

Request for Proposal

Dakota Transit Association

Executive Director Services

RFP Number 2026-001



PROPOSALS DUE: 7/20/2026

Primary Contact Information

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1 GENERAL INFORMATION

1.1 SPONSORING AGENCY

The Dakota Transit Association (DTA) 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 the DTA and other selected agencies.

DTA 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.

1.2 PURPOSE OF REQUEST FOR PROPOSAL (RFP)

DTA seeks proposals from individuals or firms with the experience, knowledge, and qualifications necessary to fulfill the Executive Director role, which is responsible for providing comprehensive organizational leadership and administrative oversight.

Anticipated Start Date: 10/1/2026

1.3 PROPOSER ELIGIBILITY

DTA seeks proposals from qualified individuals or firms with demonstrated capability and relevant experience to perform the required Executive Director services. No proposal will be accepted from, and no contract will be awarded to, any person, firm, or corporation that is in arrears on obligations to DTA or that may otherwise be deemed irresponsible or unreliable by the Association.

1.4 Proposal Process

1.5.1 Procurement Schedule

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

Activity	End Date & Time	RFP Section
RFP Publication	06/25/2026	1.4.2
Deadline for submission of written inquiries	07/01/2026	1.4.3
Agency responses to Proposer questions	07/06/2026	
Proposal submission to the Agency	07/20/2026, 01:00 PM, Central Standard	1.4.4
Evaluation of proposals to determine a short list (if required)	07/24/2026	1.5
Interviews, discussions	7/31/2026	1.6/1.61
Contract award	08/07/2026	1.7

1.4.2 Request for Proposal

This document constitutes the complete RFP for this project. The RFP reference number 2026-001 must be referred to in all proposals, correspondence, and documentation relating to this RFP.

1.4.3 Proposer Inquiries

Proposer Inquiries

Proposers and their agents, including subcontractors, employees, consultants, or any individuals acting on their behalf, may submit email inquiries regarding this RFP for the purpose of obtaining clarification of requirements. No inquiries will be accepted after the deadline specified in the Procurement Schedule.

All questions must be submitted via email to terry@communitytransitws.com & asharkey@rcptransit.com with the subject line: "RFP Number 2026-001". Proposers and their agents may not contact the Agency in any other manner regarding this RFP during the solicitation and evaluation period. Unauthorized contact may result in suspension or disqualification from the procurement process.

The Agency will respond to inquiries, as needed, via email. All questions and corresponding responses will be posted on the Agency's website.

Any modifications to this RFP will be communicated exclusively through postings on the Agency's website. Proposers may not rely on any other statements, written or verbal, that alter any aspect of this RFP.

1.4.4 Proposal Submission

All proposals must be received by the DTA 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 an officer of the Proposer 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.

Proposals should be labeled in capital letters as follows:

REQUEST FOR PROPOSAL #: 2026-001
PROPOSAL DUE: July 20th 2026, 1:00 PM, Central Time Zone
BUYER: ADAM SHARKEY
CO-DIRECTOR

RIVER CITIES PUBLIC TRANSIT
1600 E DAKOTA AVENUE
PIERRE SD, 57501

1.4.5 Proposal Format

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

1.4.6 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.

1.5 PROPOSAL EVALUATION

Proposals will be evaluated by the DTA board.

1.5.1 DTA Conflict of Interest Policy

Enter the agency's Conflict of Interest Policy, as stated in the agency's procurement policy.

1.5.2 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:

- Demonstrated commitment and capacity to perform all Executive Director duties within required timelines and with consistent reliability.
- Experience and stability of the proposer, including administrative, leadership, and association-management capability.
- Qualifications and suitability of the individual(s) who will directly perform Executive Director services.
- Specialized expertise in conference management, training coordination, nonprofit or association operations, communication functions, and financial stewardship.
- Adequacy of available resources (staffing, time availability, tools, and organizational support) to meet all scope requirements.
- Record of past performance delivering similar professional services, including quality of work, dependability, communication effectiveness, and schedule adherence.
- Ability to work effectively with a governing Board, multiple stakeholders, and transit agencies across North Dakota and South Dakota.
- Familiarity with the regional transit environment and with DTA's membership base.
Proposed approach to managing conference planning, Board support, communication duties, training programs, and financial reporting.
- Demonstrated ability to manage complex or multi-component projects with minimal oversight.

It is the proposer's sole responsibility to submit information related to the evaluation categories. The DTA 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.

1.6 SUPPLEMENTAL INFORMATION

The DTA may require or invite additional information after proposals are submitted.

1.6.1 Discussions

The DTA may invite the proposer to engage in discussion after the proposals have been submitted. Discussions will be made at the proposer's expense.

