



Connecting People to Life's Destinations

## **Request for Proposal**

**for**

### **Regional Coordination - a Technological Solution to Coordinating Regional Transportation, Creating Efficiency in Service**

Issued by:

THE REGIONAL TRANSIT AUTHORITY 8

**Response Due Date: June 25, 2021**

Must be submitted no later than 12:00 PM Central Time  
Responses received after this date will be rejected

*For information about this notice, and during this procurement,  
interested persons must contact:*

Tricia Wagner  
7600 Commerce Park  
Dubuque, Iowa 52002  
Phone: 563-690-5761  
E-Mail: [Twagner@ecia.org](mailto:Twagner@ecia.org)  
and carbon copy,  
[dmichels@ecia.org](mailto:dmichels@ecia.org)

Issued addenda will be posted to internet website:

<https://rta8.org/>.

## Procurement Timetable

The following dates are set forth for informational and planning purposes. However, the RTA 8 reserves the right to change the dates. All times listed are Central Time.

Event/Dates	Date/Time
<b>Issue RFP</b>	<b>May 17,2021</b>
<b>Number of returned Responses required</b> as a single electronic PDF and be formatted to print on 8.5” x 11” pages. The proposal must be limited to 25 single-sided pages. All pages will be counted including: proposal covers, cover letter, dividers, appendices, etc. The maximum size limit of a proposal is 15 megabytes.	<b>No Additional Copies of Technical Response</b>
<b>Responder questions, requests for clarification, &amp; changes (no later than)</b>	<b>June 11, 2021, 12:00 PM</b>
<b>RTA Response to questions issues (no later than)</b>	<b>June 11, 2021, 12:00 PM</b>
<b>Response Due Date</b>	<b>12:00 PM on June 25, 2021</b>
<b>Presentations &amp; Demonstrations of short-listed vendors (by invitation only)</b>	<b>July 19 through July 23, 2021</b>
<b>Announcement of Successful Responder Intent to Award*</b> see note below	<b>Week of August 04, 2021</b>
<b>Completion of Contract negotiations</b> (Preparation for execution of the contract)	<b>August 23, 2021</b>
<b>Contract Start Date</b>	<b>September 1, 2021</b>
<b>Contract Duration</b> Start Date/ End Date/ # of Renewals	<b>5 to 6 months</b>

### Intent to Award

Responses will be evaluated, and a recommendation of award will be issued within ninety (90) days of the Response Due Date. Response prices, terms, and conditions must be held firm for a 180-day period from the date of the notice of intent to award the contract.

## Solicitation Response

<b>Response Due Date</b>	
<b>Time</b>	
<b>Location</b>	
<b>Proposal Number</b>	
<b>Description</b>	
<b>Contract Begin Date</b>	
<b>Contract Completion Date</b>	
<b>Proposal Guarantee</b>	
<b>Performance Bond</b>	
<b>Liquidated Damages</b>	
<b>City contact</b>	
<b>Email address</b>	
<b>Phone</b>	
<b>Fax</b>	

## RESPONDER INFORMATION

<b>Company Name</b>	
<b>Federal Tax ID</b>	
<b>Street Address</b>	
<b>City</b>	
<b>State</b>	
<b>Zip Code</b>	
<b>Contact Name</b>	
<b>E-mail Address</b>	
<b>Phone</b>	
<b>Fax</b>	
Responder agrees to sell goods/services or both at the same prices, terms and conditions to any other Iowa state agency, Regent or Political Subdivisions upon request. Please check Yes or No.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Responder is an Iowa Targeted Small Business	<input type="checkbox"/> Yes <input type="checkbox"/> No

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## **1. ACRONYM SHEET**

DBE - Disadvantaged Businesses Enterprises

DOT - Department of Transportation

ECIA - East Central Intergovernmental Association

GPS - Global Positioning System

FTA – Federal Transit Administration

RTA 8 - Delaware Dubuque Jackson County Regional Transit Authority

## **2. INTRODUCTION**

Delaware Dubuque Jackson County Regional Transit Authority (RTA 8) was formed in 1982 as a 501(c)(3) non-profit organization for the purpose of connecting the elderly, disabled, youth and low-income citizens in Delaware, Dubuque, and Jackson counties to critical services like healthcare, counseling, nutrition, childcare, education, employment, and social venues. The RTA provides accessible, safe, convenient, and efficient transportation for all citizens in the cities, communities, and rural areas of the RTA region to enhance their quality of life. The RTA 8 manages a fleet of 30 accessible light duty buses and minivans. RTA provides 180,000 annual passenger trips serving over 2,500 individuals in the three-county region.

