



## **Professional Transit Management Services**

### **Request For Proposals**

Charleston, South Carolina  
Date: September 18, 2023

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**Due Date:** October 16, 2023  
**Time:** 3:00 P.M. EST

**Receipt Location:**  
BCD Council of Governments  
Attn: Jason McGarry  
5790 Casper Padgett Way  
North Charleston, SC 29406

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September 18, 2023

Berkeley Charleston Dorchester Rural Transportation Management Association (BCD-RTMA) d/b/a TriCounty Link, located in Moncks Corner, South Carolina will accept proposals from qualified firms for professional transit general management services. While more completely described elsewhere in this RFP, in general BCD-RTMA wishes to engage an individual/firm to provide the day-to-day general management of the TriCounty Link Transit System.

The TriCounty Link system is comprised of 11 regular fixed routes and 5 commuter routes that provide services to rural residents of Berkeley, Charleston and Dorchester counties. While each of the ten fixed routes follows a published schedule, each route also includes a route deviation option.

Any contract awarded pursuant to this RFP is subject to financial assistance grants between BCD-RTMA and the U.S. Department of Transportation (USDOT), Federal Transit Authority (FTA), and/or the South Carolina Department of Transportation (SCDOT). The Contract is subject, not only to BCD-RTMA policies and procedures, but also to the statutes, regulations, policies and procedures of the FTA and SCDOT.

The deadline for Contractors to submit written questions for information and/or clarification is **3:00 PM on October 4, 2023**. All written questions received by this deadline will be answered in a written addendum.

The deadline for receipt of all submittals is **3:00 P.M. on October 16, 2023**

All Proposal responses should be mailed or delivered to:

Berkeley Charleston Dorchester Rural Transportation Management Association  
Attn: Jason McGarry, Procurement Contracts Administrator  
5790 Casper Padgett Way  
North Charleston, SC 29406

*Note: The deadline shown above 3:00 P.M on **October 16, 2023** is extremely important. The completed proposal must have been physically received on or prior to that deadline. If you plan to have your proposal delivered other than by personal delivery, please remember that even though the proposal may be postmarked prior to the deadline, if it is not received by the deadline time and date, it absolutely cannot be considered*

## **1. GENERAL INFORMATION**

### **1.1 BACKGROUND**

In 1996, Berkeley, Charleston and Dorchester Counties agreed to invest in the cost for the startup of a rural transit service for the residents of the region. The Berkeley, Charleston, Dorchester Rural Transportation Management Association (BCD-RTMA) was created to operate this service. The BCD-RTMA service was implemented to provide a home-to-work option for rural residents.

In late 2007, the Berkeley, Charleston, Dorchester Rural Transportation Management Association (BCD-RTMA) changed its operating name to better describe the service it provides and to be more visible in the communities being served. Since being established, our system has grown from a single-county service to one that is taking on the challenges of serving three counties more effectively.

Recognizing the importance of creating a more seamless transportation network, TriCounty Link management approached the Charleston Area Regional Transportation Authority (CARTA) board of directors and requested approval of a transfer agreement that would allow customers to pay one fare each way when transferring between the rural and urban transportation systems. The transfer agreement was implemented in January 2007 and has been very successful.

The TriCounty Link system is comprised of 11 regular fixed routes and 5 commuter routes that provide services to rural residents of Berkeley, Charleston and Dorchester counties. While each of the ten fixed routes follows a published schedule, each route also includes a route deviation option. The driver may go off the fixed route up to one-quarter mile to pick up customers that cannot meet the bus at designated stop locations. We are also a flag-stop system and will pick up customers between the scheduled stops along each of the fixed routes. For additional information, please visit <http://ridetricountylink.com/>

### **1.2 PROPOSAL SCHEDULE**

Proposals shall be solicited and evaluated by the following schedule:

Publish/Release Solicitation	September 18, 2023
Deadline for Written Questions	October 4, 2023 by 3:00 PM
Deadline for Proposals	October 16, 2023 by 3:00 PM

#### **Submission**

One (1) original, two (2) copies and One (1) digital copy of the Proposal shall be submitted no later than 3:00 p.m. EST on October 16, 2023.

Any proposals received after the scheduled deadline on the closing date will be immediately disqualified in accordance with BCD-RTMA policies.

Proposals shall be submitted in a sealed box or envelope that is labeled with the Contractors name and identified as containing a Proposal responding to RFP #RTMA2023-02: Transit Management Services

No oral, facsimile, telegraphic proposals or subsequent modifications to such proposals will be considered except as specified herein.