1.7 NEGOTIATIONS AND AWARD

This procurement is being conducted as a **Request for Proposal (RFP) and Competitive Negotiation** process. All proposals will be evaluated in accordance with the criteria established in this RFP. At DTA's request, proposers may be required to participate in negotiation meetings or discussions. DTA reserves the right to negotiate any component of any proposal submitted. From the time proposals are received until a formal contract award is made, all proposals and negotiation discussions will remain confidential.

Following the initial evaluation, DTA will enter into negotiations with the highest-ranked proposer. During this process, both parties will refine the scope of work and negotiate final contract terms, including compensation and performance expectations. If DTA and the highest-ranked proposer are unable to reach agreement on fair and reasonable terms, DTA may, either orally or in writing, terminate negotiations with that proposer. DTA may then initiate negotiations with the next highest-ranked proposer. This process may continue, in order of ranking, until an agreement is reached or until DTA elects to discontinue the procurement.

Evaluation Scoring

Proposals will be evaluated using the following weighted scoring system:

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: Evaluation value up to 70 Points

- Manage all aspects of the DTA Conference
- Provide Strategic and Operational Leadership
- Board Meeting
- Training Coordination
- Website Maintenance
- Transit Tidbit Newsletter Development and Distribution
- Financial Management and Board Reporting

Comparative Assessment: Evaluation value up to 110 Points

- Demonstrated commitment and capacity to perform all Executive Director duties within required timelines and with consistent reliability.

- Experience and stability of the proposer, including administrative, leadership, and association management capability.
- Qualifications and suitability of the individual(s) who will directly perform Executive Director services.
- Specialized expertise in conference management, training coordination, nonprofit or association operations, communication functions, and financial stewardship.
- Adequacy of available resources (staffing, time availability, tools, and organizational support) to meet all scope requirements.
- Record of past performance delivering similar professional services, including quality of work, dependability, communication effectiveness, and schedule adherence.
- Ability to work effectively with a governing Board, multiple stakeholders, and transit agencies across North Dakota and South Dakota.
- Familiarity with the regional transit environment and with DTA's membership base.
- Proposed approach to managing conference planning, Board support, communication duties, training programs, and financial reporting.
- Demonstrated ability to manage complex or multi-component projects with minimal oversight.
- Demonstrate skill sets pertaining to software such as Teams, PowerPoint, Word, Adobe, etc.

4. Compensation Proposal – 30 points

- Evaluated separately from the technical proposal. Assesses whether the proposed compensation is reasonable, appropriate to the scope of work, and consistent with the proposer's described level of effort.

Total Possible Points: 240

1.7.1 Best and Final Offers

The Dakota Transit Association (DTA) reserves the right to request a Best and Final Offer (BAFO) from proposers whose submissions are determined to be most advantageous following initial evaluation.

If best and final offers are sought, the DTA 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.

1.7.2 Rejection, Waiver, and Award

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

1.8 PROTEST PROCEDURES

Enter the Agency's protest procedures as stated in the agency's approved procurement policy.

1.9 REQUIRED CERTIFICATIONS

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

1.9.1 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.

1.9.2 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.

1.9.3 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 the DTA standard terms and conditions listed below, along with any additional terms and conditions negotiated by the parties.

- 2.1 The Contractor shall perform all services described in the Scope of Work, incorporated into this Agreement as Section 3 of the RFP.
- 2.2 The Agreement shall commence on a mutually agreed-upon start date, subject to a satisfactory annual review, and shall automatically renew for successive one-year terms unless terminated earlier in accordance with the terms of this agreement.
- 2.3 The Contractor is an independent contractor and is not an employee, agent, or representative of DTA. The Contractor shall not use DTA equipment, facilities, or supplies in the performance of services. The Contractor must provide its Employer Identification Number, Federal Tax Identification Number, or Social Security Number prior to execution of the Agreement.
- 2.4 Compensation will be established during contract negotiations. The Contractor shall submit itemized invoices according to the agreed payment schedule. DTA will not reimburse expenses as

separate charges unless expressly authorized in writing. Payments will be made upon satisfactory performance of services.

- 2.5 The Contractor shall maintain insurance coverage appropriate for professional services, including:

Professional Liability Insurance

Coverage of not less than \$1,000,000 per claim.

Commercial General Liability Insurance

Coverage of not less than \$1,000,000 per occurrence.

Automobile Liability Insurance

If the Contractor uses a vehicle for DTA-related business, proof of personal or commercial auto liability insurance is required.

Workers' Compensation

Required only if the Contractor has employees, in accordance with South Dakota/North Dakota law.

The Contractor shall provide Certificates of Insurance prior to beginning work and notify DTA immediately of any changes, cancellations, or nonrenewal.

- 2.6 The Contractor shall indemnify and hold harmless DTA, its officers, agents, and employees from any claims, damages, or liabilities arising from the Contractor's performance under this Agreement. This obligation does not extend to claims arising solely from DTA's own negligence or misconduct.
- 2.7 The Contractor shall promptly report any incident occurring during performance of this Agreement that results in injury, property damage, or potential liability. Reporting does not require disclosure of privileged or confidential information and does not replace any legally required reporting obligations.
- 2.8 This Agreement may be terminated by either party with thirty (30) days' written notice. DTA may terminate immediately for Contractor default. Upon termination, DTA may assume remaining work and contract with another party to complete it.
- 2.9 The Contractor may not assign or transfer any rights or obligations under this Agreement without prior written consent from DTA. Amendments must be in writing and signed by authorized representatives of both parties.
- 2.10 The Contractor shall comply with all applicable federal, state, and local laws, regulations, and requirements and is solely responsible for staying informed of such obligations.
- 2.11 Subcontracting of any portion of the work requires prior written approval from DTA. Approved subcontractors must comply with this Agreement's requirements, including insurance and indemnification.
- 2.12 All documents, reports, data, training materials, publications, and other work products created under this Agreement are the property of DTA. Such materials may not be used by the Contractor for any purpose other than fulfilling this Agreement without written permission from DTA.
- 2.13 The Contractor must be registered with sam.gov and certifies that neither it nor its principals are presently debarred, suspended, or otherwise ineligible from participating in federally funded or

state-funded contracts. The Contractor shall notify DTA immediately if such status changes during the Agreement term.

- 2.14 If any provision of this Agreement is deemed invalid or unenforceable, the remaining provisions shall continue in full force and effect.
- 2.15 This Agreement constitutes the full and complete understanding between the parties and supersedes all prior discussions or representations regarding the subject matter, except as expressly incorporated.

3 SCOPE OF WORK

Dakota Transit Association (DTA) seeks proposals from qualified individuals or firms to provide Executive Director services. The Executive Director will be responsible for delivering comprehensive administrative, operational, training, and membership-support functions on behalf of the Association.

3.1 MANAGE ALL ASPECTS OF THE DTA CONFERENCE

- 1. Preparing pre-conference agendas and budgets at least two months in advance.
- 2. Coordinating all arrangements for conferences, including roadeo publications, registration, award solicitation, and training logistics.
- 3. Executing contracts with trainers, presenters, and vendors in accordance with state and federal regulations.
- 4. Selling advertising, vendors show space, and event sponsorships.
- 5. Distributing fall conference nomination forms.
- 6. Supporting the Roadeo Marshall/Committee with roadeo planning and execution.

3.2 PROVIDE STRATEGIC AND OPERATIONAL LEADERSHIP

- 1. Encouraging long-range planning and consistent progress toward organizational goals.
- 2. Collaborating with the Board to develop programs, policies, and financial plans.
- 3. Maintaining awareness of industry trends and advising the Board accordingly.
- 4. Ensuring the Board is fully informed of organizational conditions, deadlines, and emerging issues.
- 5. Promoting DTA's programs, activities, and goals to maintain a strong, positive public image.
- 6. Publicizing the activities of the organization, its programs, and goals in a strong positive image.

3.3 BOARD MEETING

- 1. Develop regularly scheduled DTA Board meetings as well as special meetings as determined by the board.
- 2. Contact hosting hotel for rooms and boardroom availability.
- 3. Attend all DTA board meetings & conference calls.

3.4 TRAINING COORDINATION

- 1. Responsible for working with the DTA Board to coordinate all training for North Dakota & South Dakota.
- 2. Responsible for arranging for provisions of Passenger Assistance Security & Safety (PASS) and Pass Re-certification.
- 3. Submit a training attendee list to ND/SD Department of Transportation

3.5 WEBSITE MAINTENANCE

- 1. Registration Forms
- 2. Send newsletters for upload
- 3. Provide pictures and information for publishing
- 4. Post all training classes
- 5. Provide webmaster with DTA minutes & annual membership lists.

3.6 TRANSIT TIDBIT NEWSLETTER DEVELOPMENT AND DISTRIBUTION

1. Design, prepare, and publish the Transit Tidbit Newsletter for the organization's membership.
2. Coordinate content development, layout, and review to ensure accuracy, relevance, and timely release.
3. Manage distribution to all members and maintain related communication records.

3.7 FINANCIAL MANAGEMENT AND BOARD REPORTING

1. Keep the Board of Directors informed on all financial matters related to budget performance, cash flow, and financial outlook.
2. Establish and monitor profitability standards for conferences, training sessions, and other fundraising initiatives.
3. Oversee revenue-generation strategies and activities, which may include grant acquisition, corporate solicitations, advertising sales, training program revenue, vendor shows, and annual membership dues campaigns.
4. Ensure adequate financial resources are secured to support organizational operations and strategic initiatives.

4 PROJECT DELIVERABLES

4.1 DELIVERABLES

The Contractor will provide the following deliverables in electronic format, using Microsoft® Word (.docx), PowerPoint (.pptx), or Excel (.xlsx), and Adobe® Portable Document Format (.pdf) for text products and ESRI-compatible file formats for discrete map products.

Deliverable	Task	Description
1	DTA Conference Management	• Pre-conference agenda and budget submitted at least two months prior to the event. • Complete coordination package for conferences, including rodeo publications, registration setup, award solicitation materials, and detailed training logistics. • Fully executed contracts with trainers, presenters, and vendors. • Advertising, vendors show sales, and sponsorship sales reports. • Distributed fall conference nomination forms and tracking of submissions. • Rodeo planning support materials and execution coordination in collaboration with the Rodeo Marshall/Committee.
2	Strategic and Operational Leadership	• Documented long-range planning recommendations and progress updates. • Program, policy, and financial plan recommendations developed collaboratively with the Board. • Industry trend briefings and advisory memos for Board review.

		• Regular Board updates outlining organizational status, critical deadlines, and developing issues. • Public relations activities that promote a strong, positive image of DTA, including publicized program and activity summaries.
3	Board Meetings	• Confirmation of hotel arrangements including room blocks and boardroom space. • Board meeting schedule coordinated with DTA Board members. • Attendance and participation in all DTA Board meetings and conference calls, with documentation as required.
4	Training Coordination	• Annual and ongoing training plans for North Dakota and South Dakota developed in cooperation with the DTA Board. • Scheduled PASS and PASS Re-certification sessions secured with trainers and logistics arranged. • Submission of training attendee lists to the ND and SD Departments of Transportation.
5	Website Maintenance	• Up-to-date conference and training registration forms posted. • Timely submission of newsletters for website upload. • Photographs, announcements, and content supplied for publication. • All training classes posted and updated as needed. • Minutes, annual membership lists, and other required documents delivered to the webmaster.
6	Transit Tidbit Newsletter	• Designed, prepared, and fully formatted editions of the Transit Tidbit Newsletter. • Completed content coordination, including layout, accuracy checks, and final review. • Distribution of each issue to members and maintenance of distribution records.
7	Financial Management and Reporting	• Regular financial reports to the Board covering budget performance, cash flow, and forecasts. • Profitability standards established and documented for conferences, training, and fundraising activities. • Revenue development plan outlining grants, corporate solicitations, advertising sales, training revenue, vendor shows, and membership dues strategies. • This position applies for the funding annually to ND & SD & will be doing the reimbursement request to North & South Dakota. • Confirmation that adequate revenue levels are secured to meet operational and strategic financial needs. • Apply for DTA's annual sam.gov registration.

5 PROPOSAL FORMAT

The proposal will consist of two parts—the Technical Proposal and the separate Cost Proposal. Update this statement as it applies to the specific RFP. For example, a cost proposal may not be required. The following sections may need to be modified as well.

5.1 TECHNICAL PROPOSAL

The Technical Proposal should be prepared simply to concisely demonstrate the Proposer's ability to satisfy the requirements of the RFP. It must be arranged in order of the sections listed below. Elaborate brochures, sales literature, and other material unnecessary to an effective proposal are not desired.

5.1.1 Title Page

The title page should identify:

- Project title: Executive Director Services
- RFP Number: 2026-001
- 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 (see section 1.9).

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 course of 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. Define for each RFP what is to be submitted for review.

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 each comply with all Federal Certifications and Clauses listed in Section 0 of this RFP. If any Federal Certification or Clause cannot be met, provide explanation in this section of the proposal. Two signed statements must be included:

- Suspension and Debarment
- Restrictions on Lobbying

5.2 COST PROPOSAL

Because this RFP is for contracted Executive Director services, proposers must submit a Compensation Proposal as a separate, clearly labeled document. It must include:

- Proposed annual fee, monthly rate, or retainer structure
- Any reimbursable expenses (if applicable)
- Hourly or daily rates for additional services not included in the base fee
- Any proposed cost caps or not-to-exceed amounts
- A description of what is included in the compensation model (travel, materials, administrative time, etc.)

The Compensation Proposal must not include marketing materials or unrelated services.

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.
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.

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.

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.”

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 Act 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.

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).

DOMESTIC PREFERENCES FOR PROCUREMENTS

a. The recipient or subrecipient should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.

b. For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

c. Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR 184.

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.

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.

PATENT RIGHTS AND RIGHTS IN DATA

Intellectual Property Rights

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

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

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

For purposes of this Contract, the term “subject data” means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of “subject data” include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications,

and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

1. The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

a. Any subject data developed under the Contract, whether or not a copyright has been obtained; and
b. Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.

2. Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.

3. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall not be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

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

5. Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.

6. The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

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).

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.

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.

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.

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: _____

Signature of authorized representative: _____