Submission Information Package

Request for Proposals for:

Contract Cleaning and Maintenance

For

Monongalia County Urban Mass Transportation Authority (MCUMTA)

Also known as

Mountain Line Transit Authority

Submit Proposals to: Office of the Finance Officer
Mountain Line Transit Authority
420 DuPont Road
Westover, WV 26501-2309

Submission Deadline: Wednesday July 7, 2016
1:30 p.m. local time

Additional Information: WWW.BUSRIDE.ORG
Info@Busride.Org
(304) 296-3680
(304) 291-7429 fax

Issued 6/15/2016
REQUEST FOR PROPOSALS (RFP)
MONONGALIA COUNTY URBAN MASS TRANSIT AUTHORITY
CLEANING AND MAINTENANCE SERVICES

The Mountain Line Transit Authority (the Authority) is seeking proposals from qualified firms or individuals to provide office cleaning services and building maintenance to start as soon as possible.

Copies of the complete RFP are available upon request by calling (304) 296-3680. The RFP is also available on the Internet at http://www.busride.org/ContactComment/Procurement.aspx or by writing to: Loring Danielson, Finance Officer at 420 DuPont Rd, Westover, WV 26501-2309 and asking for a copy of the Building Service RFP.

The Authority reserves the right to reject any or all Proposals. Proposals will be accepted until 1:30 P.M. local time on July 7, 2016 at the address listed above.

Proposals should be sealed and clearly marked “Building Service Proposal.” The Authority reserves the right to reject any bids and to waive any informality in bidding on such basis as the Authority deems to be in its best interest.

Any contract resulting from bids submitted is subject to a financial assistance contract between the Authority and the U.S. Department of Transportation. All bidders will be required to certify that they are not on the Comptroller General’s List of Ineligible bidders. The successful bidder is required to comply with all applicable Equal Employment Opportunity laws and regulations.

The Mountain Line Transit Authority is an Equal Opportunity/Affirmative Action employer and it is the expressed policy of the Authority that it shall not discriminate against any person, firm, company or corporation in any employment or contracting matter because of race, color, sex, creed, age, disability, blindness, religion, familial status, veteran status, or national origin.

David Bruffy
General Manager & CEO
Mountain Line Transit Authority
SECTION I - INFORMATION

1.0 GENERAL INFORMATION AND INTRODUCTION

The Monongalia County Urban Mass Transit Authority (MCUMTA) is requesting proposals to provide cleaning in two buildings, minor repair and snow plowing. This Request for Proposals (RFP) includes all supporting documentation necessary to complete and file a valid proposal for consideration. All prospective proposers are advised to thoroughly review this RFP. In final form, this RFP and subsequent final proposal will become binding.

Through this RFP, the following definitions will apply:

"Agreement" means the negotiated contract between Monongalia County Urban Mass Transportation Authority and Contractor for performing services set forth in this RFP.

"Authority" means Monongalia County Urban Mass Transportation Authority, 420 DuPont Road, Westover, WV 26501-2309.

"Contractor" means the company performing the services for the Authority.

"Project" means the services set forth in this RFP.

"Proposer" means the firm or corporation which submits a proposal to the Authority, in response to this RFP, seeking to be selected as the Contractor.

"RFP" means this Request for Proposals.

"Service" means the contract work to be performed for the services described in this RFP.

1.1 PROPOSAL SUBMISSION SCHEDULE

Copies of this RFP will be made available to interested proposers on or after June 15, 2016. The RFP and any subsequent written addenda will serve as the sole basis upon which proposers may submit proposals.

Proposals must be received by 1:30 PM, local time on July 7, 2016 at the Authority offices. Proposals not received by that time and date will not be considered by the Monongalia County Urban Mass Transportation Authority and will be returned unopened to the proposer. All proposals submitted must remain in effect for ninety days in their entirety from the submission due date. One (1) original copy of the proposal must be submitted to MCUMTA.

1.2 PROPOSAL FORMAT

For uniformity in all proposals, proposers shall use the enclosed Standard Format for Proposals. Each proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's ability to meet the requirements of the RFP. Emphasis should be on completeness and clarity of content.
1.3 CONTRACT TERM

The Authority is soliciting proposals from firms to provide Cleaning services, minor maintenance and snowplowing services from the as soon as possible starting date to June 30, 2017 with the option to extend the term of the Agreement, at Authority's sole discretion, on a year-to-year basis for up to one (1) additional year through June 30, 2018.

The Authority reserves the right to terminate this contract as stated in Exhibit 1 of this RFP.

1.4 CONTRACT MODIFICATIONS OR DEVIATIONS

The provisions contained in the RFP submission, unless the Authority formally approves a waiver or deviation in writing, will be considered to be binding upon proposers.

