



## **REQUEST FOR PROPOSALS**

### **Reasonable Suspicion Supervisor Training: 60-Minute eLearning Course**

June 6, 2018

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## REQUEST FOR PROPOSALS

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## **I. INTRODUCTION**

### ***A. Mission and Purpose***

The Neponset Valley Transportation Management Association (NVTMA), located in Massachusetts, is under a five-year cooperative agreement with the Federal Transit Administration (FTA) to manage the National Rural Transit Assistance Program (National RTAP). National RTAP provides training and technical assistance resources to rural and tribal transit operators and state RTAP programs nationwide. The program is funded by the FTA as part of the Formula Grants for Rural Areas (Section 5311) program. Since 1987, National RTAP has developed and distributed free training materials and provided technical assistance with the goal of improving mobility for the millions of Americans living in communities with populations under 50,000.

National RTAP's program objectives are to: 1) Promote the safe and effective delivery of public transportation in rural areas and to make more efficient use of public and private resources; 2) Foster the development of state and local capacity for addressing the training and technical assistance needs of the rural transportation community; 3) Improve the quality of information and technical assistance available through the development of training, technology, and technical assistance resource materials; 4) Facilitate peer-to-peer self-help through the development of local networks of transit professionals; 5) Support the coordination of public, private, specialized, and human service transportation services; and 5) Build a national database on the rural segment of the public transportation industry.

National RTAP services include training modules (workbooks, discs and online training), various online toolkits, technical briefs, a suite of web-based applications, a robust website, an online Resource Library and staffed Resource Center, webinars, surveys of rural and tribal transit, and a peer network. All products and services are provided and distributed for free. For more information about National RTAP, please visit [www.nationalrtap.org](http://www.nationalrtap.org).

National RTAP is issuing this Request for Proposals (RFP) to solicit proposals from interested and qualified vendors to provide eLearning course authoring services to create an interactive Reasonable Suspicion Training eLearning Course that satisfies the Department of Transportation regulations [Title 49 CFR §655.14](https://www.ecfr.gov/current/title-49/chapter-I/subchapter-B/part-655/subpart-14).

The course will be made available through the [National RTAP eLearning](#) portal to state RTAP programs and rural and tribal transit providers.

### ***B. Background***

The typical end user for the eLearning course will be transit operator staff and management, such as drivers, maintenance personnel, dispatchers, and managers, who will access LMS training via personal computers or tablet devices.

The Review Board, along with National RTAP staff, will serve as an advisory group to the successful proposer, providing input and feedback through the course authoring process. The National RTAP Review Board is composed of fourteen representatives of state DOTs and rural and tribal transit providers who help guide the development of National RTAP products and services. The Review Board helps staff: (1) identify topics to be addressed by National RTAP training and technical assistance materials, (2) set priorities among products and activities, and

(3) develop selected products. Review Board members volunteer to participate in small workgroups to guide the development of trainings, such as this one, as well as web apps and other products.

### ***C. Work to Date***

National RTAP currently maintains an interactive eLearning Management System (LMS) for rural transit providers at [elearning.nationalrtap.org](http://elearning.nationalrtap.org). Currently, the courses include a Substance Abuse Awareness Module for safety sensitive employees that provides the minimum of 60-minutes of training on the effects and consequences of prohibited drug use on personal health, safety, and the work environment. The course includes a module that is timed and MUST take a minimum of ONE HOUR to complete in order to get credit for taking the course.

## **II. PROJECT SCOPE**

### ***A. Minimum Qualifications and Experience***

The proposed vendor must have a minimum of five years of experience with the development of eLearning courses for use on Learning Management Systems. The vendor should have experience working with different types of eLearning content and different types of eLearning course authoring software. The proposed vendor team must include experts in LMS technology, course authoring software, educational delivery, and eLearning materials.

The proposed vendor should also have a large number of successful clients and a good reputation among those clients. The vendor must submit three references for eLearning projects similar in size and scope.

### ***B. Scope of Work/Services/Deliverables***

*Note: Proposers may suggest modifications to the content of the deliverables listed below and/or recommend additional deliverables.*

#### **1. 60+ Minute Reasonable Suspicion Supervisor Training eLearning Course**

National RTAP is seeking to develop/convert an interactive, eLearning course for Reasonable Suspicion Supervisor Training.