The proposal must be unconditional to review any part of the RFP, addenda will be provided to all firms who received or requested the RFP document.

**1.3. ETHICS AND NO CONTACT POLICY**

After issuance of this RFP, Contractors, or anyone acting directly or indirectly on behalf of a potential Contractor or a subcontractor shall not discuss or submit inquiries about this RFP in any way with any of the BCD-RTMA employees, agents, or elected or non-elected officials, or a member of the Board of Directors, other than the Procurement/Contracts Administrator, Jason McGarry, [jasonm@bcdcog.com](mailto:jasonm@bcdcog.com). Any communication with the Procurement/Contracts Administrator must be in writing, and submitted as required in this RFP. The foregoing restriction expires once contract has been executed. Violation of this restriction may result in disqualification of the Contractor, suspension or debarment, and may constitute a violation of the South Carolina Ethics Act.

**1.4. ADDENDA**

In the event it becomes necessary to revise any part of the RFP, addenda will be provided to all firms who received or requested the RFP document from BCD-RTMA.

**1.5. PROPOSAL REVIEW PROCESS**

Proposals shall be submitted as set forth in this RFP. The BCD-RTMA Selection Committee will review and evaluate proposals in accordance with the requirements and instructions contained in this RFP.

**1.6. AWARD/REJECTION OF PROPOSALS/CONTRACTS**

An award resulting from this RFP shall be made to the most responsive and responsible Contractor whose proposal is determined to be most advantageous to BCD-RTMA, taking into consideration evaluation factors contained herein; however, BCD-RTMA reserves the right to reject in whole or in part, all proposals received in all cases, BCD-RTMA will be the sole judge as to whether a Contractors proposal has or has not satisfactorily met the requirements of the RFP.

BCD-RTMA reserves the right to reject, in whole or in part, any and all proposals received, to waive all technicalities, or to negotiate any term(s) or provision(s) of such proposals, such rejections, waivers, or negotiations to be accomplished in any manner necessary to serve the best interests of BCD-RTMA. It also reserves the right to reject or otherwise disregard, in whole or in part, any ambiguous proposal, which are uncertain as to terms, delivery, quantity, or compliance with specifications.

The selected Contractor will be notified of acceptance of this proposal by a formal notice of award. The selected Contractor shall enter into a contract with BCD-RTMA on terms that are mutually agreeable; failure to do so shall permit BCD-RTMA to award to another Contractor. BCD-RTMA reserves the right to develop and impose additional performance and/or technical requirements of terms and conditions before entering into a contract. Said additional requirements, terms, and conditions shall be based on the particular characteristics of the proposal under consideration.

**1.7. INSTRUCTIONS AND GENERAL INFORMATION**

**A. CONTRACTORS RESPONSIBILITY**

Contractor shall fully acquaint itself with the conditions relating to the scope and restrictions under the conditions of the RFP. The failure or omission of a Contractor to acquaint itself with the existing conditions shall in no way relieve it of any obligation with respect to the proposal

submitted by the Contractor to any contract resulting from this RFP.

**B. DUTY TO INQUIRE**

Should a Contractor find discrepancies or omissions in this RFP, or should the Contractor be in doubt as to the meanings, the Contractor shall at once notify BCD-RTMA in writing prior to the last day for written questions. Questions shall be submitted to Jason McGarry, Procurement/Contracts Administrator, [jasonm@bcdcog.com](mailto:jasonm@bcdcog.com)

**C. SIGNATURE REQUIREMENTS**

Only authorized officers eligible to sign contract documents will be accepted. Consortiums, joint ventures, or teams submitting proposals, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rests solely with one contractor or one legal entity. This proposal should indicate the responsible entity. Contractors should be aware that joint responsibility and liability will attach to any resulting contract and failure of one party in a joint venture to perform will not relieve the other party or parties of total responsibility for performance.

**D. WAIVER**

By submission of its proposal, the Contractor represents and warrants that it has sufficiently informed itself in all matters affecting the performance of the work or the furnishing of the labor, services, supplies, materials, or equipment called for in the solicitation; that it has checked the proposal for errors and omissions; that the prices and costs stated in its proposal are intended by it; and, are a complete and correct statement of its prices and costs for providing the labor, services, supplies, materials, or equipment required.