SECTION II - SCOPE OF WORK

2.0 PURPOSE

The purpose of the proposed service is to provide cleaning services at the Mountain Line Transit Authority’s office building and the downtown depot as defined in this RFP. In order to successfully accomplish the project, the Authority is seeking firms or individuals with relevant experience in the provision of cleaning, maintenance and snowplowing services.

This RFP includes:

A list of the current requirements for the existing buildings. See Attachment 3

2.1 SECURITY AND DAMAGES

The Contractor shall assume all responsibility for any costs to insure the contractor, the contractor’s employees, and the contractor’s subcontractors if any for personal injury. The Contractor shall provide any insurance it may deem appropriate to cover its interests in this project. Furthermore, by submission of this RFP, the Contractor acknowledges that said damage or losses should not be applied to nor claimed against the Authority’s property or other liability insurance. Additionally, the Contractor further stipulates that the Authority will in no manner be held responsible for such damage or other loss.

For snow removal on the other hand, Mountain Line will provide a snow removal shop truck, for the purpose of plowing the lots. Travel is only permitted for the plowing purpose, insurance is provided on the truck and the grounds for this activity. Only a licensed driver may operate the vehicle. A copy of a valid driver’s license is required to be on file for the use of the plow truck. Mountain Line will provide the normal insurance on the vehicle usage.
SECTION III - RESPONSIBILITY OF CONTRACTOR

3.0 RESPONSIBILITY OF CONTRACTOR

The Contractor/Proposer shall identify all of its proposed subcontractors in its proposal, if any, the tasks they will perform, and their qualifications. The Contractor shall be responsible for management, direction, service integration, scheduling, control, review and approval of all subcontract work and services. The Contractor shall be responsible for assuring that all subcontract work is in conformance with the Authority's policies, standards, and criteria and the terms and conditions of this Agreement. The Authority reserves the right to forbid any contractor, employee, agent or subcontractor access to the premises for violations of said behavior in the past or currently.

3.1 EXPERIENCE RECORD

This section of the proposal shall contain complete, concise and accurate descriptions of the Proposer's and its subcontractor's experience in providing services similar to those as outlined in the Scope of Work. Information required but not limited to is as follows:

1. Sample list of Contractor's current cleaning and maintenance types;
2. Relevant business references; and
3. Demonstrated evidence of similar projects and services

3.2 PROJECT WORK PLAN

This section of the proposal should identify the Proposer's methodology for providing cleaning services to the office buildings. The Authority is expecting cleaning of the main office building Tuesday through Friday four days a week every week with the exception of holidays when the building is closed, during office hours. The snow removal is on an as needed basis starting as 5:00 AM the days needed and in the afternoon as needed as well. The Depot building needs to be cleaned five days a week, Monday through Friday. The contractor will provide all tools and supplies except the as noted plow truck.

3.3 PRICING OF ITEMS

Not applicable

3.4 PAYMENT TO CONTRACTOR

The proposer shall submit a schedule for invoicing to the Authority. The Authority weights 10th Prox and net 30 day terms as equivalent and will make payment to the vendor accordingly. Other payment terms need to be agreed upon before any contract is approved. The Authority requires all sub contractors to be paid currently, Please see the Audit Inspection note in the General Terms and conditions.
SECTION IV - SELECTION PROCESS

4.0 SELECTION EVALUATION PROCESS

MCUMTA will accept the proposal that is determined to be in the best overall interest of MCUMTA. The selection process, in accordance with FTA requirements and Authority policies, is to be conducted in a manner providing maximum open and free competition as well as facilitating expeditious contract completion once the top rated Proposer is identified. MCUMTA staff will determine the responsiveness of proposals to the RFP. That is, it will be determined if the minimum submission requirements of this RFP have been met by the proposer. A proposal, which does not meet the minimum standards in any area, will be deemed non-responsive and will not be considered further.

Attachment 2 will be used as the basis for selection, along with other requested information demonstrating the proposer's ability to perform the services required as described herein.

Ratings will be made on the basis of points with one hundred (100) points as the maximum and one (1) as the minimum. Points for each criterion shall be multiplied in weight to determine scores. Proposals will be compared on the basis of total scores.

The respondent to this RFP should understand exactly what is required to be submitted in each of the five (5) evaluations "factors" identified on Attachment 2. The complete submission checklist is included as Attachment 1 below.

4.1 CONTRACT AWARD

MCUMTA expressly reserves the right to reject any and all proposals or to waive any irregularity or informality in any proposal or in the RFP procedure and to be the sole judge of the responsibility of any proposer and of the suitability of the materials and/or services to be rendered.

