub-agreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.22 0 and 1200.220.

1. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
2. Matters that may affect the Federal Government include, but are not limited to, the Federal Governments' interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.
3. The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

Patent Rights and Rights in Data

Intellectual Property Rights

This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The University shall grant the Agency intellectual property access and licenses deemed necessary for the work performed under this Contract and in accordance with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT.

The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Contract and shall, at a minimum, include the following restrictions:

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

For purposes of this Contract the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

1. The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyrights owner's consent, the Federal Government may not extend its federal license to any other party.
 - a. Any subject data developed under the Contract, whether or not a copyright has been obtained; and
 - b. Any rights of copyright purchased by the University using Federal assistance in whole or in part by the FTA.
 - c. Unless FTA determines otherwise, the University performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.

2. Unless prohibited by state law, upon request by the Federal Government, the University agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the University of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The University shall not be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
3. 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.
4. Data developed by the University and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the University identifies those data in writing at the time of delivery of the Contract work.
5. The University agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

Prohibition on Certain Telecommunications and Video Surveillance Services and/or Equipment

Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- a) Procure or obtain;
 - 1) Extend or renew a contract to procure or obtain; or
 - 2) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities.)
- ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
- iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonable believers to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

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

Safe Operation of Motor Vehicles

Seat Belt Use

The University is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the University.

Distracted Driving

The University agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle University owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

Substance Abuse Requirements

The University agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. parts 655 for all safety-sensitive employees, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the ALDOT designated representative, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The University agrees to certify annually its compliance with parts 655 before December 31 and to submit the Management Information System (MIS) reports annually to the ALDOT Transit Section. To certify compliance, the University shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

Attachments

Attachment A Request for Proposals Response Form – Services for the State of Alabama

Attachment A - REQUEST FOR PROPOSALS RESPONSE FORM
PROFESSIONAL SERVICES FOR STATE OF ALABAMA

Date: _____

University Name: _____

Address: _____

Printed name & title of University representative submitting proposal:

Signature of University representative submitting proposal:

Contact Phone Number: _____

Contact Email Address: _____

University Indirect Cost Rate: _____

University Overhead Rate: _____