**E. CONFIDENTIAL INFORMATION**

All proposals received become the exclusive property of BCD-RTMA. At such time, as a Contract is agreed to by the contractor and the Board, all proposals submitted will become a matter of public record and shall be regarded as public records, with the exception of those elements in each proposal which constitute confidential and proprietary information or trade secrets as those terms are used in S.C. Code Ann. §§ 11-34-410 and 30-4- 40(a)(1) and which are so marked as "TRADE SECRET," "CONFIDENTIAL" or "PROPRIETARY." However, proposals which indiscriminately identify all or most of the proposal as exempt from disclosure without justification may be released pursuant to a freedom of information request. BCD-RTMA shall not in any way be liable or responsible to any Contractor or other person for any disclosure of any such records or portions thereof, whether the disclosure is deemed to be required by law, by an order of a court, or occurs through inadvertence, mistake, or negligence on the part of BCD-RTMA or its officers, agents, or employees. Any legal costs associated with determination of what is excluded or included in a public records request is at the expense of the Contractor.

**F. REVISION TO RFP**

BCD-RTMA reserves the right, when necessary, to postpone the times in which proposals are scheduled to be received and opened, and to amend part or all of the RFP. Receipt of all addenda must be acknowledged in the proposals received by BCD-RTMA.

**G. WITHDRAWAL OF PROPOSAL**

No proposal may be withdrawn after the proposals have been opened.

**1.8 RESERVED RIGHTS/LIMITATIONS OF FUNDING**

All Contractors are notified that the contract for this service is contingent upon Federal and State appropriations. In the event that funding is eliminated, decreased, or not granted, BCD-

RTMA reserves the right to terminate any RFP accordingly. BCD-RTMA makes no representations that any contract will be awarded to any Contractor responding to this RFP.

**A. PROTEST PROCEDURES**

Any prospective Contractor or contractor who is aggrieved in connection with the solicitation of a contract may protest to BCD-RTMA. Any such protest must be delivered in writing within five days of the issuance of the RFP. Or within five days of the amendment there to if the amendment is the issue. A protest must set forth all specific grounds of protest in detail and explain the factual and legal basis for each issue raised. This project is to be funded in part by FTA and is subject to FTA rules and regulations.

**1.9 COST OF PROPOSAL PREPERATION**

BCD-RTMA shall not be responsible for any cost or expense incurred for preparation of the proposal in response to this RFP. Contractor shall not include such expenses as a part of the price proposal.

**1.10 PROHIBITED INTEREST**

No member, officer, employee of BCD-RTMA, or members of their boards during his/her tenure or one year thereafter, shall have any interest, direct or indirect, in any resultant contract or the proceeds thereafter.

**1.11 TAXES**

Contractor should not include sales tax, if any, and all other applicable taxes and fees in their proposals. The Contractor should be aware that S.C. Code Ann. 12-8-550 requires withholding a percentage of payments made to certain nonresidents conducting business in South Carolina. Inquiries concerning S.C. Code 12-8-540 should be addressed to Withholding Section, South Carolina Tax Commission, PO Box 125, Columbia, SC 29214.

**1.12 NOTICE TO PROCEED**

The Contractor shall be issued a written Notice to Proceed. Any services provided prior to receipt of this Notice to Proceed shall be at the sole risk and expense of the Contractor.

**1.13 LABOR PROVISIONS**

South Carolina is a right-to-work state. The successful Contractor shall be responsible for compliance with all applicable requirements of 49 U.S.C. 5333(b)

**1.14 TERMS**

The term of this contract resulting from this RFP shall be up to five (5) years in duration. Throughout the duration of any contract resulting from this RFP, BCD-RTMA may expand or reduce any of its current services, or implement or discontinue any transportation services on a one-time, temporary, and/or permanent basis.

**1.15 EVALUATION PROCESS**

Each submittal will be evaluated in accordance with the evaluation criteria stated herein. The Board of Directors will award to the Contractor whose offer conforming to the solicitation will be most advantageous and the best overall value as determined by the evaluation factors listed below

**Selection Criteria and Consideration**

Submittals will be evaluated on the basis of the following with each factor has been assigned a pre-established weight to reflect its relative importance.

1. Relevant Experience and Qualifications (30 points)
2. Financial Capacity of the Firm (10 points)
3. Capabilities and experience of the proposed management team (15 points)
4. Effectiveness/Efficiency of the Management Plan (15 points)
5. Price (30 Points)

There may be further evaluations by interviews; however, BCD-RTMA reserves the right to award without holding discussions. The purpose of the interview, if held, will be to further review the final submittals in specific areas with regards to satisfying the evaluation criteria stated above.

