

Addendum/Amendment

(see page 2)

Request for Proposal



River Cities Public Transit & Southeast Public Transit

2026 Auditor Procurement

RFP Number: RCPTSEPT26-01

PROPOSALS DUE: June 8 @ 10 AM Central Time

Primary Contact Information

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1.1.1 GENERAL INFORMATION

1.2 SPONSORING AGENCY

River Cities Public Transit and Southeast Public Transit (RCPT & SEPT) is the issuing office for this document and all subsequent addenda relating to it. Unless the names of specific agencies are needed for clarity, the term “Agency” in this RFP refers to RCPT & SEPT.

RCPT & SEPT provides services without regard to race, color, gender, religion, national origin, age, or disability, according to the provisions contained in South Dakota Codified Law (SDCL) 20-13, Title VI of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act of 1990 and Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, 1994. Any person who has questions concerning this policy or who believes he or she has been discriminated against should contact the Department’s Civil Rights Office at (605)773-3540.

1.3 PURPOSE OF REQUEST FOR PROPOSAL (RFP)

RCPT & SEPT seek proposals from professionals with the necessary experience, knowledge, and qualifications in large scale audits with companies that receive Federal grant funding. The following requirements should be met by the ideal candidate:

- Plan, conduct, and document audits of federal grant programs, including testing allowability of costs, eligibility, matching requirements, period of performance, and reporting.
- Review compliance with Uniform Guidance, including cost principles, procurement standards, and subrecipient monitoring.
- Perform an annual Single Audit, including the Schedule of Expenditures of Federal Awards (SEFA), and support external auditors as needed.
- Test and evaluate internal controls over federal awards to identify deficiencies that could lead to questioned costs or audit findings
- Perform risk-based internal audits of financial processes, revenue (fares, subsidies, advertising), capital projects, procurement, payroll, and asset management (rolling stock, facilities, equipment).
- Review cash management, indirect cost rates, and matching fund requirements for federal grants.
- Develop and execute an annual risk-based audit plan that prioritizes high-risk federal grant areas (e.g., capital projects, large procurements, subrecipient oversight).
- Evaluate the design and operating effectiveness of internal controls over financial reporting and compliance with federal requirements.
- Identify risks of fraud, waste, abuse, or noncompliance and recommend corrective actions.
- Provide advisory support on improving grant management processes, policy development, and responses to external auditor or FTA oversight reviews.

1.4 PERIOD OF PERFORMANCE

The period of performance for this contract shall be **five (5) years** from the effective date of the Notice to Proceed issued by SEPT and RCPT.

At the sole discretion of each agency, the contract may be **renewed annually** beyond the initial five-year term, subject to mutual agreement, continued need, satisfactory performance, and the availability of funding.

The selected professional shall not begin work until a fully executed contract is in place and a formal Notice to Proceed has been issued. Any extension or renewal of the agreement must be made in writing and signed by both parties.

1.5 PROPOSER ELIGIBILITY

RCPT AND SEPT solicit proposals from qualified agencies, firms, and organizations with demonstrated expertise and experience in providing auditing services.

No proposal will be accepted from, and no contract will be awarded to any person, firm or corporation that is in arrears upon any obligations to RCPT & SEPT or that otherwise may be deemed irresponsible or unreliable by RCPT & SEPT.

The proposer must be registered with the South Dakota Secretary of State to conduct business within the State of South Dakota prior to execution of a contract.

Important: All proposers submitting proposals must have a Unique Entity Identifier (UEI) and be registered on SAM.gov. Failure to provide a UEI or failure to register in SAM.gov will disqualify you from consideration. **Please allow up to 3 weeks for SAM.gov processing.** You must be registered in SAM.gov and have a UEI before the award date to be eligible for award.

Registering on SAM.gov is FREE. For information on registering for SAM.gov please click here:

<https://sam.gov/content/home>

1.6 Proposal Process

1.6.1 Procurement Schedule

This procurement will follow the schedule defined in the following table.

Activity	End Date/ & Time	RFP Section
RFP Publication	05/08/2026	1.5.2
Deadline for submission of written inquiries	05/20/2026 1 PM CT	1.5.3
Agency responses to Proposer questions	05/22/2026 1 PM CT	1.5.3
Proposal submission to Agency	06/03/2026 1 PM CT 6/08/2026	1.6
Evaluation of proposals to determine short list (if required)	06/05/2026 6/12/2026	1.6
Demonstrations, presentations, discussions (if required)	6/8/2026 6/12/2026	1.7
Contract award	06/8/2026 6/19/2026	1.8

1.6.2 Request for Proposal

This document constitutes the complete RFP for this project. The RFP reference number RCPTSEPT 26-01 must be referred to on all proposals, correspondence, and documentation relating to this RFP.

1.6.3 Proposer Inquiries

Proposer and their agents (including subcontractors, employees, consultants, or anyone acting on their behalf) may email inquiries concerning this RFP to obtain clarification of requirements. No inquiries will be accepted after the date and time indicated in the Procurement Schedule.

Questions must be sent to LSchumacher@rcpTransit.com by e-mail with the subject line "RFP Number RCPTSEPT26-01. Proposers and their agents may not otherwise contact Agency regarding this RFP during the solicitation and evaluation process. Inappropriate contact is grounds for suspension or exclusion from this procurement.

The Agency will respond to Proposer's inquiries (if required) by email. All inquiries and the Agency's response will be posted on the agency's website.

Proposers will be notified on the Agency's website regarding any modifications to this RFP. Proposers may not rely on any other statements, either written or verbal, that alter any specification, term, or condition of this RFP.

1.6.4 Proposal Submission

All proposals must be received by RCPT & SEPT by the date and time indicated in the Schedule of Activities. Proposals received after the deadline will be late and ineligible for consideration.

Proposals must be signed in ink by a company official of the Proposer who is legally authorized to bind the Proposer to the proposal. Proposals that are not properly signed may be rejected.