4.2 COSTS

MCUMTA shall not be held liable for any costs incurred by proposers prior to the signing of a contract.
CERTIFICATION
OF
RESTRICTIONS ON LOBBYING

The undersigned hereby certifies on behalf of
________________________________________________________________________

(Name of Bidder)

(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 any 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 influencing or attempting to influence an officer or employee of any agency, a
Member of Congress, an officer or employee of Congress, or an employee of a Member of
Congress in connection with this federal contract, grant, loan, or cooperative agreement, the
undersigned shall complete and submit standard Form LLL, "Disclosure Form to Report
Lobbying," in accordance with its instructions.

(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, sub grants, and
contracts under grants, loans, and cooperative agreements) and that all sub recipients
shall certify and disclose accordingly.

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

Executed this __ day of __________, 20__

Name of Bidder: __________________________________________________________________________

Address: -

City, State, Zip: __________________________________________________________________________

Signature of Authorized Official: ____________________________________________________________

Title of Official: __________________________________________________________________________

Telephone: ______________________________________________________________________________
CERTIFICATION OF CONTRACTOR REGARDING DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION

The undersigned, an authorized official of the Bidder stated below, certifies, by submission of this bid/proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(If the undersigned is unable to certify to any of the statements in this certification, such official shall attach an explanation to this bid/proposal.)


Name of Bidder: ________________________________________________________________

Address: _______________________________________________________________________

City, State, Zip: __________________________________________________________________

Signature of Authorized Official: _________________________________________________

Title of Official: __________________________________________________________________

Telephone: ___________________________ Date: ___________________________
5.0.1 Bid Duration

All bids must remain valid and in effect for forty five (45) days from date of bid opening.

Name of Individual, Partner or Corporation

Address (including zip code)

Authorized Signature  Title  Date
5.1.1 OFFER AND AWARD

5.1.2 OFFER

By execution below bidder hereby offers to furnish the product/service as herein indicated.

BIDDER:

Name ________________________________

Address ________________________________

City, State, Zip ________________________________

Signature of Authorized Signee ________________________________

Title ________________________________

Phone Number - Including Area Code ________________________________

5.1.3 AWARD

By execution below The Mountain Line Transit Authority accepts offer as indicated above for furnishing the product/service as specified.

Contracting Officer ________________________________ Award Date ________________________________

Signature ________________________________ Title ________________________________

Attachment 1 - Submission Checklist
1. Expression of Interest - Letter
2. Record of Recent, Relevant Experience
3. References of Said Experience
4. List of Subcontractors Included (if any)
5. Billing Procedure and Payment Schedule
6. Proposed /delivery
   (I.e. Routine schedule / Response time for plowing and repairs)
7. Acknowledgement of Receipt of Addenda (If issued)
8. West Virginia Business License
9. Proof of liability insurance or workers compensation
   for employees or contracting principals on the job site.
   This proof may be deferred via a letter of intent, but
   The said proof is required before the contract is signed.
10. Certification on Lobbying (Optional until contract signing)
11. Certification Regarding Debarment and Suspension
12. Bid Duration
13. Offer and Award (Contract agreement with RFP and Offer)
14. DBE Information
## Attachment 2 - Proposal Evaluation Worksheet

**Proposer:** _____________________________________________  
**Evaluator:** ____________________________________________  
**Date:** _____________

<table>
<thead>
<tr>
<th>Factor</th>
<th>Weight</th>
<th>Score (1-100)</th>
<th>Weighted Score (Weight x score)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Relevant Experience</td>
<td>20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Relevant References</td>
<td>05</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Weekly Cleaning Cost</td>
<td>35</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hourly Cost on Maintenance</td>
<td>15</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hourly Snowplowing Cost</td>
<td>15</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Service Delivery Schedule/Response Time</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>100</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Notes & Comments:**
**Attachment 3 – Approximate Requirements for the Existing Buildings**

The Authority encourages all serious bidders to schedule an appointment to see both facilities in order to have an accurate bid.

**Fixed Bid Portion:**
Depot @ Garrett Street: Twice Daily Monday to Friday.
Detailed Checklist Attached.

Main Facility @ DuPont Road: Once Daily Tuesday to Fridays.
Detailed Checklist Attached.

The bidder will provide all equipment, cleaning supplies, tools with the exception that Mountain Line will provide the snowplowing vehicle and all replacement parts on building and equipment repair as well as all supplies for dispensers such as paper towels, toilet paper and the like.

The monthly facility checklist is to be filled out monthly. A checklist is also attached to this RFP.

The solar panels on the roof will need to be cleaned annually.