The successful proposal will accomplish the following goals:

- Create an interactive eLearning course should include subject matter text, narration, photos, graphics and interactive elements (videos or links to videos) and include quizzes after each section.
- The course should educate participants (designated transit personnel) on the do's and don'ts, why's and how's in making fair and reliable, reasonable suspicion drug and alcohol testing referrals of covered employees performing safety-sensitive job functions.
- This course audience is front line supervisors responsible for making reasonable suspicion drug and alcohol testing referrals of employees who perform safety-sensitive job functions for transit agencies that receive funding from the Federal Transit Administration under Sections 5309, 5307, and 5311 of Chapter 53 of Title 49 of the U.S. Code.

- The course should satisfy the training requirements covered under Department of Transportation regulations [Title 49 CFR §655.14](#).
- The content for this training module will be based on the following FTA publication and video: Reasonable Suspicion Referral for Drug and Alcohol Testing - Video and Trainer/Trainee Guide<sup>1</sup>
- Duration of Training: The course should be timed and the duration of the learner's progress in the course will be reported and recorded in the LMS.
- The published course should have a pause and resume function as well as a warning to learners if they are close to finishing prior to completing the 60+ minute minimum requirement.
- Provide both the final SCORM 2004 package and the constituent elements (videos, images, text and other assets) to National RTAP.
- Follow National RTAP's Brand Identity Guidelines.

#### Additional Information:

The output must be Section 508 compliant and will be mobile compatible that can run within a mobile browser in a manner optimized for display on all devices. Content should be published in SCORM 2004 and to HTML5 for support on iOS and Flash restricted devices.

The course must be designed so the LMS can record duration the course and performance on each interaction and test. The vendor will provide a SCORM 2004 package to be uploaded into the National RTAP eLearning portal. The vendor will provide National RTAP with all support required to test the module and ensure full functionality in the LMS.

The SCORM 2004 published course must be designed to incorporate Level 2 interactivity, as defined by the U.S. Department of Defense handbook "Development of Interactive Multimedia Instruction (IMI)."

In this RFP levels of interactivity are referring to the four-level taxonomy originally developed by the U.S. Department of Defense (DOD) for its handbook "Development of Interactive Multimedia Instruction (IMI)" as a general guide:

- **Level 1 - *Passive*:** In this level, the learner acts merely as a receiver of information. The Learner may read text on the screen as well as view graphics, illustrations and charts. The learner may interact simply by using navigational buttons to move forward or back through the program.
- **Level 2 - *Limited Interaction*:** In this second level, the learner makes simple responses to instructional cues. As in Level 1, there may be multiple choice exercises, pop-ups, rollovers or simple animations. Level 2 adds a component of scenario-based multiple choice and column matching related to the text and graphic presentation.

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<sup>1</sup><https://transit-safety.fta.dot.gov/DrugAndAlcohol/Publications/Documents/safety/ReasonableSuspicion/PDF/ReasonableSuspicion2004.pdf>

- **Level 3 - *Complex Interaction*:** Here, the learner makes multiple, varied responses to cues. In addition to the types of responses in Level 2, complex interactions may require text entry boxes and manipulation of graphic objects to test the assessment of the information presented.
- **Level 4 - *Real-time Interaction*:** This creates a training session that involves a life-like set of complex cues.

## 2. Maintenance and Support

Maintenance and support should include, but not be limited to:

- Course updates at a negotiated rate.

### ***C. National RTAP Responsibilities***

National RTAP will be responsible for administering the contract with the successful bidding vendor, and will act as liaison between the vendor and other entities as needed to make decisions or answer questions. National RTAP will also be responsible for the following tasks:

- Coordinate and schedule meetings between the vendor, staff, the National RTAP Review Board workgroup, and/or subject matter experts as needed.
- Make National RTAP's GoToMeeting account and teleconference line available to the consultant team for meetings with the workgroup and/or staff.
- Provide the consultant team with a copy of the National RTAP Brand Identity Guidelines.
- Formatting and producing a technical brief or instructional guidance with content supplied by the vendor, as needed.
- Product rollout and marketing activities.
- National RTAP will retain the rights to all associated training content

## **III. GENERAL INFORMATION, PROPOSAL SUBMISSION REQUIREMENTS, AND PROPOSAL EVALUATION**

### ***A. Project Schedule and Term of Contract***

Award of a contract for this project is anticipated by July 25, 2018. The estimated time for completion of the contract will be based on the timelines included in the proposals and negotiated and agreed upon prior to commencing on the date of the execution of a contract between National RTAP and the successful proposer, with an option, at National RTAP's sole discretion, to extend the contract for additional terms.