The Proposer must submit an original hard copy and flash drive of the proposal. Proposer may not send the electronic copy of the proposal via email.

The cost proposal must be in a separate sealed envelope labeled "Cost Proposal" and marked with the RFP number and title. The words "Sealed Proposal Enclosed" must be prominently displayed on the outside of the shipping container.

Proposals should be labeled in capital letters as follows:

REQUEST FOR PROPOSAL #: RCPTSEPT26-01
PROPOSAL DUE: June 8th, 1 PM CT
BUYER: LEXIE SCHUMACHER
PROCUREMENT COORDINATOR
RIVER CITIES PUBLIC TRANSIT
1600 E DAKOTA AVE
PIERRE, SOUTH DAKOTA 57501

1.6.5 Proposal Format

The proposal must adhere to the format prescribed in Proposal Format Section of this RFP.

1.6.6 Modification or Withdrawal of Proposals

Proposals may be modified or withdrawn by the Proposer prior to the submission deadline. No oral, telephonic, or facsimile responses or modifications to informal, formal bids, or RFPs will be considered.

1.7 PROPOSAL EVALUATION

Proposals will be evaluated by staff of RCPT and SEPT.

Evaluation Criteria for Proposals

After confirming that a proposal meets the mandatory requirements stated in the Request for Proposal (RFP), evaluators will apply subjective judgment to conduct a comparative assessment based on the following criteria.

Proposal Completeness and Compliance: Evaluation value up to 30 Points

- Was the proposal complete and organized as requested in the RFP?
- Were the required federal certificates signed and submitted?
- Compliance with federal certifications and clauses (any deviations must be noted in the Executive Summary).

Scope of Work Part 1: Evaluation value up to 80 Points

Minimum Qualifications / Requirements:

- Experience auditing nonprofit organizations
- Experience conducting Single Audits
- Licensed Certified Public Accountant (CPA) in good standing
- Ability to conduct annual financial audits in accordance with GAAP
- Independence in accordance with Government Auditing Standards
- Clear fee structure (fixed vs. hourly, multi-year options if applicable)
- Availability for consultation throughout the year, not just during audit period
- References from similar-sized organizations

Scope of Work Part 2: Evaluation value up to 90 Points

Preferred Additional Qualifications:

- Experience with FTA-funded agencies and transit systems
- Familiarity with federal programs such as 5311, 5310, and 5339
- Understanding of indirect cost allocation and federal cost principles
- Experience working with rural or government-funded entities
- Familiarity with depreciation schedules
- Knowledge of QuickBooks Online or similar accounting systems
- Experience with federal grant compliance (specifically Uniform Guidance – 2 CFR Part 200)
- Experience in asset management
- Experience with payroll liabilities and PTO payouts

Comparative Assessment: Evaluation value up to 50 Points

- Does the vendor express the commitment and ability to complete the work within the prescribed time and budget?
- Does the vendor describe the experience and reliability of its organization?
- Does the vendor describe its specialized expertise, technical capabilities, and competence to meet project requirements?
- Does the vendor describe its financial strength, resources, and capability to finance and complete the contract successfully?
- Does the vendor describe a record of past performance, including:
 - Pricing and cost data from previous projects
 - Quality of work
 - Ability to meet schedules
 - Cost control and contract administration

Deliverables: Evaluation value up to 100 Points

- Federal Grant Compliance Audit and Documentation
- Uniform Guidance Compliance Review
- Annual Single Audit and SEFA Preparation Support
- Internal Control Testing for Federal Award Compliance
- Risk-Based Internal Audit of Financial and Operational Processes
- Federal Grant Cash Management and Cost Rate Review
- Annual Risk-Based Audit Plan Development and Execution
- Internal Control Effectiveness Evaluation for Financial Reporting and Compliance
- Fraud, Waste, and Abuse Risk Assessment and Corrective Action Recommendations
- Grant Management Advisory Support and Oversight Response Assistance

Cost Proposal: Evaluation value up to 30 Points

- Was the cost proposal submitted in a separate envelope as required?
- Was a cost summary provided as requested in the RFP?
- Were option costs included or noted as unavailable?

Submission Responsibility

It is a vendor's sole responsibility to submit relevant information for each of the above-described evaluation categories. The State of South Dakota is not obligated to solicit missing information. Failure to provide the necessary details will negatively impact the proposal evaluation.

1.7.1 RCPT & SEPT Conflict of Interest Policy:

following groups shall not participate in or attempt to use their official position to influence any purchasing decisions in which they, or people related to them, have a financial interest:

1. The employee, officer, agent, or board member.
2. Any member of his/her immediate family.
3. His or her partner; or
4. An organization that employs, or is about to employ, any of the above.
5. Organizational conflicts of interest. An organizational conflict of interest means that because of other activities, relationships, or contracts, a contractor is unable or potentially unable to render impartial assistance or advice to RCPT & SEPT; a contractor's objective in performing the contract work is or might be otherwise impaired; or a contractor has an unfair competitive advantage.

Members of the groups listed under conflict-of-interest section shall be subject to the conflict-of-interest laws of South Dakota. Anyone who violates the standards of the law shall be subject to penalties, sanctions, or other disciplinary actions provided for therein. 2CFR 200.319 (b)

GRATUITIES, KICKBACKS, AND CONTINGENT FEES

No member of the groups listed under conflict-of-interest section shall solicit, demand, or accept from any person, contractor, potential contractor, or potential subcontractors, anything of a monetary value, including gifts, gratuities, favors, etc.; except when the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. Anyone failing to adhere to the above will be subject to any disciplinary proceeding deemed appropriate by RCPT and SEPT, including possible dismissal.

CONFIDENTIAL INFORMATION

No member of the groups listed under conflict-of-interest section shall use confidential information for his or her actual or anticipated personal gain, or the actual or anticipated personal gain of any other person related to them by blood, marriage, or by common commercial or financial interest. Anyone failing to adhere to the above will be subject to any disciplinary proceeding deemed appropriate by **River Cities Public Transit**, including possible dismissal.