## **3. PROJECT OBJECTIVE**

The objective and ultimate goal for this project is to: improve coordination among RTA 8's agency partners when scheduling trips for their clients, thus reducing wait times; show (potentially improve) availability of RTA 8 services to all riders to aid in trip and appointment scheduling; and provide better communication in real time with riders and caregivers. All technology improvements will result in an improved rider experience, helping RTA 8 to retain current riders and attract new riders. The coordination program will enable RTA 8 to streamline its services, allowing RTA 8 to operate more efficiently and be more cost-effective. This will be an eight-to-nine-month project.

## **4. PROJECT SCOPE OF SERVICES**

The project includes the following major components: 1) Website Redesign; 2) Portal; 3) GPS Tracking App.

### **I. Complete Website Redesign with Additional Functionality**

Electronic ride request form (Trip Maker) inside website should link to our software tracking system, populating client information.

Website should work in conjunction with GPS App:

- Send automated notification of trip confirmation to client via email/text/phone call for all requests received 24 hours or more in advance.
  - Client given option to Confirm or Cancel, automatically generating notification to Dispatch.

Track and Display RTA 8's Peak and Off-Peak times; Clients may schedule appointments accordingly.

- Data will be updated on the website for Peak and Off-Peak times quarterly by County and City of Dubuque, Manchester and Maquoketa

View:

- Map by County (Dubuque, Delaware, Jackson) and Cities of Dubuque, Manchester, and Maquoketa
- Display peak and off-peak times for each
- Count clicks by City for reporting purposes

At this time, RTA 8 does not anticipate annual maintenance to required; RTA 8 plans to maintain once delivered.

### **II. Create Portal**

Access through redesigned website

- Password protected for Agency Partners only
- Agencies may view each other's scheduled trips and add their clients to a trip.
- Trip confirmation sent via email/text/phone call for all requests received 24 hours or more in advance.
- Client given option to Confirm or Cancel, automatically generating notification to Dispatch.
- Reminder notification sent 48 hours prior to trip.
  - Confidential:
- No client information will leave the Portal.
- Client names shall be visible to other agencies.
  - Agencies upload client/rider information in their preferred tracking format (i.e., Excel document, Google Doc, etc.)
- create portal to accept and manipulate data.
  - Organized by type of trip, with origin and destination trips feeding to website map displaying peak and off-peak times, to allow general public to see the Originating City, Time and Destination for the trips:
  - The trips should be divided into long destination, In town, Special Community Events, Weekend Outings etc.
  - The portal should also provide peak and off-peak times for local appointments.

#### Integrated Billing

- Website portal will talk to MCO Insurance Portal (i.e., download to Excel, upload to portal; automate)
  - Reporting functionality: number of documents uploaded by each Agency and number of trip requests per destination.
  - The trips should be divided into long destination, In town, Special Community Events, Weekend Outings etc.

At this time, RTA does not anticipate annual maintenance to required; RTA plans to maintain once delivered.

### III. GPS Tracking App

Track RTA vehicle in real time by vehicle number

Free to download

Function independently of RouteMatch (current software tracking system) but must have capability of linking up to any software tracking system to allow for sharing of data (i.e., client contact information and trip confirmations)

- App tied directly to each RTA vehicle.
- Vehicle number pulled from software tracking system.
  - Automatically link cell phone number found in software tracking system with the assigned bus number. Send automated text with bus number when assigned
  - Vehicle number should automatically update in App if it changes

View bus location in real time

- Enter bus number and "your location"
- Displays "your location" and bus icon on map
- Provide estimated time of arrival
- Refresh every two minutes

Reporting on number of downloads and number of times the app is opened.

Annual maintenance required.

## **5. GENERAL REQUIREMENTS**

The RTA is following the Iowa DOT Instruction Memorandums for local public agencies I.M 3.310.