National RTAP may, without cause, terminate the Agreement by giving 30 days written notice to the successful vendor.

### ***B. Questions and Pre-Proposal Webinar/Conference Call***

Proposers may submit questions related to this solicitation to Neil Rodriguez via e-mail at [nrodriguez@nationalrtap.org](mailto:nrodriguez@nationalrtap.org) by **5:00 pm EST on Friday, June 15, 2018**. Answers to questions will be provided to all potential proposers in a GoToWebinar conference call.

Please register for eLearning Course Overview on **Wednesday, June 27 2018 at 2:00 PM EST** at:

Registration URL: <https://attendee.gotowebinar.com/register/3640938588518048771>

National RTAP staff will provide an overview of the [elearning.nationalrtap.org](http://elearning.nationalrtap.org) and current courses. There will be time for Question and Answers following the overview.

After registering, you will receive a confirmation email containing information about joining the webinar.

Participation in the webinar/call is not mandatory; answers to questions will be sent via e-mail to all potential proposers who have received a copy of the RFP. However, National RTAP is open to revisions in the Project Scope that may be suggested by potential proposers, so participation in the call is advised.

A recording of the conference webinar and answers to questions will be posted here:

<https://www.dropbox.com/sh/2mp7fqzpbaggsx2/AAAAbdR7KoLZtFOF7UGl32lrha?dl=0>

Any changes to the Project Scope contained herein as a result of the pre-proposal conference call will be issued to all potential proposers in the form of amendments to the RFP.

### ***C. Proposal Submission Requirements***

Interested firms or individuals are invited to respond by **one** electronic copy (PDF or Word document) of a Technical Proposal and **one** electronic copy (PDF or Word document) of a separate Cost Proposal to National RTAP. Both electronic files may be provided on one CD or flash drive.

#### **1. Technical Proposal Contents**

Technical Proposals must include, but are not limited to, the following elements:

- Cover page or cover letter identifying name and address of proposer and name, address, phone number, and e-mail address of the individual who will be the point of contact about the proposal.
- Proposal Submission Checklist (found in Attachment A).
- Work Plan/Approach: A complete, yet concise, description of the proposer's approach to each of the tasks listed above in Section II B.
- Schedule: Overall project timeline and sequence of tasks.
- Proposer's Experience and Qualifications: Statement of the proposer's qualifications relating to eLearning course authoring software and experience with multimedia training materials for instructors and learners.
- Individual Experience and Qualifications: Identification of key staff to be assigned to this project and description of their relevant experience in the area of eLearning, particularly as it relates to adult learners.
- References: Three references for projects similar in size and scope.

## 2. Cost Proposal Contents

National RTAP intends to award a fixed-price or not to exceed contract for this project. Costs are tied to all aspects that meet or exceed RFP requirements and desired outcomes described in Section II B. Cost proposals must include the following elements:

- Table of hours by task and individual.
- Hourly rate, including labor, overhead, and fee, for each individual. Specify overhead rate and cost components that are included in the rate.
- Specific identification of direct costs, such as materials and supplies, shipping, printing, etc., for each task.
- Cost of subcontracts, if applicable.

The proposal must state the total fixed-price fee for the performance and completion of services that will become part of a contract between National RTAP and the awarded vendor.

## 3. Required Forms

All required forms must be completed and submitted with the proposal. Proposals that do not include all required forms will be considered non-responsive and will not be evaluated.