ORGANIZATIONAL CONFLICT OF INTEREST

Each entity that enters a contract with RCPT & SEPT is required, prior to entering such contract, to inform RCPT & SEPT of any real or apparent organizational conflict of interest. Such organizational conflict of interest exists when the nature of the work to be performed under a contract may, without some restriction on future activities, result in an unfair competitive advantage to the contractor or may impact the contractor's objectivity in performing the contract work.

1.7.2 Comparative Assessment

After determining that a proposal satisfies the requirements stated in the Request for Proposal, the evaluators will use subjective judgment to conduct a comparative assessment of the proposal by considering:

- requirements of the RFP
- commitment and ability to accomplish the work within prescribed time and budget.
- experience and reliability of the proposer's organization
- qualifications of the personnel proposed to perform the work, whether from the proposer organization or from a subcontractor

- specialized expertise, capability, and technical competence to meet the project requirements as demonstrated by the proposed approach and methodology.
- resources available to perform the work, including any specialized services, within the specified time limits for the project.
- record of past performance, including price and cost data from previous projects, quality of work, ability to meet schedules, cost control, and contract administration.
- availability to the project locale
- familiarity with the project locale
- proposed project management techniques.
- ability and proven history in handling special project constraints

It is the proposer's sole responsibility to submit information related to the evaluation categories. RCPT & SEPT is under no obligation to solicit such information if it is not included in the proposal. The proposer's failure to submit such information may adversely affect the evaluation of the proposal.

1.8 SUPPLEMENTAL INFORMATION

RCPT & SEPT may require or invite additional information after proposals are submitted.

1.8.1 Presentation/Demonstrations

RCPT & SEPT may require a presentation or demonstration by a Proposer to clarify the proposal. However, RCPT & SEPT may award a contract based on the initial proposals received without a presentation or demonstration. If presentations or demonstrations are required, they will be made at the Proposer's expense.

1.8.2 Discussions

RCPT & SEPT may invite the proposer to have engagement in discussions after the proposals have been submitted. Discussions will be made at the proposer's expense.

1.8.3 Financial Statement

RCPT & SEPT may require the proposer to submit a copy of its most recent audited financial statements.

1.9 NEGOTIATIONS AND AWARD

This procurement is a Request for Proposal/Competitive Negotiation process. Each proposal will be evaluated, and each Proposer will be available for negotiation discussions and meetings at RCPT & SEPT's request. RCPT & SEPT reserves the right to negotiate any component of any proposal submitted. From the time the proposals are submitted until formal award of a contract, all proposals and negotiation discussions will be considered confidential.

RCPT & SEPT and the highest ranked proposer will mutually discuss and refine the scope of work and negotiate terms, including compensation and performance schedule. If the agency and the highest ranked proposer are unable to negotiate a contract at a fair and reasonable level of compensation, RCPT & SEPT will, either orally or in writing, terminate negotiations with the proposer. The agency may then negotiate with the next highest ranked proposer. The negotiation process may continue through successive proposers, according to proposal ranking, until an agreement is reached, or the contracting process terminates.

1.9.1 Best and Final Offers

RCPT & SEPT reserves the right to request best and final offers. RCPT & SEPT will initiate the request for best and final offers; they may not be initiated by a proposer. Best and final offers may not be necessary if RCPT & SEPT are satisfied with the proposals received.

If best and final offers are sought, RCPT & SEPT will select the proposers to be notified and ask them to submit their best and final offers. Requests will identify specific areas to be covered and the response deadline. Conditions, terms, or price of the proposal may be altered, provided the changes are within the scope of this Request for Proposal and the instructions contained in the request for best and final offer. If a Proposer does not submit a best and final offer or a notice of withdrawal, the Proposer's previous proposal will be considered its best and final proposal. After best and final offers are received, final evaluations will be conducted.

1.9.2 Rejection, Waiver, and Award

RCPT & SEPT reserves the right to reject any or all proposals, waive technicalities, and make award(s) as deemed to be in the best interest of RCPT & SEPT.

1.10 PROTEST PROCEDURES

Section 200.318(k) of Title 2, Code of Federal Regulations, and the Common Grant Rules assign responsibility to the Recipient, in accordance with the good administrative practice and sound business judgment, for resolving all contractual and administrative issues arising out of their third-party procurements, including, but not limited to, source evaluation, protests, disputes, and claims. FTA will not substitute its judgment for that of the Recipient unless the matter is primarily a federal concern. Violations of law will refer to the local, state, or Federal authority having proper jurisdiction.

The recipient must have and use documented procurement procedures, consistent with State, local, and tribal laws and regulations and the standards of this section, for the acquisition of property or services required under a Federal award or subaward.

In conformance with FTA Circular 4220.1F, the Recipient shall in all instances disclose information regarding any protests to FTA and expeditiously notify FTA of any protests when applicable. [FTA C 4220.1F Ch. VII, \(1\)\(a\)\(2\)\(a\)](#). All protest decisions must be in writing. [FTA C 4220.1F Ch. VII, \(1\)\(a\)\(1\)](#).

Any "Interested Party," as defined in [FTA Circular 4220.1F](#), who is aggrieved in connection with the solicitation or award of a contract associated with the FTA grant may protest to the **1600 East Dakota Avenue, Pierre, SD 57501, and email at procurement@rcptransit.com**. The protest shall be submitted in writing within ten (10) business days after such aggrieved interested party knows, or should have known, of the facts giving rise thereto. Protests received after the ten-business-day period shall not be considered. The written protest shall include, as a minimum, the following:

- A. The name and address of the protestor.
- B. Appropriate identification of the procurement by bid, RFP, or award number.
- C. A statement of the reasons for the protest; and,
- D. Any available exhibits, evidence or documents substantiating the protest.