**Hourly Bid - Plowing**
Snowplow both locations (four lots) as needed. On the days of service, the parking lots need to be cleared before bus service starts. The evening accumulations in the lots need to be cleared by 5:30 AM.

In the event of daytime snows. The daytime plowing schedule will either have to be automatic on certain precepts or on call as needed.

**Hourly Bid – for Maintenance Call Outs**
Miscellaneous minor building and fixture repairs as assigned, at either or both locations, and occasionally at the bus stop booths. The time is unknown but expected to be on average just a few hours a week.
Attachment 3 – Approximate Requirements for the Existing Buildings – Cont’d

Overview of the Two Buildings

**Downtown Depot**
**185 Garrett Street Morgantown**
In summary the area consists of the following:

one large office, kitchen, public and private washrooms and a public lobby

**Main Office and Garage**
**420 DuPont Road**
In summary the garage area consists of the following:

A large storage area, two offices, a locker room and two bathrooms with one shower in each.

In summary the main office area consists of the following:

Upstairs has a very large training room, a conference room, controlled entry way, lobby, kitchen, copy room, storage room, copy room, 11 offices upstairs, and hallway

Downstairs has a public lobby, service desk, break room hallway, bathrooms and four offices.

The building on the inside needs to be cleaned while they are open.
Please see the attached lists for the expected cleaning requirements.
Some of these items do not need to be done every day, and some are needed daily.

Miscellaneous repairs in the building need to be done during regular scheduled hours. While the building is open, miscellaneous repairs outside the building such as changing light bulbs or cleaning bus shelters can be any time of day. The hours of service or response time are required for evaluation.
<table>
<thead>
<tr>
<th><strong>BATHROOMS &amp; KITCHEN EVERYDAY</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Clean Public restroom</td>
</tr>
<tr>
<td>☐ Clean Employee restroom</td>
</tr>
<tr>
<td>☐ Fill toilet paper</td>
</tr>
<tr>
<td>☐ Fill paper towels</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>KITCHEN</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Sweep rug with a broom and if weather permits take outside to do this.</td>
</tr>
<tr>
<td>☐ Counter Tops</td>
</tr>
<tr>
<td>☐ Cabinet doors</td>
</tr>
<tr>
<td>☐ Refrigerator door</td>
</tr>
<tr>
<td>☐ Wipe out sinks</td>
</tr>
<tr>
<td>☐ Coffee area</td>
</tr>
<tr>
<td>☐ Remove garbage and Replace garbage bags</td>
</tr>
<tr>
<td>☐ Clean entrance door inside and outside</td>
</tr>
<tr>
<td>☐ Wipe down Wall behind the garbage can</td>
</tr>
<tr>
<td>☐ Sweep floor</td>
</tr>
<tr>
<td>☐ Mop floor</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>RECEPTION OFFICE EVERY DAY</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Empty garbage</td>
</tr>
<tr>
<td>☐ Replace garbage bag</td>
</tr>
<tr>
<td>☐ Polish desk</td>
</tr>
<tr>
<td>☐ Polish credenza</td>
</tr>
<tr>
<td>☐ Dust baseboards</td>
</tr>
<tr>
<td>☐ Run the sweeper</td>
</tr>
<tr>
<td>☐ Clean the chairs</td>
</tr>
<tr>
<td>☐ Clean the windows</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>LOBBY EVERYDAY</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Remove garbage and Replace garbage bags</td>
</tr>
<tr>
<td>☐ Sweep lobby</td>
</tr>
<tr>
<td>☐ Sweep lobby rugs with a broom and if weather permits take outside to do this.</td>
</tr>
<tr>
<td>☐ Windows</td>
</tr>
<tr>
<td>☐ Doors</td>
</tr>
<tr>
<td>☐ Benches</td>
</tr>
<tr>
<td>☐ Dust baseboards</td>
</tr>
<tr>
<td>☐ Clean entrance doors inside and outside</td>
</tr>
<tr>
<td>☐ Mop lobby</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>OUTSIDE AS WEATHER PERMITS</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Clean Windows</td>
</tr>
<tr>
<td>2. Sweep around building and Pick up all garbage</td>
</tr>
<tr>
<td>3. Remove garbage from cigarette trays</td>
</tr>
</tbody>
</table>
### Attachment 3 – Approximate Requirements for the Existing Buildings – Cont’