## **2.0 Scope of Work**

Under direction of the Executive Director or his designee, the General Manager will oversee the day-to-day operations of fixed and commuter bus routes that provide service to the rural residents of Berkeley, Charleston, and Dorchester counties. The General Manager shall be well-versed in all forms of transit service delivery including fixed route, deviated route, paratransit, and demand response. The General Manager will be responsible for effectively managing the agency's operations, financial controls, maintenance shop operations, asset management, safety and training program, and general oversight of staff. The General Manager shall provide a proactive management approach and environment and shall work cooperatively with transit staff in matters relating to service quality, providing operational and other data, and responding to specific requests for other assistance as the need arises. This position has a high degree of visibility where communication and collaboration are essential. The ability to work effectively with all levels of internal staff, Board Members and the general public is necessary in order to be successful in this role.

Assist in development of policies, programs, and procedures for efficient operation of the transit system. Ensures consistent application of policies and procedures. Monitors routes for passenger and vehicle utilization through clearly defined objectives and metrics. Responsible for investigating, resolving and reporting all customer complaints.

Conducts analyses of routes and schedules for possible consolidation for increased efficiency and lower costs in conjunction with BCDCOG Planning staff. Analyzes overtime costs and recommends cost control measures. Oversee financial management to include expenditures and farebox reconciliation. Responsible for operations metrics reporting and will evaluate trends to report problem areas.

Enforces compliance with administrative policies, procedures, safety rules and government regulations. This includes BCD Rural Transportation Management Association's Employment Policies and Procedures and the Operational Policies and Procedures Manual. Follows all Federal, State and local laws and regulations and oversees recording keeping to demonstrate compliance. Provides supervision and leadership to agency staff. Evaluates and monitors performance through individual coaching, counseling and mentoring. Responsible for discipline and termination in conjunction with the Transit Supervisor and Deputy Director of Finance and Administration.

Oversee preparation of monthly reports for management and Federal reporting. These reports include, route performance, ridership, preventive maintenance, fleet utilization, and other reports that may be requested by management. At all times, the General Manager, or an Operations Manager designated to act on behalf of the General Manager, shall be available



either by phone or in person to make decisions regarding day-to-day operations or provide coordination as necessary, including emergency response situations, and shall be authorized to act on behalf of the Contractor regarding all matters pertaining to the Scope of Work. Attend and participate in professional group meetings, stay abreast of new trends and innovations in the transit operations field. Perform related duties as required.

### **3.0 Proposal Content Instructions**

The contractor shall provide general management for BCD-RTMA's Deviated Fixed Route services, in accordance with all of the requirements outlined in this RFP (including all attachments) and the Contractor's response thereto.

### **3.1 Requested Outline**

#### **PROPOSAL SECTION I: Relevant experience and qualifications**

- A. List all currently managed public transit operations. Include the date the contract began, the number of buses, the number of employees, the value of the operating and capital budgets. Please provide a client contact with name, address, and phone number.
- B. Identify all other public transit related clients and the nature of the work. Include information that will show the complexity of the engagement.
- C. List any awards and recognition that your firm, or managed systems have received during your management engagement.
- D. Please describe any public transit innovations, cost saving initiatives, etc. which your firm or managed systems have developed. Please provide as much detail as possible.
- E. Please provide the history of the firm, the number of years it has been in the public transit management business, and its current ownership arrangement.

#### **PROPOSAL SECTION II: Financial capacity of the firm**

- A. Please provide a copy of the most recent annual report of the firm that must include five years of audited financial records.
- B. Please provide two financial references for the firm.
- C. Please provide an organizational chart of the firm that identifies senior management and how this engagement would be handled.
- D. Describe any other business that your firm or parent firm may be involved with and how that experience may be beneficial to this engagement.

#### **PROPOSAL SECTION III: Capabilities and experience of proposed management team**

- A. Please identify each member of your proposed management team and an organizational chart specific to this engagement. Include in your proposal resumes for each of the team members and at least two professional references complete with addresses and phone numbers for each.
- B. Please describe why your firm believes the manager proposed is suited for this engagement. What experience do they bring which will be beneficial to this assignment?
- C. If the resident manager proposed is not currently an employee of your firm, please attach a letter from the candidate that reflects their commitment to this engagement.