The recipient will respond, in detail, to each substantive issue raised in the protest by the protestor. The Agency Director or Authorized person has the authority to make a final determination on the protest. The Agency Director or Authorized person's determination will be final. A request for reconsideration of

the decision regarding the protest may be allowed by a co-Director or Authorized person if data becomes available that was not previously known, or there has been an error of law or regulation. FTA will only entertain a protest that alleges RCPT and SEPT failed to follow RCPT and SEPT protest procedures, and the protest must be filed in accordance with [FTA Circular 4220.1F](#).

1.11 REQUIRED CERTIFICATIONS

By signing and submitting its proposal, the proposer certifies its compliance with the following administrative requirements of the State of South Dakota.

1.11.1 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

By signing and submitting its proposal, the Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any Federal department or agency from transactions involving the use of Federal funds. If the Vendor is unable to certify any of the statements in this certification, the Vendor will attach an explanation to its proposal.

1.11.2 Non-Discrimination Statement

The State requires all contractors, vendors, and suppliers doing business with the State to provide a statement of non-discrimination. By signing and submitting its proposal, the Vendor certifies that it does not discriminate in its employment practices with regard to race, color, creed, religion, age, sex, ancestry, national origin, or disability.

1.11.3 Restriction of Boycott of Israel

By submitting a response to this solicitation or agreeing to contract with the State, contractors, vendors, suppliers, or subcontractors with five (5) or more employees who enter into a contract with the State of South Dakota that involves the expenditure of one hundred thousand dollars (\$100,000) or more, agree that the following information is correct:

The bidder or vendor, in preparing its response or offer or in considering proposals submitted from qualified, potential vendors, suppliers, and subcontractors, or in the solicitation, selection, or commercial treatment of any vendor, supplier, or subcontractor, has not reused to transact business activities, has not terminated business activities, and has not taken other similar actions intended to limit its commercial relations, related to the subject matter of the bid or offer, with a person or entity on the basis of Israeli national origin, or residence or incorporation in Israel or its territories, with the specific intent to accomplish a boycott or divestment of Israel in a discriminatory manner. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to reject the bid or response submitted by the bidder or vendor on this project and terminate any contract awarded based on the bid or response. The successful bidder or vendor further agrees to provide immediate written notice to the contracting executive branch agency if during the term of the contract it no longer complies with this certification and agrees such noncompliance may be grounds for contract termination.

2 STANDARD CONTRACT TERMS AND CONDITIONS

Any contract or agreement resulting from this RFP will include RCPT & SEPT standard terms and conditions listed below, along with any additional terms and conditions negotiated by the parties.

- 2.1 The Contractor will perform those services described in the Scope of Work, attached hereto as Section 3 of the RFP and by this reference incorporated herein.
- 2.2 The Contractor's services under this Agreement will start on date determined by both parties and will be automatically renewed annually, unless terminated sooner pursuant to the terms hereof.
- 2.3 The Contractor will not use Agency's equipment, supplies or facilities. The Contractor will provide the Agency with its Employer Identification Number, Federal Tax Identification Number or Social Security Number upon execution of this Agreement.
- 2.4 The Agency will make payment for services upon satisfactory completion of the services. The TOTAL CONTRACT AMOUNT will be determined after contract negotiation. The Agency will not pay Contractor's expenses as a separate item. Payment will be made pursuant to itemized invoices submitted with a signed authorization. Payment will be made consistent with agreement.
- 2.5 The Contractor agrees to indemnify and hold the Agency, its officers, agents, and employees, harmless from and against any and all actions, suits, damages, liability, or other proceedings that may arise as the result of performing services hereunder. This section does not require the Contractor to be responsible for or defend against claims or damages arising solely from errors or omissions of the Agency, its officers, agents, or employees.
- 2.6 The Contractor, at all times during the term of this Agreement, will obtain and maintain in force insurance coverage of the types and with the limits as follows:
- A. Commercial General Liability Insurance:
- The Contractor will maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$1 million for each occurrence. If such insurance contains a general aggregate limit, it will apply separately to this Agreement or be no less than two times the occurrence limit.
- B. Professional Liability Insurance or Miscellaneous Professional Liability Insurance:
- The Contractor agrees to procure and maintain professional liability insurance or miscellaneous professional liability insurance with a limit not less than \$1 million.
- C. Business Automobile Liability Insurance:
- The Contractor will maintain business automobile liability insurance or equivalent form with a limit of not less than \$1 million for each accident. Such insurance will include coverage for owned, hired, and non-owned vehicles.
- D. Workers' Compensation Insurance:
- The Contractor will procure and maintain workers' compensation and employers' liability insurance as required by South Dakota law.

Before beginning work under this Agreement, Contractor will furnish the Agency with properly executed Certificates of Insurance which will clearly evidence all insurance required in this Agreement. In the event a substantial change in insurance, issuance of a new policy, cancellation or nonrenewal of the policy, the Contractor agrees to provide immediate notice to the Agency and provide a new certificate of insurance showing continuous coverage in the amounts required. Contractor will furnish copies of insurance policies if requested by the Agency.

2.7 While performing services hereunder, the Contractor is an independent contractor and not an officer, agent, or employee of the Agency.

2.8 Contractor agrees to report to the Agency any event encountered in the course of performance of this Agreement which results in injury to the person or property of third parties, or which may otherwise subject Contractor or the Agency to liability. Contractor will report any such event to the Agency immediately upon discovery.

Contractor's obligation under this section will only be to report the occurrence of any event to the Agency and to make any other report provided by their duties or applicable law. Contractor's obligation to report will not require disclosure of any information subject to privilege or confidentiality under law (e.g., attorney-client communications). Reporting to the Agency under this section will not excuse or satisfy any obligation of Contractor to report any event to law enforcement or other entities under the requirements of any applicable law.

2.9 This Agreement may be terminated by either party hereto upon thirty (30) days written notice. In the event the Contractor breaches any of the terms or conditions hereof, this Agreement may be terminated by the Agency at any time with or without notice. If termination for such a default is affected by the Agency, any payments due to Contractor at the time of termination may be adjusted to cover any additional costs to the Agency because of Contractor's default. Upon termination the Agency may take over the work and may award another party an agreement to complete the work under this Agreement. If after the Agency terminates a default by Contractor it is determined that Contractor was not at fault, then the Contractor will be paid for eligible services rendered and expenses incurred up to the date of termination.