### **DBE GOAL**

The RTA has determined to set the DBE goal at 5%. It is the policy of the Iowa DOT that Disadvantaged Business Enterprises shall have the maximum practicable opportunity to participate in the performance of contracts financed in whole or in part with federal aid funds. Most of the work under this contract is expected to involve federal aid funds. Consultants will be expected to demonstrate a good faith effort to meet this goal, and the selection process will include an evaluation of that effort. A list of certified DBE firms may be found on Iowa DOT's web site at: <https://secure.iowadot.gov/DBE/Home/Index/>

## **6. SELECTION INFORMATION**

The Selection Committee will evaluate proposals on their ability to address the evaluation criteria.

The point value of each evaluation criterion is indicated below, adding up to a total of 100 points.

- **Key Staff, Experience and responsiveness– 15 Points (15%)**
  - This category refers to the quality, similarity and responsiveness of the consultant on previous projects to this project. In addition, technical ability and specialized expertise of the consultant's staff or sub consultants and demonstrate abilities to address issues is also a factor for this category.
  
- **Technical Qualities and Past Experience – 30 Points (30%)**
  - This category allows the selection committee to determine if there are certain technical qualities or understanding of the project that make one consulting firm stand out over another firm. This may include but is not limited to: the detail of their work, reputation from other agencies the firm has worked with, experience working with subcontractors or subconsultants, and the success of previous projects.
  
- **Price – 25 Points (25%)**
  - Points will be awarded in this category based on the proposed price presented by each of the consulting firms. These points will be awarded after the other points are awarded.
  
- **Work Plan and Timeline – 5 Points (5%)**
  - Points will be awarded in this category based on the proposed timeline and work plan to meet schedule that is presented by each of the vendors.
  
- **Understanding Local Issues and Resources Available to Complete the Project – 10 Points (10%)**
  - This category awards points based on the staff available to work on the project, other projects the company is working on, the location of a firm and the technological resources available to complete the project. Show possible examples of risk management and mitigation.



- **Knowledge of Federal and State Regulations and Ability to Work with Lead Agencies – 5 Points (5%)**
  - Points will be awarded for coordination abilities with lead agencies and knowledge of Federal and State regulations. This may include but is not limited to: Federal Highway Administration, Iowa Department of Transportation, State Historic Preservation Office.
- **DBE Participation – 5 Points (5%)**
  - The Selection Team will consider the Project Team’s willingness and ability to meet or exceed the established DBE involvement goal as stated in “General Requirements”.

**7. PROPOSAL REQUIREMENTS**

Please provide the following information in the order listed:

- All responders must provide adequate information on the response’s cover page to clearly identify the submittal is for the Regional Coordination - a Technological Solution to Coordinating Regional Transportation, Creating Efficiency in Service along with the replying firm and an email for the point of contact for the firm.
- Include your firm’s approach to addressing the identified tasks, your eligibility to meet the requirements of the “Required Work Categories” for the work you intend to perform, your understanding of the project’s scope and key issues. Briefly discuss similar projects the members on your team have completed in the past three to five years. This listing should be limited to the three most applicable projects.
- Include the name, qualifications, experience, office address and availability of the contract manager as well as the manager in charge of each major work task. This information should include the identification of similar projects managed or participated in by these individuals. The selection of a contract manager and work task managers by a firm will constitute a commitment by that firm and NO substitute managers will be allowed without prior written approval by the Iowa DOT.
- Include experience and qualifications as related to the “Required Work Categories” for any sub-consultants to be used and work they will perform.
- Include a detailed resume, summary of current workload and a time commitment for each professional or technical person to be assigned to the project. Identify the principal or manager who will serve as the project manager.
- A project schedule outlining the timeline and estimated completion date of each major task identified in your scope of work. This should include a schedule with a description of all deliverable products throughout the period. A graphical representation of the proposed schedule should be included.
- A detailed list of any and all expected costs or expenses related to the proposed project. Summary and explanation of any other contributing expenses to the total cost. Brief summary of the total cost of the proposal.
- The location of the office where the majority of work will be performed.
- A disclosure of all work for other clients that may be affected by work on the proposed contract to avoid a potential conflict of interest.