#### **PROPOSAL SECTION IV: Availability, and plan for technical support**

- A. Please list the names of all full-time non-resident staff that will be available to support this engagement. Identify their particular expertise and if possible, provide a resume that details their work for similar transit systems.
- B. Identify any staff who are available from your firm to support this engagement. Please specify their expertise and relevant experience.

- C. What training resources does your firm currently have? What training will be available to system employees? Describe the professional development to be provided to the manager assigned to this engagement.

**PROPOSAL SECTION V: Management Plan**

- A. It is of great importance how your firm will approach the management of TriCounty Link for the next five years. Please provide a management plan that addresses the major areas: operations, maintenance, customer service, professional development and safety and training.

**PROPOSAL SECTION VI: Additional Information**

- A. Provide additional information that has not been requested that your firm would like to share about its capabilities and qualifications.

**PROPOSAL SECTION VII: Cost**

- A. Professional fee per year.
- B. Any additional fees for services that are not part of the management fee and describe the services.

**4.0 Representations and Certifications (required)**

The following representations and certifications are required to be returned as a part of the proposal packet.

**4.1 Representations**

**A. DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

The Contractor represents as a part of its offer that it **(Mark one with an X)**

a. Is \_\_\_\_\_

b. Is not \_\_\_\_\_

A disadvantaged business enterprise (DBE)

The Contractor hereby certifies that it will comply in full with the disadvantaged business enterprise provisions of this contract, as outlined in this section.

1. It is the policy of the DOT and of BCD-RTMA that disadvantaged business enterprises, as described in 49 C.F.R. Part 26 and the Program for Assistance to Disadvantaged Business Enterprises (hereafter referred to as "DBE Program") shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under any agreement. Consequently, the DBE requirements of 49 C.F.E Part 26 applies to this contract.
2. The Contractor hereby agrees to ensure that disadvantaged business enterprise as defined in 49 C.F.R Part 26 have the maximum opportunity to participate in the performance of this contract and any related subcontracts financed in whole or in part with Federal Funds. In this regard, the Contractor shall take all necessary and reasonable steps in accordance with 49 C.F.R. Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. The Contractor or the subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

3. BCD-RTMA will require all prime contractors bidding or proposing on US DOT-assisted contracts to submit the following information about the prime contractor and all subcontractors who provide a bid, proposal or quote to a prime contractor: the firms name, address, status as a DBE or non-DBE number, number of years in business, annual gross receipts, scope of work to be performed, on the contract, and dollar amount of that work.
4. This information must be received before a recommendation is made to the Board of Directors before award of contract. If the information is not received within the time specified, the Contractor/proposer will be deemed non-responsive.
5. During the performance of this contract, the Contractor shall keep such records as are necessary to determine compliance with its disadvantaged business enterprise utilization obligations. The records to be kept by the Contractor shall be designed to indicate the following:
  - a. The actual disadvantaged and non-disadvantaged business enterprises, the type of work being performed by each, and the actual dollar values of work, services, and procurements.
  - b. The progress and efforts being made in seeking out disadvantaged business enterprises organizations and individual disadvantaged business enterprises for this project; and
  - c. Documentation of all communications, including correspondence, contracts, telephone calls, etc., to obtain the services of disadvantaged business enterprises on a project.
  - d. The Contractor shall submit reports, on at least a monthly basis, of contracts and other business enterprises as documented by the records herein referred to.
6. All records required by the provision hereof to be kept by the Contractor shall be retained for a period of three (3) years following completion of the contract work. Said records shall be made available for inspection upon request.
7. The provisions of this section shall further be deemed applicable to any subcontracts executed by the Contractor pursuant to this contract. As part of any such subcontract, the Contractor shall secure from the subcontractor a certified copy of this section.
8. Failure on the part of the Contractor or any subcontractor to carry out any applicable provision of this schedule shall constitute a breach of contract and may result in termination of the contract by BCD-RTMA or other such remedy, as BCD-RTMA deems appropriate.

**B. INTEREST OF PUBLIC OFFICIALS**

The Contractor represents and warrants that no employee or official of BCD-RTMA is or will be interested or benefited directly or indirectly from this contract.

**C. COVENANT AGAINST GRATUITIES**

The Contractor represents as part of its proposal that neither it nor any of its employees, representatives, or agents have offered or given gratuities (in the form of entertainment, gifts or otherwise) to any employee or official of BCD-RTMA with the view towards securing favorable treatment in awarding, amending, or the making of any determination with respect to the performing of the contract.