Required forms can be found in Attachment A. They include:

- Proposal Submission Checklist
- Debarment and Suspension Certification
- Acknowledgment of Amendment forms, if applicable

## 4. Submission Deadline

Proposals must be received by **5:00 pm EST on Wednesday, July 18, 2018**. Proposals received after that date or time will not be accepted. Proposals should be sent to:

Neil Rodriguez  
Project Manager  
National Rural Transit Assistance Program  
5 Wheeling Avenue  
Woburn, MA 01801-6810  
781-404-5013  
[nrodriguez@nationalrtap.org](mailto:nrodriguez@nationalrtap.org)

## 5. Selection Process and Award

Technical Proposals that meet minimum requirements will be reviewed by a selection committee composed of National RTAP staff and Review Board members. The selection will be based on assessment of the vendor in the following criteria: (i) vendor qualifications and capability, (ii) product functionality, (iii) product training and technical support services, and (iv) total proposed cost.



We also may base our decision upon the responses of vendor references. The following criteria will be used to evaluate the proposals:

Evaluation Criteria	Maximum Points
Vendor qualifications and capability	35
Work Plan and Approach	35
Technical support services	20
Cost	10
Maximum Score	100

The National RTAP selection committee will contact the top three proposals and schedule product demonstrations with the selected vendors from July 18-22, 2018.

#### **IV. ADMINISTRATIVE SPECIFICATIONS**

##### ***A. Proposal Expenses, Acceptance or Rejection of Proposals, Cancellation of Procurement***

National RTAP will not be responsible for any expenses related to proposal development, documentation, submission, copying, or any presentation that may result from this solicitation.

National RTAP reserves the right to accept or reject any or all proposals submitted in response to this RFP. National RTAP also reserves the right to waive any informalities or technicalities which it determines to be in the best interest of National RTAP.

National RTAP reserves the right to cancel this procurement at any time.

##### ***B. Confidentiality***

National RTAP is governed by laws and regulations that make certain information confidential, as well as specify how public information is released. The proposer and its employees shall not divulge any information relative to National RTAP's business to a third party without the prior written approval of National RTAP.

##### ***C. Conflict of Interest***

The proposer covenants that it does not have, nor shall it acquire, any interest that would conflict in any manner with the performance of its obligations in regard to services authorized.

##### ***D. Procurement Protest Procedures***

National RTAP will consider all protests or objections regarding the award of a contract, whether submitted before or after award. The procedure shall be observed when considering protests about those awards funded, in part or whole, by the FTA with the following exceptions:

1. Any actual or prospective proposer who has a protest in connection with the solicitation, evaluation, or award of a contract may formally submit a protest.
2. Protests must be submitted to the Executive Director, National RTAP, in writing and received by that office within 10 working days after such aggrieved proposer knows, or

should have known, of the occurrence of the action that is appealed. A formal protest should contain:

- a. A precise statement of the relevant facts.
  - b. An identification of the issue or issues to be resolved.
3. The Executive Director will issue a written decision within 20 working days of receipt of such a protest.

A protesting party who is not satisfied with the decision of the Executive Director may appeal the decision to the Principal-in-Charge of the National RTAP. The appeal must be submitted in writing to the Principal-in-Charge and received in the office of the Principal-in-Charge no later than 10 working days after receipt of the Executive Director's decision. The Principal-in-Charge's assessment is the final decision.

Contact information for the individuals noted above is as follows:

Robin Phillips  
Executive Director, National RTAP  
718 7th Street NW  
Washington, DC 20001  
781-697-7194 cell  
781-895-1122 fax  
[rphillips@nationalrtap.org](mailto:rphillips@nationalrtap.org)

Cynthia Frené  
Principal-in-Charge, National RTAP  
5 Wheeling Avenue  
Woburn, MA 01801  
781-404-5016  
781-895-1122 fax  
[cfrene@nationalrtap.org](mailto:cfrene@nationalrtap.org)

## **V. STANDARD TERMS AND CONDITIONS**

### **A. Compliance with State and Federal Laws and Regulations**

The services and/or equipment provided shall be in compliance with all requirements of the laws and regulations of the Commonwealth of Massachusetts and the United States of America.

### **B. Federal Financial Assistance**

Up to 100 percent of the total cost of the deliverables described in the offer will be financed with Federal monies from the Federal Transit Act of 1964, as amended. Therefore, the award of this contract is subject to the terms and conditions of the financial assistance agreements between National RTAP and U. S. Department of Transportation/Federal Transit Administration (USDOT/FTA), as they may be amended or promulgated from time to time during the term of this contract. The Proposer's failure to so comply shall constitute a material breach of this contract. However, USDOT/FTA is not a party to this contract or associated subcontracts and shall not be subject to any obligations or liabilities to the successful proposer as a result of funding this project.