2.10 This Agreement may not be assigned without the express prior written consent of the Agency. This Agreement may not be amended except in writing, which writing will be expressly identified as a part hereof and be signed by an authorized representative of each of the parties hereto.

2.11 The Contractor will comply with all federal, state, and local laws, regulations, ordinances, guidelines, permits and requirements applicable to providing services pursuant to this Agreement, and will be solely responsible for obtaining current information on such requirements.

2.12 The Contractor may not use subcontractors to perform the services described herein without the express prior written consent of the Agency. The Contractor will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify the Agency, and to provide insurance coverage for the benefit of the Agency in a manner consistent with this Agreement. The Contractor will cause its subcontractors, agents, and employees to comply, with applicable federal, state, and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance.

2.13 Contractor hereby acknowledges and agrees that all reports, plans, specifications, technical data, miscellaneous drawings, software system programs and documentation, procedures, or files, operating instructions and procedures, source code(s) and documentation, including those necessary to upgrade and maintain the software program, and all information contained therein provided to the Agency by the Contractor in connection with its performance of services under this Agreement will belong to and is the property of the Agency and will not be used in any way by the Contractor without the written consent of the Agency. Papers, reports, forms, software programs,

source code(s) and other material which are a part of the work under this Agreement will not be copyrighted without written approval of the Agency.

- 2.14 The Contractor certifies that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment or suspension, or declared ineligible from participating in transactions by the federal government or any state or local government department or agency. Contractor further agrees that it will immediately notify the Agency if during the term of this Agreement Contractor or its principals become subject to debarment, suspension, or ineligibility from participating in transactions by the federal government, or by any state or local government department or agency.
- 2.15 In the event that any court of competent jurisdiction will hold any provision of this Agreement unenforceable or invalid, such holding will not invalidate or render unenforceable any other provision hereof.
- 2.16 All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.

3 SCOPE OF WORK

River Cities Public Transit (RCPT) and Southeast Public Transit (SEPT) are jointly seeking to procure a comprehensive and reliable dispatching software system to support and enhance the coordination, scheduling, and operational management of public transit services. This procurement is for a **5-year contract** with the **option to renew** for additional terms following the initial contract period.

3.1 OBJECTIVES

Minimum Qualifications / Requirements:

- Experience auditing nonprofit organizations
- Experience conducting Single Audits
- Licensed Certified Public Accountant (CPA) in good standing
- Ability to conduct annual financial audits in accordance with GAAP
- Independence in accordance with Government Auditing Standards
- Clear fee structure (fixed vs. hourly, multi-year options if applicable)
- Availability for consultation throughout the year, not just during audit period
- References from similar-sized organizations

Preferred Additional Qualifications:

- Experience with FTA-funded agencies and transit systems
- Familiarity with federal programs such as 5311, 5310, and 5339
- Understanding of indirect cost allocation and federal cost principles
- Experience working with rural or government-funded entities
- Familiarity with depreciation schedules
- Knowledge of QuickBooks Online or similar accounting systems
- Experience with federal grant compliance (specifically Uniform Guidance – 2 CFR Part 200)
- Experience in asset management

- Experience with payroll liabilities and PTO payouts

4 PROJECT DELIVERABLES

4.1 DELIVERABLES

All project deliverables will be submitted in a professional, standardized format using Microsoft® Word (.docx), PowerPoint (pptx), Excel (xlsx), or Adobe® PDF (.pdf).

Deliverable Task	Description
1	Plan, conduct, and document audits of federal grant programs, including testing allowability of costs, eligibility, matching requirements, period of performance, and reporting.
2	Review compliance with Uniform Guidance, including cost principles, procurement standards, and subrecipient monitoring
3	Perform an annual Single Audit, including the Schedule of Expenditures of Federal Awards (SEFA), and support external auditors as needed.
4	Test and evaluate internal controls over federal awards to identify deficiencies that could lead to questioned costs or audit findings Test and evaluate internal controls over federal awards to identify deficiencies that could lead to questioned costs or audit findings
5	Perform risk-based internal audits of financial processes, revenue (fares, subsidies, advertising), capital projects, procurement, payroll, and asset management (rolling stock, facilities, equipment).
6	Review cash management, indirect cost rates, and matching fund requirements for federal grants.
7	Develop and execute an annual risk-based audit plan that prioritizes high-risk federal grant areas (e.g., capital projects, large procurements, subrecipient oversight).
8	Evaluate the design and operating effectiveness of internal controls over financial reporting and compliance with federal requirements.
9	Identify risks of fraud, waste, abuse, or noncompliance and recommend corrective actions.
10	Provide advisory support on improving grant management processes, policy development, and responses to external auditor or FTA oversight reviews.

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4.2 PAYMENT FOR DELIVERABLES

Payment for services rendered under the resulting contract will be made upon the Agency's formal acceptance of key project deliverables as outlined in the Scope of Work.

SEPT and RCPT will each be independently responsible for the implementation and payment of their respective auditing services. All invoices must be identified with the agency (SEPT or RCPT), the billing period, and the specific deliverables or services provided.

Payments will be made on an annual basis, contingent upon the successful performance and acceptance of services. The Contractor shall submit invoices per the agreed payment schedule and provide any supporting documentation as requested by the Agency. All payments are subject to the availability of funds and compliance with federal, state, and local requirements, including FTA procurement regulations.

5 PROPOSAL FORMAT

The proposal shall consist of two distinct parts:

- **Technical Proposal**
This section should provide a comprehensive description of the proposed technical approach, methodology, work plan, team qualifications, and any other relevant technical information that demonstrates the offeror's ability to perform the required work successfully.
- **Cost Proposal**
Submitted separately from the Technical Proposal, the Cost Proposal must include detailed cost estimates, broken down by labor categories, materials, travel, and other direct costs. All cost data must be fully supported and documented.