**D. PREVIOUS CONTRACTS AND COMPLIANCE REPORTS**

1. The Contractor represents as part of its offer that it **(Mark one with an X)**:

- Has \_\_\_\_\_
- Has Not \_\_\_\_\_

Participated in a previous contract or subcontract subject either to Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order Number 10925, or the clause contained in Section 201 of Executive Order Number 11114; and

2. It **(Mark one with an X)**:

- Has \_\_\_\_\_
- Has Not \_\_\_\_\_

Filed all required compliance reports.

3. Representations including submissions of required compliance reports, signed by proposed subcontractors, will be obtained before subcontracts or awards.

**E. AFFIRMATIVE ACTION COMPLIANCE**

The Contractor represents as part of its offer that it has a workforce of \_\_\_\_\_ **(# of employees)**

It (Mark one with an X)

- Developed and has on file \_\_\_\_\_
- Has not developed and does not have on file \_\_\_\_\_

At each establishment, affirmative action programs requires by the rules and regulations of the Secretary of Labor (41 C.F.R 60-1 and 60-2), or it (Mark one with an X)

- Has \_\_\_\_\_
- Has Not \_\_\_\_\_

Previously had contract subject to a written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**F. PARENT COMPANY AND IDENTIFYING DATA**

1. The Contractor represents as part of its proposal that it **(Mark one with an X)**

- Is \_\_\_\_\_
- Is Not \_\_\_\_\_

owned or controlled by a parent company. A parent company, for the purpose of this provision, is one that owns or controls the activities and basic business policies of the Contractor. To own the bidding company means that the parent company must own more than 50 percent of the voting rights in that company. A company may control a Contractor as parent even though not meeting the requirements for such ownership if the company is able to formulate, determine, and veto basic policy decisions of the Contractor through the use of dominant minority voting rights use of proxy voting or otherwise.

2. If the Contractor is not owned or controlled by the parent company, it shall insert its own Employer's Identification Number below:

\_\_\_\_\_

3. If the Contractor is owned or controlled by a parent company, it shall enter in the blocks below the name and main office address of the parent company, and the parent company's Employee Identification Number.

**NAME OF PARENT COMPANY AND MAIN OFFICE ADDRESS**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Parent Company's Employee Identification #: \_\_\_\_\_

**4.2 Certifications**

**A. Certification of Independent Price Determination**

1. By submission of this proposal, the Contractor certifies, and in the case of a joint proposal, each party certifies as to its own organization, that in connection with this procurement:
  - a. The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Contractor or with any competitor
  - b. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Contractor prior to the opening (in the case of an advertised procurement) or prior to award (in the case of a negotiated procurement), directly or indirectly to any other Contractors or to any competitor, and
  - c. no attempt has been made or will be made by the Contractor to induce other person or firm to submit or not submit a proposal for the purpose of restricting competition.

**B. Buy America Certification**

This solicitation and any resulting contract are subject to the Buy America requirements of 49 U.S.C. Section 50101. The Contractor certifies it and all associated subcontractors will comply with the Buy American preferences established under Title 49 U.S.C. Section 50101.

C. Certification of Restrictions on Lobbying

The applicant certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the applicant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The applicant shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under loans, and cooperative agreements) and that all subrecipients shall certify and disclosure 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 prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure

D. Certification of Eligibility

By entering into this contract, the Contractor certifies that it nor any person or firm who has an interest in the Contractors firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act, 40 U.S.C. § 276A et seq., or 29 C.F.R. 5.12(a)(l).

No part of this contract shall be subcontracted to any person or firm ineligible for ward of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act, 40 U.S.C. § 276A et seq. Or 29 C.F.R. 5.12(a) (l).

The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. §1001.

E. Conflict of Interest Certification  
***(This Certification is required to be marked.)***

*By submission of this Proposal, I certify that:*

1. I have read and understand the General Provisions clause entitles "Interest of Public Officials" that will be incorporated into any contract resulting from this solicitation. I further understand that the pecuniary interest in that clause includes employment relationships

2. I understand BCD-RTMA has an internal conflict of interest policy for its employees which includes as an actual or possible conflict of interest whether or not a member of the employee's immediate family works for a firm doing or seeking to do business with BCD-RTMA.