- Provide at least three (3) references from previous clients of related work (including individual contact name and telephone numbers) from similar projects that have been completed in the last five (5) years AND the list the names of project team members proposed for the RTA 8 project who have worked on the referenced projects.
- Provide details of licenses and bonds (if any) for any proposed services that the vendor may plan on providing for this project.
- Include a statement that the consultant will meet the DBE goal. If the consultant cannot meet the minimum goal, include a commitment statement for the percentage of participation that they can meet.
- Inclusion of promotional literature of a general nature will not be considered in the selection process.

Include Federal certification

## **8. SUBMISSION REQUIREMENTS AND PROPOSAL QUESTIONS AND ANSWER**

The proposal must be submitted as a single electronic PDF and be formatted to print on 8.5” x 11” pages. The proposal must be limited to 25 single-sided pages. All pages will be counted including: proposal covers, cover letter, dividers, appendices, etc. The maximum size limit of a proposal is 7.5 megabytes.

The electronic proposal must be submitted via email to [twagner@ecia.org](mailto:twagner@ecia.org) and carbon copy [dmichels@ecia.org](mailto:dmichels@ecia.org). An email will be sent confirming receipt of the proposal within 30 minutes or by 12:00 p.m. on the submittal deadline date, whichever is later.

Proposals are due by 12:00 pm on **June 25, 2021**.

Any technical questions or questions regarding this RFP shall be submitted via email to [twagner@ecia.org](mailto:twagner@ecia.org) and carbon copy [dmichels@ecia.org](mailto:dmichels@ecia.org). Any questions about this RFP must be received by 12:00 pm on **June 11, 2021**. Questions and answers regarding this RFP will be posted with the RFP on the RTA 8 website, <https://rta8.org/>.

Any proposal not complying with all requirements stated in the RFP may not be accepted.

If you have any questions concerning this RFP, or other technical questions, please submit your requests to the RTA 8’s designated representative. The RTA 8 has used considerable efforts to ensure an accurate representation of information in this Request for Proposal. Each Proposer is urged to conduct its own investigations into the material facts provided.

No answers given in response to questions submitted shall be binding upon this Request for Proposal unless released in writing (letter, fax or email) as an officially numbered and titled addendum to the Request for Proposal by the Region 8 Regional Transit Authority.

Any questions concerning this proposal must be received on or before **12:00 p.m.** (local time) on **June 11, 2021**. Any inquiries received after this date will not be answered. When submitting a question to the RTA 8's representative, please include the appropriate Consultant contact information.

From the date of issuance of the Request for Proposal until final RTA 8 action, the Proposer shall not discuss the Request for Proposal with or contact any other RTA 8 staff or any of the Selection Committee members except as expressly authorized by the RTA 8 representative identified below. Violation of this restriction will be considered a violation of the rules and be grounds for disqualification of the Proposer's proposal.

Contact information is as follows:

Tricia Wagner  
Mobility & Outreach Specialist  
Region 8 Regional Transit Authority  
7600 Commerce Park  
Dubuque, IA 52002

Phone 563.690.5761  
E-mail: [twager@ecia.org](mailto:twager@ecia.org)

## **9. PUBLIC RECORD LAW**

The RTA 8 will treat all information submitted by a vendor as open records following the conclusion of the selection process. Open records are public records that are open for public examination and copying. The RTA 8's release of records is governed by Iowa Code Chapter 22 and 761 IAC Chapter 4. Consultants are encouraged to familiarize themselves with these laws before submitting a proposal.

## **10. STATEMENT OF NON-DISCRIMINATION**

The selection and contract are subject to the provisions of Executive Order 11246 (Affirmative Action to Insure Equal Employment Opportunity). Federal and state laws prohibit employment and/or public accommodation discrimination on the basis of age, color, creed, disability, gender identity, national origin, pregnancy, race, religion, sex, sexual orientation or veteran's status. If you believe you have been discriminated against, please contact the Iowa Civil Rights Commission at 800-457-4416 or Iowa DOT's affirmative action officer at 515-239-1422. If you need accommodations because of a disability to access the Iowa DOT's services, contact the agency's civil rights/ADA coordinator at: 515-239-1514

## **11. FEDERAL CLAUSES AND CERTIFICATIONS**

As a Federal Aid funded project, the listed Federal Certifications are required.

### **Energy Conservation**

All Contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

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.