5.1.1 Title Page

The title page should identify:

- Project title
- RFP Number
- Submission date
- Name and title of submitter
- Authorized signature
- Company logo (if applicable)
- Company name
- Address
- City, State, and Zip code
- Telephone number
- e-mail address

By signing the title page, the proposer certifies compliance with the administrative requirements of the Agency.

5.1.2 Table of Contents

The Technical Proposal must include a table of contents referencing page numbers of sections and subsections. All pages must be numbered.

5.1.3 Executive Summary

The one- or two-page Executive Summary should briefly summarize the Proposer's proposal. It must identify any requirements that cannot be met by the Proposer. A reader should be able to ascertain the essence of the proposal by reading the executive summary.

Proprietary information requests must be stated in the Executive Summary. The proposal of the successful Proposer becomes public information, but proprietary information such as client lists, and nonpublic financial statements can be protected under limited circumstances. The executive summary must contain specific justification explaining why the information is to be protected.

Proposers must clearly identify in the executive summary and the body of the proposal specific proprietary information they request to be protected. An entire proposal may not be marked as proprietary.

5.1.4 Understanding of the Project

To demonstrate comprehension of the project, the Proposer should describe their understanding of the purpose and scope of the project, critical success factors, potential problems, and concepts for the deliverables. The Proposer should not simply repeat the wording of the RFP but rather communicate their own insights regarding the nature and significance of the problem. This section should not exceed two pages.

5.1.5 Objectives

The Objectives section should cite, in order, each of the study's objectives listed in Section 3 of the Request for Proposal and describe how each will be accomplished. Deviations from the objectives listed in the RFP must be explained and justified.

5.1.6 Work Plan

The Work Plan should cite, in order, each task listed in Section 3 of the Request for Proposal and describe in appropriate detail how each will be performed and contribute to accomplishing the study's objectives. Deviations from the tasks listed in the RFP must be explained and justified.

The work plan should describe the work and explain how the Proposer will accomplish it. It should describe the technical basis for the work, methodologies to be employed, and technical challenges and means to overcome them. The plan should be complete, providing the greatest level of detail the Proposer's understanding of the problem permits.

5.1.7 Deliverables

The Deliverables section should describe the content and format each product the Proposer will create during the work. At a minimum, the section must include all the major deliverables required in Section 4. It may include other documents such as meeting notes, progress reports, and working papers.

5.1.8 Schedule

The Schedule section should include when each task of the project will be performed. Planned to begin and ending dates, in terms of elapsed time from project inception, should be listed. The information should be presented in a form that can be converted to actual dates after the project is started. The schedule should allow at least twenty (20) working days for Agency to review technical memoranda and draft reports. The schedule must reflect the proposer's understanding of the scope and demonstrate a logical, achievable timeline that supports a successful implementation.

5.1.9 Staffing Plan

The Staffing Plan should include narrative that accurately identifies the individuals who will be assigned to the project, explains their roles and responsibilities, both technical and administrative, and describes how their academic and professional qualifications and experience relate to the project. Brief summaries of past accomplishments in the same or closely related problem areas should be cited, but lengthy *curricula vitea* should be deferred to an appendix to the proposal if they are included at all.

The plan should include a table that lists the number of hours each person will commit to each task and the total number of hours committed to each task and assigned to each person. Names of key professionals should be specified, while support personnel may be identified by classification.

Team members' current commitments to other work should be described in sufficient detail to permit assessment of their availability to meet the proposal's commitments. If the use of subcontractors is anticipated, the table should group and subtotal the hours from each subcontractor separately.

The section should include a statement that the level of effort proposed for principal members of the research team will not be changed without the written consent of Agency.

5.1.10 Agency Involvement

This section should describe assistance required from the Agency and partner agencies, such as access to transportation facilities, access to records or data, or interviews. The required level of effort should be quantified as fully as possible.

5.1.11 Quality Management Plan

The Quality Management Plan should describe how the research activity will be managed to ensure the quality of work and deliverables. It should identify management responsibilities of team members and the processes that will be used to prevent, detect, and resolve quality problems.

In addition, the Quality Management Plan should describe how the quality of technical writing will be ensured and identify specific staff or external resources that will be employed to ensure clarity, accuracy, and proper grammar of all deliverables.

5.1.12 Corporate Qualifications

This section should describe the qualifications of the organizations proposed to perform the work. The section should identify corporate resources, including any specialized services, available to perform the work within the project timeline. Other factors, such as availability to and familiarity with the project locale, corporate knowledge of the subject and experience in similar projects, organizational capacity and stability, and experience in government-sponsored work should be explained.

5.1.13 Relevant Project Experience

This section should describe up to four recent projects related to the subject of this RFP that the Proposer completed.

For each project, the scope of work, project scale, starting and completion dates, and particular challenges and constraints should be described.

The Proposer's technical and managerial roles and responsibilities for the project should be explained. The outcome of the work, in terms of successfully accomplishing the work on time and within budget, should be described. Litigation or adverse contract action regarding contract performance should be reported.

The project's principal sponsor should be listed, including company name and contact information, as well as the project manager and contact information. Contact information should include address, phone, and e-mail.

5.1.14 Federal Certifications and Clauses

The chosen proposer and any other contractors involved with this project must comply with all Federal Certifications and Clauses listed in Section 6 of this RFP. If any Federal Certification or Clause cannot be met, provide explanation in this section of the proposal. Two (2) signed statements must be included:

- Government-Wide Debarment and Suspension
- Certification and Restrictions on Lobbying

5.2 COST PROPOSAL

The Cost Proposal must be submitted in a separate sealed envelope labeled "Cost Proposal". The Cost Proposal will be evaluated independently from the Technical Proposal.

The Cost Proposal must include a statement confirming the Proposer's willingness and ability to perform the work described in this RFP for the price being offered. All costs related to the provision of the required services must be included. Agency is tax exempt, and taxes should not be included in the costs.