**3. Mark one with an X**

\_\_\_\_\_ To the best of my knowledge and belief, no employee of my firm is related to an employee of BCD-RTMA

\_\_\_\_\_ An employee of my firm is related to an employee of BCD-RTMA or a letter to the contracting officer explaining that relationship is attached to this exhibit

**COST DATA FORM**  
(Bidder to complete all blanks)

Fees for work performed under this agreement shall be based on the criteria stated in the Scope of Work:

**PRICES:**

<u>Quantity</u>	<u>Description</u>	<u>Amount</u>
1	Base Management Fee	\$ _____

Respectfully submitted this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

Company Name \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Name and Title (type or print) \_\_\_\_\_



## **FEDERAL TERMS & CONDITIONS**

### **Section 1.01 No Federal Government Obligation to Third Parties**

CARTA 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.

### **Section 1.02 False Statements or Claims Civil and Criminal Fraud**

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 A-55 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.

### **Section 1.03 Access to Third Party Contract Records**

Contractor agrees to provide CARTA, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. §5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. §§5307, 5309 or 5311.

Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

Contractor agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than five years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case Contractor agrees to maintain same until CARTA, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

#### **Section 1.04 Changes to Federal Requirements**

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

#### **Section 1.05 Termination**

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 Government's interest. If this 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.

Termination for Default (Transportation Services) If the Contractor fails to pick up the commodities onto 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 (Recipient) may terminate this contract for default. The (Recipient) 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 Recipient goods, the Contractor shall, upon direction of the (Recipient), protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and (Recipient) 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 (Recipient)

#### **Section 1.06 Civil Rights**

**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 and gender identity), 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, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit 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 A-25 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.

**Section 1.07. Disadvantaged Business Enterprise (DBE)**

**1.07.1** The Contractor shall take the following measures to facilitate participation by disadvantaged business enterprises (DBE) in the Project:

- (a) The Contractor shall comply with current U.S. DOT regulations on DBE participation in U.S. DOT financial assistance programs, at 49 C.F.R. Part 26, and any requirements or guidance U.S. DOT or FTA may issue.
- (b) The Contractor agrees that is will not discriminate on the basis of race, color, national origin, or sex in the award and performance of any third-party contract financed with Federal assistance derived from the U.S. DOT. The Contractor agrees to take all necessary and reasonable steps under 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of all third-party contracts and subcontracts supported with Federal assistance derived from U.S. DOT.

**1.07.3 Prompt Payment and Retainage**

- (a) The Contractor shall pay each subcontractor under this Contract for satisfactory performance of its contract no later than ten (10) days from the receipt of each payment the Contractor receives from CARTA. The Contractor agrees further to return retainage payments to each subcontractor within ten (10) days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of CARTA. This clause applies to both DBE and non-DBE subcontracts.
- (b) If the Contractor withholds payment from the subcontractor without a bona fide reason or without providing prompt written documentation to CARTA, sanctions may be imposed upon the Contractor. CARTA will determine if the Contractor is withholding payment without a just cause, interest may accrue on the unpaid amount owed to the subcontractor(s); however, if a determination of just cause is made, then no interest will accrue. If interest accrues on the amount due to subcontractor, the Contractor is responsible for including that total amount to the subcontractor at the time of payment.

**1.07.4** The Contractor shall make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work with another certified DBE, in accordance with the CARTA DBE Program.

**1.07.5** The Contractor shall maintain records and documents of payments to DBE's for three (3) years following the performance of the Contract. These records will be made available for inspection and copying upon request by any authorized representative of CARTA or DOT. This reporting and record keeping requirement also extends to any certified DBE subcontractor.

**Section 1.08 Incorporation of FTA Terms**

This Agreement includes, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in this Agreement. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated March 2013, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any CARTA requests which would cause CARTA to be in violation of the FTA terms and conditions.

**Section 1.09 Debarment and Suspension**

If this Contract is in excess of \$100,000 the terms of the Department of Transportation regulations, Suspension and Debarment of Participants in DOT Financial Assistance Programs, 49 C.F.R. Part 29 are applicable to this Project. No firms or persons ineligible there under shall be utilized in the project. The Contractor shall comply, and assure compliance by each of its subcontractors at any tier, with the provisions of Executive Orders Nos. 12549 and 12689, Debarment and Suspension, 31 U.S.C. sect 6101 note, and U.S. DOT regulations on Debarment and Suspension at 49 C.F.R. Part 29.

**Section 1.10 Resolution of Disputes, Breaches, or Other Litigation**

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 CARTA. 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 Executive Director of CARTA. 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 Executive Director shall be binding upon the Contractor and the Contractor shall abide by the decision.