<table>
<thead>
<tr>
<th>DEPOT</th>
<th>Monday through Friday</th>
</tr>
</thead>
<tbody>
<tr>
<td>Must be cleaned early AM and early Afternoon</td>
<td></td>
</tr>
<tr>
<td><strong>Follow Depot Cleaning List</strong></td>
<td></td>
</tr>
<tr>
<td>Clean all rooms</td>
<td>T</td>
</tr>
<tr>
<td>Restock bathroom supplies</td>
<td>T</td>
</tr>
<tr>
<td>Pick up trash outside</td>
<td>T</td>
</tr>
<tr>
<td>Sweep sidewalks</td>
<td>T</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>WESTOVER</th>
<th>Tuesday through Friday</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vacuum main entry/hallway</td>
<td>D</td>
</tr>
<tr>
<td>Clean all restrooms in building</td>
<td>D</td>
</tr>
<tr>
<td>Restock all bathroom supplies TP, soap, towels etc</td>
<td>D</td>
</tr>
<tr>
<td>Clean all water fountains</td>
<td>D</td>
</tr>
<tr>
<td>Sweep/mop stairwells</td>
<td>D</td>
</tr>
<tr>
<td>Mop Grey Line Lobby</td>
<td>D</td>
</tr>
<tr>
<td>Clean Greyline hallway/offices/lobby area</td>
<td>D</td>
</tr>
<tr>
<td>Clean Lower level break room</td>
<td>D</td>
</tr>
<tr>
<td>Clean 106,107,108,111</td>
<td>D</td>
</tr>
<tr>
<td>Clean 102, lobby, copy room</td>
<td>D</td>
</tr>
<tr>
<td>Clean 113,115,117,118</td>
<td>D</td>
</tr>
<tr>
<td>Sweep/mop locker room and restrooms</td>
<td>D</td>
</tr>
<tr>
<td>Wipe down gym equipment and lockers</td>
<td>W</td>
</tr>
<tr>
<td>Clean Training room</td>
<td>2T</td>
</tr>
<tr>
<td>Clean Conference room</td>
<td>W</td>
</tr>
<tr>
<td>Trash collection - store in unfinished space</td>
<td>D</td>
</tr>
<tr>
<td>Collect Shop/Garage/Fuel Island Trash</td>
<td>D</td>
</tr>
<tr>
<td>Clean/Mop shop offices</td>
<td>D</td>
</tr>
<tr>
<td>Clean/Dust dead file room</td>
<td>M</td>
</tr>
<tr>
<td>Vacuum, dust Library/Studio</td>
<td>M</td>
</tr>
<tr>
<td>Clean tables, counter, cabinets in kitchen</td>
<td>D</td>
</tr>
<tr>
<td>Sweep/mop kitchen, Main entryway</td>
<td>D</td>
</tr>
<tr>
<td>Clean and empty trash in both shelters</td>
<td>D</td>
</tr>
</tbody>
</table>

**Legend**

- **D** - Daily
- **T** - Twice a day
- **W** - Weekly
- **M** - Monthly
- **2T** - Twice a week
FACILITY INSPECTION CHECKLIST

A=MONTHLY  B=SEASONALLY  C=ANNUALLY

SYMBOLS: A-ADJUST; C-CLEAN; CH-CHANGE; I-INSPECT; L-LUBRICATE; O- OBSERVE; OT-OPERATING TEST; S-SERVICE; T-TIGHTEN; D-DRAIN

ADMINISTRATIVE BUILDING

(I) A__________ Office HVAC System: CH air filters, I entire system, O operating pressures, L all bearings.

(I) C___________ Office HVAC System: C condensing coils, C blower fans, C air diffusers, I refrigerant and oil level.

C__________ Office water cooler: C condenser coils, O operation, A water stream.
C__________ Hot water heater: O operation, D tank sediment, A pilot light.
A__________ Refrigerator: O operation, defrost function.
C__________ Refrigerator: C condensing coils.

(*) A__________ Restrooms & Kitchen Plumbing: O leaks, O operation.

(**) A__________ Fire extinguishers: I gauge, seal, tag, mountings.

(**) A__________ Inspect all overhead sprinkler heads for fire suppression system.

TOTAL FACILITY

B___________ Take all seasonal precautions to protect against sub-freezing weather and freeze damage. Turn off, drain or cover all water conduits, shrubs, etc. subject to freeze damage.

SECURITY

A____ Inspect Building Exterior Lights, Garage Lights, Parking Lot Lights
A____ Inspect Door handles/locks, window locks, all exterior doors and outbuildings
A____ Inspect and test Camera system and alarm System
A____ Perimeter and security fencing: O & I all fencing, gates, locks, etc. L gate hinges.

SHOPS

(*) A____ Air compressor: D water from air tank, I & A drive belts, S compressor oil level, L motor bearings, I & A pressure regulator cut-in & cut-out pressure.
C____ Air compressor: CH compressor lubricating oil.

(**) A____ Fire extinguishers: I gauge, seal, tag, mountings.