5.2.1 Cost Summary

The Proposer shall provide a detailed cost summary that clearly identifies all costs associated with completing the Scope of Work. The cost proposal must be submitted in a separate, sealed envelope (or electronic equivalent, if applicable) labeled "**Cost Proposal**" to ensure it is evaluated independently from the technical proposal.

The Cost Summary shall include, at a minimum:

- Breakdown of Costs
 - Labor categories, hourly rates, and estimated hours.
 - Travel and per diem (if applicable).
 - Any subcontractor costs (with details).
- Total Project Cost
 - Summarized total cost for the base contract period.
 - Itemized costs for each optional renewal or extension period, if applicable.
- Pricing Format
 - All costs must be expressed in U.S. Dollars.
 - All prices shall be firm for the contract period and include all applicable taxes, fees, insurance, and other costs necessary to perform the work described in the Scope of Work.
 - No additional charges will be allowed unless specifically agreed to in writing by the Agency.
- FTA Compliance
 - Proposers must ensure cost estimates comply with all applicable Federal Transit Administration (FTA) cost principles and procurement regulations, including 2 CFR Part 200.

- Any costs deemed unallowable under Federal regulations will not be reimbursed.

The Agency reserves the right to request additional cost details or clarification during the evaluation process.

6 FEDERAL CERTIFICATION AND CLAUSES

ACCESS TO RECORDS AND REPORTS

1. Record Retention. The Contractor will retain and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records. (a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

2. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

3. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information, including such records and information the contractor or its subcontractors may regard as confidential or proprietary, related to performance of this contract in accordance with 2 CFR § 200.337.

4. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

AMERICANS WITH DISABILITIES ACT(ADA)

The contractor agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

BUY AMERICA REQUIREMENTS

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661 and 2 CFR § 200.322 Domestic preferences for procurements, which provide that Federal funds may not be obligated unless all 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.

Build America, Buy America Act. Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget’s “Buy America Preferences for Infrastructure Projects,” 2 CFR Part 184. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b). In accordance with 2 CFR § 184.2(a), the Recipient shall apply the standards of 49 CFR Part 661 to iron, steel, and manufactured products.

Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C), 49 U.S.C. § 5323(u) and 49 C.F.R. § 661.11. Domestic preferences for procurements

The bidder or offeror must submit to the Agency the appropriate Buy America certification. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive. For more information please see the FTA’s Buy America webpage at: <https://www.transit.dot.gov/buyamerica>

CARGO PREFERENCE REQUIREMENTS

The contractor agrees:

- a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available. 46 U.S.C. § 55305, and U.S. Maritime Administration regulations, “Cargo Preference – U.S.-Flag Vessels,” 46 CFR Part 381.
- b. to furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading 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 46 CFR § 381.7(a)(1) shall be furnished to both the recipient (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590; and
- c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

CHANGES TO FEDERAL REQUIREMENTS

Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient’s Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and

Applicable changes to those federal requirements will apply to each Third Party Agreement and parties thereto at any tier.

CIVIL RIGHTS LAWS AND REGULATIONS

The following Federal Civil Rights laws and regulations apply to all contracts.

The Contractor and any subcontractor agree to comply with all the requirements prohibiting discrimination on the basis of race, color, or national origin of the Title VI of the Civil Rights Action of 1964, as amended 52 U.S.C 2000d, and U.S. DOT regulation “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of the Title VI of the Civil rights Act, “49 C.F. R. Part 21 and any implementing requirement FTA may issue.

1 Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to:

a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation), disability, or age, and prohibits discrimination in employment or business opportunity.

b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, Title VI of the Civil Rights Act of 1964,” 49 CFR Part 21, and 49 U.S.C. § 5332, prohibits discrimination in employment on the basis of race, color, religion, sex, or national origin.

2 Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

3 Nondiscrimination on the Basis of Age. The “Age Discrimination Act of 1975,” as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

4 Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Civil Rights and Equal Opportunity

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times

comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Equal Employment Opportunity. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, et seq.; and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements, without regard to their race, color, religion, national origin, or sex (including sexual orientation). In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA may issue.

4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

5. Federal Law and Public Policy Requirements. The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and the Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of \$150,000:

Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.”

DEBARMENT AND SUSPENSION

Debarment and Suspension (Executive Orders 12549 and 12689). A covered transaction (see 2 C.F.R. §§ 180.220 and 1200.220) must not be entered into with any party listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (31 U.S.C. § 6101 note, 51 Fed. Reg. 6370,) and 12689 (31 U.S.C. § 6101 note, 54 Fed. Reg. 34131), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Recipient agrees to include, and require each Third Party Participant to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant:

(1) Complies with federal debarment and suspension requirements; and

(2) Reviews the SAM at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 CFR Part 1200.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

It is the policy of the Agency and the United States Department of Transportation (“DOT”) that Disadvantaged Business Enterprises (“DBE’s”), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Agency deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;

(2) Assessing sanctions;

(3) Liquidated damages; and/or

(4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 C.F.R. § 26.29(a).

Finally, for contracts with defined DBE contract goals, the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency's written consent; and that, unless the Agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

FLY AMERICA

a) Definitions. As used in this clause—

1) "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. 2) "United States" means the 50 States, the District of Columbia, and outlying areas. 3) "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencies, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

e) Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms shall be deemed to control in the event of a conflict with other

provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

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 must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 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 Government's 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.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it

may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

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

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

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

- 1) Procure or obtain covered telecommunications equipment or services;
 - 2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services;
- or
- 3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

(b) As described in section 889 of Public Law 115-232, “covered telecommunications equipment or services” means any of the following:

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) 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);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment;
- (4) 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, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country;

(c) For the purposes of this section, “covered telecommunications equipment or services” also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(d) In implementing the prohibition under section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs must 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 telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.

(e) When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.

(f) For additional information, see section 889 of Public Law 115-232 and 200.471.