The provisions below may include, in part, certain standard terms and conditions required by USDOT/FTA, whether or not expressly set forth in these provisions. All provisions required by USDOT/FTA, as set forth in FTA Circular 4220.1F, the Federal Transit Administration Master Agreement and the Cooperative Agreement between the Federal Transit Administration and the USDOT/FTA as they may be amended and updated, are hereby incorporated by reference.

Anything to the contrary herein notwithstanding, all USDOT/FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this contract and associated subcontracts. The Proposer shall not perform any act, fail to perform any act, or refuse to comply with any requests by National RTAP that would cause National RTAP to be in violation of the USDOT/FTA terms and conditions.

### **C. Energy Conservation**

Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

### **D. Access to Records and Reports**

The following access to records requirements apply to this Contract:

1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), Contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and Contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any Project Management Oversight (PMO) Contractor, access to Contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.

2. Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, Contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to Contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a) 1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 19.48, Contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where a purchaser which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement

(defined at 49 USC 5302(a)(1) through other than competitive bidding, Contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11).

FTA does not require the inclusion of these requirements in subcontracts.

#### **E. Federal Changes**

All Contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the purchaser and FTA, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

#### **F. No Government Obligation to Third Parties**

Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

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

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

#### **G. Program Fraud and False or Fraudulent Statements or Related Acts**

(1) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, 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 FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or

causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on Contractor to the extent the US Government deems appropriate.

(2) If Contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on Contractor, to the extent the US Government deems appropriate.

(3) Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

## **H. Termination**

### **a. Termination for Convenience (General Provision)**

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

### **b. Termination for Default [Breach or Cause] (General Provision)**

If Contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and Contractor fails to perform in the manner called for in the contract, or if Contractor fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination to Contractor setting forth the manner in which Contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the recipient that 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 Contractor, the recipient, after setting up a new delivery or performance schedule, may allow Contractor to continue work, or treat the termination as a termination for convenience.

### **c. Opportunity to Cure (General Provision)**

The recipient in its sole discretion may, in the case of a termination for breach or default, allow Contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient 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 the recipient from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach

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

e. Termination for Convenience (Professional or Transit Service Contracts)

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

f. Termination for Default (Supplies and Service)

If 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 recipient may terminate this contract for default. The recipient shall terminate by delivering to Contractor a notice of termination specifying the nature of default. Contractor shall 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 Contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

g. Termination for Default (Transportation Services)

If 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 Contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to Contractor a notice of termination specifying the nature of default.

Contractor shall 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 Contractor has possession of the recipient goods, Contractor shall, as directed by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. Contractor and the recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that Contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

h. Termination for Default (Construction)

If Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if Contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to Contractor a notice of termination specifying the nature of default. In this event, the recipient 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. Contractor and its sureties shall be liable for any damage to the recipient resulting from Contractor's refusal or failure to complete the work within specified time, whether or not Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the recipient in completing the work.

Contractor's right to proceed shall not be terminated nor shall Contractor be charged with damages under this clause if:

1. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of Contractor. Examples of such causes include: acts of God, acts of the recipient, acts of another Contractor in the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. Contractor, within 10 days from the beginning of any delay, notifies the recipient in writing of the causes of delay. If in the recipient's judgment, delay is excusable, the time for completing the work shall be extended. The recipient's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of Contractor's right to proceed, it is determined that Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the recipient's convenience.

i. Termination for Convenience or Default (Architect & Engineering)

The recipient may terminate this contract in whole or in part, for the recipient's convenience or because of Contractor's failure to fulfill contract obligations. The recipient shall terminate by delivering to Contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the recipient all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the recipient's convenience, it shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for Contractor's failure to fulfill contract obligations, the recipient may complete the work by contract or otherwise and Contractor shall be liable for any additional cost incurred by the recipient. If, after termination for failure to fulfill contract obligations, it is determined that Contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

j. Termination for Convenience or Default (Cost-Type Contracts)