(*) A____ Vehicle lift: I & S & L. OT general operation.
(*) A____ Shop tools and equipment: I & S.

(I)- Operating inconvenience
(*)- Requires major operational adjustment
(**)- Mission Critical
### ADA COMPLIANCE

**Accessible Approach/Entrance**
- A____ Accessible approach and entrance to facilities that is safe for everyone, including people with disabilities.
- A____ Slopes of ramps no greater than 1:12.
- A____ Adequate number of accessible parking areas available. (See ADAAG requirements)
- A____ Accessible parking areas are appropriate measurements, (8ft wide plus 5 ft wide access aisle for cars, 8ft wide plus 8ft wide access aisle plus 98 in clearance for vans)
- A____ If stairs at main entrance, is there an alternative accessible entrance?
- A____ Signs indicating location of nearest accessible entrance display at all inaccessible entrances.

**Access to Services**
- A____ Accessible entrance provides direct access to main floor.
- A____ All public spaces are on an accessible route of travel.
- A____ Accessible route to all public spaces at least 36 inches wide
- A____ Doors in public spaces have at least 32 inch opening
- A____ Door handles 48 inches high or less and operable with a closed fist
- A____ At least 18 inches clearance next to handle on pull side of doors
- A____ All aisles and pathways to materials at least 36 inches wide
- A____ Adequate room for a wheelchair to change direction (5ft circle or t-shaped space)
- A____ Obstacles are cane detectable in all public areas.
- A____ Emergency systems have both flashing lights and audible signals
- A____ All signs and room numbers designating spaces where public services are provided in compliance with ADAAG standards.
- A____ Directional and Informational signage in compliance with ADAAG standards
- A____ Aisles between fixed seating at least 36 inches wide and spaces for wheelchair seating is distributed throughout
- A____ Table and countertops between 28-34 inches tall
- A____ P/A System working and sufficient volume for hearing impaired

### Usability of Rest Rooms
- A____ At least one restroom is fully accessible with tactile signage identifying restrooms.
- A____ Stall door is operable with a closed fist
- A____ Stall is wheelchair accessible (5ft by 5ft clear of door swing OR a stall that is less accessible but provides greater access than a typical stall)
- A____ One lavatory has a 30 inch wide by 48 inch deep clear space in front. A____
- A____ Lavatory rim is no higher than 34 inches.
- A____ Faucet can be operated with a closed fist.
- A____ Soap and hand dryers within reach ranges and operable with a closed fist

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**COMPLETED BY:**

**DATE:**

**APPROVED BY:**
EXHIBIT 1

GENERAL CONTRACT TERMS AND CONDITIONS

No Federal Government Obligations to Third Parties

(1) The Transit Agency and Vendor 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 Transit Agency, Vendor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Vendor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the Federal Transit Administration. 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 Vendor 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 Vendor 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 Federal Transit Administration (FTA) assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Vendor 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 Vendor to the extent the Federal Government deems appropriate.

(2) The Vendor 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 Vendor, to the extent the Federal Government deems appropriate.

(3) The Vendor 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.

Exclusionary or Discriminatory Specifications

The Vendor agrees that it will comply with the requirements of 49 U.S.C. §5325(h) by refraining from using any Federal assistance awarded by the Transit Agency to support procurements using exclusionary or discriminatory specifications.

Geographic Restrictions

The Vendor agrees to refrain from using state or local geographic preferences, except those expressly mandated or encouraged by Federal statute, and as permitted by FTA.

Audit and Inspection

The Vendor agrees to permit the Transit Agency, WV Division of Public Transit, the Secretary of the United States Department of Transportation and the Comptroller General of the United States, or their authorized representatives, to inspect all Contract work, materials, payrolls, and other data and records with regard to the Contract. The Vendor also agrees to permit an audit of the books, records, and accounts of the Vendor and its subcontractors.

Disadvantaged Business Enterprise (DBE)

The Vendor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The requirements of 49 C.F.R. Part 26 and the U.S. Department of Transportation (USDOT) approved Disadvantaged Business Enterprise (DBE) Program are incorporated in the Contract by reference. The Vendor agrees to take all necessary and reasonable steps under the requirements of 49 C.F.R. Part 28 and the USDOT approved Disadvantaged Business Enterprise (DBE) Program (where required) to ensure that eligible DBEs have the maximum feasible opportunity to participate in USDOT approved Contracts. Failure by the Vendor to carry out these requirements is a material breach of the Contract, which may result in the termination of this Contract or such other remedy as the Transit Agency deems appropriate.

