

**The Jackson Transit Authority is Federally funded
and therefore all vendors are subject to and all
Procurements include the following contract clauses
implicitly
Required Federal Clauses for “All” Jackson Transit
Authority Purchases:**

No Federal Government Obligations to Third Parties.

(1) JTA and the Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

False or Fraudulent Statements or Claims

The supplier acknowledges and agrees that:

(1) 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 activities in connection with the Project. Accordingly, by accepting the purchase order, the supplier certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with the Project covered by the purchase order. In addition to other penalties that may apply, the Recipient also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Recipient to the extent the Federal Government deems appropriate.

(2) If the supplier makes a false, fictitious, or fraudulent claim, state, submission, or certification to the Federal Government in connection with an urbanized area formula project financed with Federal assistance authorized for 49 U.S.C. § 5307, the Government reserves the right to impose on the Recipient the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Federal Government deems appropriate.

Access to Records of Recipients and Subrecipients

Upon request, the supplier agrees to permit, and require its subcontractors to permit, the U.S. Secretary of Transportation, the Comptroller General of the United States, and, to the extent appropriate, the State, or their authorized representatives, to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the supplier and its subcontractors pertaining to the Project.

Federal Changes

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

Disadvantaged Business Enterprise

It is federal and state policy to award a fair share of contracts to disadvantaged business firms. Accordingly, affirmative steps must be taken to assure that disadvantaged businesses are utilized to meet DBE goals and objectives as outlined in the Grant Agreement. It is hereby declared to be the public policy of the JTA to encourage, develop and support the full participation of disadvantaged business in JTA contracts. "Disadvantaged Business Enterprises" as defined in Section 8(d) of the Small Business Act, is a small business concern owned and controlled by socially and economically disadvantaged individuals. The term "owned" means that at least fifty-one percent (51%) of the business is owned by disadvantaged group members, or in case of publicly owned business, at least fifty-one percent (51%) of the stock of which is owned by disadvantaged group members.

Incorporation of FTA Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, revised February 15, 2011, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any JTA requests which would cause JTA to be in violation of the FTA Terms and Conditions.

Energy Conservation Requirements

The Contractor agrees to comply with all of the mandatory standards and policies relating to energy efficiency that are contained in the respective State Energy Conservation plan issued in compliance with the Energy Policy and Conservation Act.

ADA Access

In general, contractors must comply applicable requirements of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973, and USDOT/FTA implementing regulations.