PROMPT PAYMENT

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

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

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

RESTRICTIONS ON LOBBYING

Conditions on use of funds.

(a) No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay 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 any of the following covered Federal actions: 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.

(b) Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification, that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.

(c) Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.

(d) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, whether that person has made or has agreed to make any payment to influence or attempt 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 that loan insurance or guarantee.

(e) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form if that person has made or has agreed to make any payment to influence or attempt 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 that loan insurance or guarantee.

Certification and disclosure.

(a) Each person shall file a certification, and a disclosure form, if required, with each submission that initiates agency consideration of such person for:

- (1) Award of a Federal contract, grant, or cooperative agreement exceeding \$100,000; or
- (2) An award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000.

(b) Each person shall file a certification, and a disclosure form, if required, upon receipt by such person of:

- (1) A Federal contract, grant, or cooperative agreement exceeding \$100,000; or
- (2) A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000,

Unless such person previously filed a certification, and a disclosure form, if required, under paragraph (a) of this section.

(c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraphs (a) or (b) of this section. An event that materially affects the accuracy of the information reported includes:

- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
- (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
- (3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(d) Any person who requests or receives from a person referred to in paragraphs (a) or (b) of this section:

- (1) A subcontract exceeding \$100,000 at any tier under a Federal contract;
- (2) A subgrant, contract, or subcontract exceeding \$100,000 at any tier under a Federal grant;
- (3) A contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding \$150,000; or,

(4) A contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement, **shall file a certification, and a disclosure form, if required, to the next tier above.**

(e) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (a) or (b) of this section. That person shall forward all disclosure forms to the agency.

(f) Any certification or disclosure form filed under paragraph (e) of this section shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31, U.S. Code.

(g) For awards and commitments in process prior to December 23, 1989, but not made before that date, certifications shall be required at award or commitment, covering activities occurring between December 23, 1989, and the date of award or commitment. However, for awards and commitments in process prior to the December 23, 1989 effective date of these provisions, but not made before December 23, 1989, disclosure forms shall not be required at time of award or commitment but shall be filed within 30 days.

(h) No reporting is required for an activity paid for with appropriated funds if that activity is allowable under either subpart B or C.

SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use

The Contractor 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 Contractor or Agency.

Distracted Driving

The Contractor 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 Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

SIMPLIFIED ACQUISITION THRESHOLD

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317–200.327. The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America’s eligibility and process requirements apply to any procurement in excess of \$150,000. 49 U.S.C. § 5323(j)(13).

SOLID WASTES (RECOVERED MATERIALS)

(a) A Recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(b) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

Applies to States –

a. To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:

- (1) The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;
- (2) The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and
- (3) The amount of federal assistance FTA has provided for a State Program or Project.

b. Documents - The State agrees to provide the information required under this provision in the following documents:

- (1) applications for federal assistance,
- (2) requests for proposals or solicitations,
- (3) forms,
- (4) notifications,
- (5) press releases,
- (6) other publications.

TERMINATION

Termination for Convenience (General Provision)

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

Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the 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 Contractor is in default. The Contractor will be paid only 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 Agency that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)

The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

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

Waiver of Remedies for any Breach

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

Termination for Convenience (Professional or Transit Service Contracts)

The Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Agency's interest. If this contract is terminated, the Agency shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Transportation Services)

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

If this contract is terminated while the Contractor has possession of Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Agency or its

agent. The Contractor and Agency shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

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

Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Agency may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Agency resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Agency in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if: 1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and 2. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract. 3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Architect and Engineering)

The Agency may terminate this contract in whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Agency's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency.

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

Termination for Convenience or Default (Cost-Type Contracts)

The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Agency or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Agency and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of Agency, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a Notice of Termination for Default, the Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

VIOLATION AND BREACH OF CONTRACT

Disputes:

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

Performance during Dispute:

Unless otherwise directed by the agencies authorized representative, contractor 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 agencies authorized representative and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Agency is located.

Rights and Remedies:

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 Agency or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

OTHER RECOMMENDED CONTRACT REQUIREMENTS

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards pursuant to 23 CFR § 940. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

(1) The contractor certifies that it:

- (a) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (b) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.

(2) Flow-Down. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

SEVERABILITY

The Contractor agrees that if any provision of this agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect.

TRAFFICKING IN PERSONS

The contractor agrees that it and its employees that participate in the Recipient's Award, may not:

- (a) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;
- (b) Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or
- (c) Use forced labor in the performance of the Recipient's Award or subagreements thereunder.

6.2 FEDERAL CERTIFICATIONS

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Recipients, contractors, and subcontractors that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person (found below); or (c) adding a clause or condition to the contract or subcontract.

Instructions for Certification: Signing below indicates the prospective lower tier participant is providing the signed certification.

(1) It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,

(2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:

a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:

1. Debarred,
2. Suspension,
3. Proposed for debarment,
4. Declared ineligible,
5. Voluntarily excluded, or
6. Disqualified

b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:

1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
2. Violation of any Federal or State antitrust statute, or,
3. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,

c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,

d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,

e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,

f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:

1. Equals or exceeds \$25,000,
2. Is for audit services, or,

3. Requires the consent of a Federal official, and
- g. It will require that each covered lower tier contractor and subcontractor:
1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
 2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
 - a. Debarred from participation in its federally funded Project,
 - b. Suspended from participation in its federally funded Project,
 - c. Proposed for debarment from participation in its federally funded Project,
 - d. Declared ineligible to participate in its federally funded Project,
 - e. Voluntarily excluded from participation in its federally funded Project, or
 - f. Disqualified from participation in its federally funded Project, and

(3) It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Certification

Contractor: _____

Signature of Authorized

Official: _____ Date ____ / ____ / ____

Name and Title of Contractor's Authorized Official: _____

CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, _____ hereby certify
(Name and title of official)

On behalf
of _____ that:
(Name of Bidder/Company Name)

- 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, and 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.

- If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the 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.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. 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.,

Name of Bidder/Company

Name: _____

Type or print

name: _____

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