Unless otherwise directed by CARTA, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

**Section 1.11 Lobbying**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering A-48 into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Certificate of Lobbying included in Proposal package.

#### **Section 1.12 Clean Air**

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. Contractor agrees to report each violation to CARTA and understands and agrees that CARTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

#### **Section 1.13 Clean Water Requirements**

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. Contractor agrees to report each violation to CARTA and understands and agrees that CARTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

The Contractor agrees:

- 1) It will not use any violating facilities;
- 2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
- 3) It will report violations of use of prohibited facilities to FTA; and
- 4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

#### **Section 1.14 Contract Work Hours and Safety Standards Act**

The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.

The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job. The contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

#### **Section 1.15 Energy Conservation**

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.

#### **Section 1.16 ADA Access**

Facilities to be used in public transportation service must comply with the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq.; DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. part 37; and Joint Access Board/DOT regulations, “Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. part 1192 and 49 C.F.R. part 38. Notably, DOT incorporated by reference into Appendix A of its regulations at 49 C.F.R. part 37 the Access Board’s “Americans with Disabilities Act Accessibility Guidelines” (ADAAG), revised July 2004, which include accessibility guidelines for buildings and facilities. DOT also added specific provisions to Appendix A of 49 C.F.R. part 37 modifying the ADAAG with the result that buildings and facilities must comply with both the ADAAG and the DOT amendments.

### **Section 1.17 Access Requirements for Individuals with Disabilities**

The Contractor agrees to comply with, and assure that any subcontractor under this Project, complies with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101 et seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794; 49 U.S.C. 5301 (d); and the following regulations and any amendments thereto:

- a. U.S. DOT regulations, Transportation Services for Individuals with Disabilities (ADA), 49 C.F.R. Part 37;
- b. U.S. DOT regulations, Nondiscrimination of the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance, 49 C.F.R. Part 27;
- c. Joint U.S. Architectural and Transportation Barriers Compliance Board/U.S. DOT regulations, Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles, 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- d. Department of Justice (DOJ) regulations, Nondiscrimination on the Basis of Disability in State and Local Government Services, 28 C.F.R. Part 35;
- e. DOJ regulations, Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities, 28 C.F.R. Part 36;
- f. General Services Administration regulations, Accommodations for the Physically Handicapped, 41 C.F.R. Subpart 101-19;
- g. U.S. Equal Employment Opportunity Commission, Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act, 29 C.F.R. Part 1630;
- h. U.S. Federal Communications Commission regulations, Tele-communications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled, 47 C.F.R. Part 64, Subpart F; and
- i. FTA regulations, Transportation for Elderly and Handicapped Persons, 49 C.F.R. Part 609
  - Any implementing requirements FTA may issue.

### **Section 1.18 Notification of Legal Matters Affecting the Federal Government**

The contractor is required to promptly notify BCDCOG of any current or prospective legal matters that may affect the BCDCOG and/or the Federal government. The FTA has a vested interest in the settlement of any violation of federal law, regulation, or requirement, or any disagreement involving the Award. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming of the Federal government as a party to litigation or a legal disagreement in any forum for any reason. This notification requirement shall flow down to subcontracts and/or sub agreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

**ATTACHMENT A**  
**CERTIFICATION REGARDING LOBBYING**

***(To be submitted with all bids or offers exceeding \$100,000; must be executed prior to Award)***

The undersigned \_\_\_\_\_ certifies, to the best of his or her knowledge and belief, that:  
(Contractor)

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding to any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.* .)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

[Note: Pursuant to 31 U.S.C. 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 for each such expenditure or failure.]

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Section A 3801 *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractors Authorized Official

**ATTACHMENT B**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY and VOLUNTARY EXCLUSION  
LOWER TIER COVERED TRANSACTION**

***(To be submitted with all bids or offers exceeding \$25,000.)***

- (1) The prospective lower tier participant (Contractor/Contractor) certifies, by submission of this bid or proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) The prospective Contractor/Contractor also certifies by submission of this bid or proposal that all subcontractors and suppliers (this requirement flows down to all subcontracts at all levels) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (3) Where the prospective lower tier participant (Contractor/Contractor) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid or proposal.

The lower tier participant (Contractor/Contractor), \_\_\_\_\_ , certifies or affirms the truthfulness and accuracy of this statement of its certification and disclosure, if any.

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

COMPANY \_\_\_\_\_

DATE \_\_\_\_\_