Cargo Preference

The Vendor agrees:

To utilize privately owned United States–Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States–Flag commercial vessels;

To furnish within twenty (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 paragraph above to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the Transit Authority (through the Vendor in the case of a subcontractor’s bill of lading.)
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.

Civil Rights

The following requirements apply to the underlying contract:

1. **Nondiscrimination.** In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., Section 4 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101, et seq., Section 102 of the Americans With Disabilities Act of 1990, 42 U.S.C. § 12101, et seq., and Federal transit law at 49 U.S.C. § 5332, as amended by MAP 21, the Vendor agrees that it will not discriminate against any employee or applicant for employment on the basis of race, color, national origin, religion, sex, disability or age. In addition, the Vendor agrees to comply with any other applicable Federal statutes that may be signed into law or regulations that may be promulgated.

2. **Equal Employment Opportunity.** The following equal employment opportunity requirements apply to the underlying contract:
   - **Race, Color, National Origin, Religion, Sex, Disability or Age.** In accordance with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Vendor 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 Vendor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, color, national origin, religion, sex, disability 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 Vendor agrees to comply with any implementing requirements FTA may issue.
   - **Age.** In accordance with Section 4 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 et seq and implementing regulations, and Federal transit law at 49 U.S.C. § 5332, the Vendor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Vendor agrees to comply with any implementing requirements FTA may issue.
   - **Disabilities.** In accordance with Section 102 of the Americans With Disabilities Act, as amended, 42 U.S.C. § 12112, the Vendor 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 CFR, Part 1630, pertaining to employment of persons with disabilities. In addition, the Vendor agrees to comply with any implementing requirements FTA may issue.

3. The Vendor 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.

Energy Conservation

The Vendor agrees to comply with and, obtain the compliance of its subcontractors, with mandatory standards and policies relating to energy efficiency contained in applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 et seq.

Clean Air & Clean Water Requirements

1. The Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7414 and other applicable provisions of the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq., and Section 508 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1368, and other provisions of the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. The Vendor agrees to report each violation to the WV Division of Public Transit who will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.

2. The Vendor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided from FTA.

Application of Federal, State and Local Laws and Regulations

To achieve compliance with changing federal, state and local requirements, the Vendor shall note that federal, state and local requirements may change and the changed requirements will apply to this Contract as required.

Labor Provisions

The Vendor shall comply with Section 102 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701 et seq., esp. § 3702 & 3704) as supplemented by Department of Labor Regulations (29 CFR, § 5 & 29 CFR § 1926) as they apply the employment of mechanics and laborers. Overtime Requirements. No Vendor or subcontractor for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in paragraph (2) of this section, the Vendor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Vendor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (2) of this section, in the sum of $10 for each calendar day on which such individual was
required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (2) of this section.

Withholding for Unpaid Wages and Liquidated Damages. The Transit Authority shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Vendor or subcontractor under any such contract or any other Federal contract with the same prime Vendor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Vendor, such sums as may be determined to be necessary to satisfy any liabilities of such Vendor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (3) of this section.

Subcontracts. The Vendor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Vendor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

Payrolls and Basic Records. Payrolls and basic records relating thereto shall be maintained by the Vendor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR .5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the Vendor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

Vendors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

Termination

(a) Termination for Convenience

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

(b) Termination for Default (Breach or Cause)

If the Vendor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Vendor fails to perform in the manner called for in the contract, or if the Vendor fails to comply with any other provisions of the contract, the Transit Agency may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Vendor is in default. The Vendor 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 Transit Agency that the Vendor 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 Vendor, the Transit Agency, after setting up a new delivery of performance schedule, may allow the Vendor to continue work, or treat the termination as a termination for convenience.

(c) Opportunity to Cure

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

(d) Waiver of Remedies for Any Breach

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

Bankruptcy

Upon entering of a judgment of bankruptcy or insolvency by or against a Vendor, the Transit Agency may terminate this Contract for cause.

FTA Role in Bid Protests

Under the Federal Transit Administration’s Circular 4220.1F, the Federal Transit Administration’s (FTA’s) appeals process for reviewing protests of a recipient’s procurement decisions are:

1. Requirements for the Protester. The protester must:

a. Qualify as an “Interested Party.” Only an “interested party” qualifies for FTA review of its appeal. An “interested party” is a party that is an actual or prospective bidder or offeror whose direct economic interest would be affected by the award or failure to award the contract at issue.
1. **Subcontractors.** A subcontractor does not qualify as an “interested party” because it does not have a direct economic interest in the results of the procurement.

2. **Consortia/Joint Ventures/Partnerships/Teams.** An established consortium, joint venture, partnership, or team that is an actual bidder or offeror and is acting in its entirety, would qualify as an “interested party” because it has a direct economic interest in the results of the procurement. An individual member of a consortium, joint venture, partnership, or team, acting solely in its individual capacity, does not qualify as an “interested party” because it does not have a direct economic interest in the results of the procurement.