## **Clean Water**

All Contracts and Subcontracts over \$100,000 Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

## **Lobbying**

Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts over \$100,000, Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

## **Access to Records and Reports**

Applicability - As shown below. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000) the following access to records requirements apply to this Contract:

- Where the purchaser is not a State but a local government and is an FTA recipient or a sub grantee 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 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.
- Where the purchaser is a State and is an FTA recipient or a sub grantee of FTA recipient in accordance with 49CFR 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) 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.
- 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 sub grantee 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.
- Where a purchaser which is an FTA recipient or a sub grantee 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.

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

### **Federal Changes**

All Contracts except micro-purchases (\$10,000 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.

### **Clean Air**

Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.

Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

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

Applicability - All contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

- 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.
- 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.

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

Applicability - All contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

- 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.
- 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.
- 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.

## **Termination**

Applicability - All Contracts over \$10,000

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.

- 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.
- 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.

- 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.
- 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.
- 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, 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.
- 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.
- 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.

- 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. 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.

- 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 close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the 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.

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

Applicability - Contracts over \$25,000

- 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.

### **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 (\$10,000 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.

### **Civil Rights Requirements**

All contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

The following requirements apply to the underlying contract:

- 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.
- Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
  1. 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.
  2. 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.
  3. 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.

- 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.

### **Disadvantaged Business Enterprise**

Contracts over \$10,000 awarded on the basis of a bid or proposal offering to use DBEs

- 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.
- 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)).
- 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.
- 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.
- 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.
- 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.

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

All contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

- 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 Agreement. 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.

### **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.

### **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.

### **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 etseq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

### **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.

### **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.

### **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.

### **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.

## **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.

## **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.

## **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.

## **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.

## **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.

## **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.

## **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.

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

The municipal project sponsor 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.

## **CFDA number for the Federal Transportation Administration**

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 SFSAC 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.

## **Standards of conduct**

Transit Systems must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent must participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity. If the recipient has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the recipient must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the recipient is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

### **Unnecessary or duplicative items**

The transit system's procedures must avoid the acquisition of unnecessary or duplicative items.

### **Procurement history**

The transit system must maintain records sufficient to detail the history of the procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

### **Time and Material contracts**

The transit system may use time and material type contracts only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Since this contract type generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the recipient awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

### **Profit:**

Transit systems must negotiate profit as a separate element of the price for each contract in which there is no price competition in all cases where a cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

### **Estimated costs:**

Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the transit system under 2 CFR Part 200 Subpart E—Cost Principles. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

**Certification and Restrictions on Lobbying:**

I, \_\_\_\_\_, hereby certify (Name and title of official) On behalf of \_\_\_\_\_ that: (Name of Bidder/Company Name) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. *This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (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. The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.*

Name of Bidder/Company Name \_\_\_\_\_

Type or print name \_\_\_\_\_

Signature of authorized representative \_\_\_\_\_ Date \_\_\_/\_\_\_/\_\_\_

Signature of notary and SEAL

**Government Wide Debarment and Suspension (Nonprocurement) 49 CFR Part 29, Executive Orders 12549, 12689, and 31 U.S.C. 6101 (Contracts over \$10,000):**

**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



## 12. DETERMINING VENDOR RESPONSIBILITY

	<u>Notes</u>
<u>Bidder has physical and technical</u>	
<u>capacity to perform work</u>	
<u>HI Bidder shows financial responsibility</u>	
<u>(can produce adequate audits, D&amp;B Information,</u>	
<u>financial statements, etc.)</u>	
<u>Bidder has ability to get sureties and</u>	
<u>insurance as required</u>	
<u>Bidder can produce references in</u>	
<u>which past performance can be</u>	
<u>evaluated</u>	

## 13. REFERENCES

I.M. No. 3.310 Federal-aid Participation in Consultant Costs

[https://www.iowadot.gov/local\\_systems/publications/im/3310.pdf](https://www.iowadot.gov/local_systems/publications/im/3310.pdf)

PPM 300.12 – Negotiated Contracts for Architectural, Engineering, and Related Professional and Technical Services ([http://www.prof-tech-consultant.dot.state.ia.us/uploads/300\\_12.pdf](http://www.prof-tech-consultant.dot.state.ia.us/uploads/300_12.pdf))