The recipient may terminate this contract, or any portion of it, by serving a notice of termination on Contractor. The notice shall state whether termination is for convenience of the recipient or for default of Contractor. If termination is for default, the notice shall state the manner in which Contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the recipient, or property supplied to Contractor by the recipient. If termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to Contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient and the parties shall negotiate the termination settlement to be paid to Contractor. If termination is for the recipient's convenience, Contractor shall be paid its contract closeout 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 recipient determines that Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of Contractor, the recipient, after setting up a new work schedule, may allow Contractor to continue work, or treat the termination as a termination for convenience.

#### **I. Government Wide Debarment and Suspension (Non Procurement)**

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractors, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

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

The certification in this clause is a material representation of fact relied upon by the recipient. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the recipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### **J. Contracts Involving Federal Privacy Act Requirements**

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000).

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:



(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

## **K. Civil Rights Requirements**

The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 USC 2000d, Sec. 303 of the Age Discrimination Act (1975), as amended, 42 USC 6102, Sec. 202 of the Americans with Disabilities Act (1990), 42 USC 12132, and 49 USC 5332, Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age or disability. Contractor shall also comply with applicable Federal implementing regulations and other requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 USC 2000e, and 49 USC 5332, Contractor shall comply with all applicable equal employment opportunity requirements of USDOL, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, USDOL," 41 CFR 60 et seq., (implementing Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC 2000e), and any applicable Federal statutes, executive orders, regulations, and policies that may in the future affect construction activities undertaken in the course of the project. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor shall comply with any implementing requirements FTA may issue.

(b) Age - In accordance with Sec. 4 of the Age Discrimination in Employment Act (1967), as amended, 29 USC 623 and 49 USC 5332, Contractor shall refrain from discrimination against present and prospective employees for reason of age. Contractor shall also comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with Sec. 102 of the Americans with Disabilities Act (ADA), as amended, 42 USC 12112, Contractor shall comply with the requirements of US Equal Employment Opportunity Commission (EEOC), Regulations to Implement Equal Employment Provisions of the Americans with Disabilities Act, 29 CFR 1630, pertaining to employment of

persons with disabilities. Contractor shall also comply with any implementing requirements FTA may issue.

(3) Contractor shall include these requirements in each subcontract financed in whole or in part with FTA assistance, modified only if necessary to identify the affected parties.

## **L. Patent and Rights Data**

Research projects in which FTA finances the purpose of the grant is to finance the development of a product or information. These patent and data rights requirements do not apply to capital projects or operating projects, even though a small portion of the sales price may cover the cost of product development or writing the user's manual, or to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000).

### Contracts Involving Experimental, Developmental or Research Work

A. Rights in Data - The following requirements apply to each contract involving experimental, developmental or research work:

(1) the term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications and related information. The term "subject data" does not include financial reports, cost analyses and similar information incidental to contract administration.

(2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added: (a) Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government 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. (b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, 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 in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "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. 1. Any subject data developed under that contract, whether or not a copyright has been obtained; and 2. Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by FTA. (c) When FTA awards Federal assistance for experimental, developmental or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Purchaser and the Contractor performing experimental, developmental or research work required by the underlying contract to which this Attachment is

added 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 that 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 the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects. (d) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree 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 Purchaser or 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. Neither the Purchaser nor the Contractor shall 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. (e) 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. (f) Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c) and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work. (g) Unless FTA determines otherwise, 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 provided by FTA. (3) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401. (4) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental or research work financed in whole or in part with Federal assistance provided by FTA.

B. Patent Rights - The following requirements apply to each contract involving experimental, developmental or research work:

(1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

(2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental or research work financed in whole or in part with Federal assistance provided by FTA.

#### **M. Disadvantaged Business Enterprise**

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.

b. The Contractor 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 CFR Part 26 in the award and administration of this contract. 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 municipal corporation deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. If a separate contract goal has been established, Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.

d. If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

e. 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 from the recipient. In addition, the Contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and Contractor's receipt of the partial retainage payment related to the subcontractor's work.

f. The Contractor must promptly notify the recipient 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 recipient.