3. **Associations or Organizations.** An association or organization that does not perform contracts does not qualify as an “interested party,” because it does not have a direct economic interest in the results of the procurement.

b. **Exhaust Administrative Remedies.** The protester must exhaust its administrative remedies by pursuing the Transit Agency's protest procedures to completion before appealing the Transit Agency’s decision to FTA.

c. **Appeal Within Five Days.** The protester must deliver its appeal to the FTA Regional Administrator, Region III, 1760 Market Street, Suite 500, Philadelphia, PA 19103-4124 within five (5) working days of the date when the protester has received actual or constructive notice of the Transit Agency’s final decision. Likewise, the protested must provide its appeal to the same address within five (5) working days of the date when the protestor has identified other grounds for appeal to FTA. For example, other grounds for appeal include the Transit Agency’s failure to have or failure to comply with its protest procedures or failure to review the protest.

**Prohibited Interest**

No employee, officer, board member, agent or their family members of the Transit Agency may participate in the selection, award, or administration of a Contract supported by Federal funds if a real or apparent conflict of interest is involved. Such a conflict could arise when any of the parties mentioned above have a financial or other interest in the Vendor selected for the Contract.

**Preference for Recycled Products**

The Vendor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act, 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.

**Metric System**

As required by U.S. DOT or FTA, the Vendor agrees to use the metric system of measurement in its Project activities, as may be required by Metric Conversion Act, as amended by the Omnibus Trade and Competitiveness Act, 15 U.S.C. §§ 205a et seq.; Executive Order No. 12770, “Metric Usage in Federal Government Programs,” 15 U.S.C. § 205a note; and other regulations, guidelines, and policies issued by U.S. DOT or FTA.

**Hold Harmless**

The Vendor agrees to protect, defend, indemnify and hold the Transit Agency, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Contract and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc. relating to personal injury, infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any other tangible or intangible personal or property rights, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decrees of any court, shall be included in the indemnity hereunder. The Vendor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his/her sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.

**Licensing and Permits**

The Vendor shall be appropriately licensed for the work required as a result of the Contract. The cost for any required licenses or permits shall be the responsibility of the Vendor. The Vendor is liable for any and all taxes due as a result of the Contract.

**Compliance with Laws and Permits**

The Vendor shall give all notices and comply with all existing and future federal, state and municipal laws, ordinances, rules, Regulations, and orders of any public authority bearing on the performance of the Contract, including, but not limited to, the laws referred to in these provisions of the Contract and the other Contract documents. If the Contract documents are at variance therewith in any respect, any necessary changes shall be incorporated by appropriate modification. Upon request, the Vendor shall furnish to the Transit Agency certificates of compliance with all such laws, orders, and regulations.

**Severability**

In the event any provision of the Contract is declared or determined to be unlawful, invalid or unconstitutional, such declaration shall not affect, in any manner, the legality of the remaining provisions of the Contract and each provision of the Contract will be and is deemed to be separate and severable from each other provision.

**Debarment and Suspension**

The vendor agrees to, and assures that any other participant at any tier of the project will review the U.S. GSA’s debarment and suspension information available at https://www.sam.gov before entering into any other arrangement in connection with the project.

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

The certification in this clause is a material representation of fact relied upon by the Transit Agency. If it is later determined that the bidder knowingly rendered an erroneous certification, in addition to remedies available to the Transit Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder agrees to comply with the requirements of 2 CFR Part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Prompt Payment

The Vendor agrees to pay each sub-contractor under this prime contract for satisfactory performance of its contract no later than 15 days from the receipt of each payment the prime Vendor receives from the Transit Agency. The Vendor agrees further to return retainage payments to each subcontractor within 15 days after the subcontractor’s work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Transit Agency. This clause applies to both DBE and non-DBE subcontractors.

Accessibility

Vendor agrees that products provided shall be in accordance with the 42 U.S.C. Sections 12101 et seq. and DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 CFR Part 37; and Joint ATBCB/DOT regulations, “American with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 CFR Part 1192 and 49 CFR Part 38.

Federal Regulation Changes

Vendor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement (Form FTA MA(21) dated October 1, 2014) between the Transit Authority and FTA, as they may be amended or promulgated from time to time during the term of this Contract. Vendor's failure to so comply shall constitute a material breach of this contract.

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 provision. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Vendor shall not perform any act, fail to perform any act, or refuse to comply with any Transit Agency requests which would cause Transit Agency to be in violation of the FTA terms and conditions.

06/05/15