#### **N. Incorporation of Federal Transit Administration (FTA) Terms**

The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual provisions, as stated in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.

#### **O. Full and Open Competition**

In accordance with 49 U.S.C. § 5325(a) all procurement transactions shall be conducted in a manner that provides full and open competition.

#### **P. Prohibition Against Exclusionary or Discriminatory Specifications**

Apart from inconsistent requirements imposed by Federal statute or regulations, the Contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

#### **Q. Conformance with ITS National Architecture**

Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg. 1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

#### **R. Access Requirements for Persons with Disabilities**

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

#### **S. Notification of Federal Participation**

To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, Contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

#### **T. Interest of Members or Delegates to Congress**

No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

#### **U. Ineligible Contractors and Subcontractors**

Any name appearing upon the Comptroller General's list of ineligible Contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for Contractor pursuant to this contract. If Contractor is on the Comptroller General's list of ineligible Contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

#### **V. Other Contract Requirements**

To the extent not inconsistent with foregoing Federal requirements, this contract shall also include those standard clauses attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the recipient.

#### **W. Compliance with Federal Regulations**

Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

#### **X. Real Property**

Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 29 CFR 18.31, 49 CFR 24 Subpart B, FTA Circular 5010.1D, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract.

Contractor's failure to so comply shall constitute a material breach of this contract.

#### **Y. Access to Services for Persons with Limited English Proficiency**

To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

#### **Z. Environmental Justice**

The Recipient agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low Income

Populations," 42 U.S.C. § 4321 note, except to the extent that the Federal Government determines otherwise in writing.

#### **AA. Environmental Protections**

Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

#### **BB. Geographic Information and Related Spatial Data**

Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

#### **CC. Federal Single Audit Requirements for State Administered Federally Aid Funded Projects Only**

Non Federal entities that expend \$500,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A 133, Audits of States, Local Governments, and Non Profit Organizations. Non Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non Federal entities that expend less than \$500,000 in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in 3052.215(a), but records must be available for review or audit by appropriate officials of the Federal and State agencies.

#### **DD. Catalog of Federal Domestic Assistance (CFDA) Identification Number**

The recipient is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

The CFDA number for the Federal Transportation Administration Nonurbanized Area Formula (Section 5311) is 20.509

A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States Local Governments, and Non-Profit Organizations," agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.





## **ATTACHMENT A: REQUIRED FORMS**

### **Proposal Submission Checklist**

*Please include Checklist in Technical Proposal*

- \_\_\_\_\_ One electronic copy of Technical Proposal
- \_\_\_\_\_ One electronic copy of Cost Proposal (may be on same CD as copy of Technical Proposal)
- \_\_\_\_\_ Completed Debarment and Suspension Certification (found in Attachment A)
- \_\_\_\_\_ Completed Acknowledgement of Amendment Form(s), if applicable

**National Rural Transit Assistance Program**

**ACKNOWLEDGEMENT OF RECEIPT OF AMENDMENTS**

The undersigned Proposer hereby acknowledges receipt of the following amendments to the project RFP:

<b>Amendment Number</b>	<b>Dated</b>	<b>Acknowledge Receipt (Initials)</b>
_____	_____	_____
_____	_____	_____
_____	_____	_____

☐ No amendments to the project RFP were received

Acknowledged for: \_\_\_\_\_  
(Name of Proposer)

By: \_\_\_\_\_  
(Signature of Authorized Representative)

Name: \_\_\_\_\_  
(Please print or type)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## DEBARMENT AND SUSPENSION CERTIFICATION

*49 CFR Part 29, Executive Orders 12549, 12689, and 31 U.S.C.6101 (Contracts over \$25,000)*

### **Background and Applicability**

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, Debarment and Suspension, Executive Order 12689, Debarment and Suspension, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services. 49 CFR 29.220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from \$100,000 to \$25,000. These are contracts and subcontracts referred to in the regulation as “covered transactions.”

Grantees, Contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required. 49 CFR 29.300.

Grantees, Contractors, and subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

### Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the recipient. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the recipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period

of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Contractor \_\_\_\_\_

Signature of Authorized Official \_\_\_\_\_

Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Name and Title of Contractor's Authorized Official \_\_\_\_\_

Additional Comments: