

REQUEST FOR PROPOSALS

**For Consulting Services to Complete the River Parishes Transit Authority (RPTA)
Feasibility Study**

Issued by:

River Parishes Transit Authority

Issued: October 25, 2019

Contact Person:

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River Parishes Transit Authority

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Proposals Due:

January 6, 2020 by 4:30 P.M. (CST)

The River Parishes Transit Authority (RPTA) reserves the right to reject any or all proposals, to waive informalities, and/or to accept any proposal which it deems most favorable to the public service being offered.

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River Parishes Transit Authority (RPTA)

2019 Request for Proposal (RFP)

TO INTERESTED PROPOSERS

The River Parishes Transit Authority (RPTA) invites qualified parties to submit proposals to provide consulting services for the preparation of the River Parishes Transit Authority (RPTA) Feasibility Study (Feasibility Study).

GENERAL INFORMATION

Proposals will be evaluated for both technical factors and cost factors. The technical factors that will be considered in the selection process include the proposer's experience in performing governmental engagements, qualifications of staff, and approach for planning and conducting the engagement.

It is understood that the RPTA and successful proposer may exercise any rights available under Louisiana law to terminate for cause upon the failure to comply with the terms and conditions of the agreement, provided that written notice specifying the failure and a reasonable opportunity to correct the failure.

No additional changes, enhancements, or modifications to any contract resulting from this RFP shall be made without the prior approval of the River Parish Transit Authority (RPTA), where applicable.

The RPTA reserves the right to reject any and all proposals and assumes no liability for the costs of preparing a response to this request.

GUIDELINES FOR RFP PROCESS AND PROPOSAL SUBMITTALS

Proposals should be organized and submitted in strict accordance with the format specified in this RFP. The RPTA reserves the right to refuse to consider proposals that are not submitted in this format or that are incomplete. Deadline for submittal of the Proposals is 4:30 P.M. (CST) on Friday, January 6, 2020.

A pre-proposal conference will be held at 10 A.M. (CST) on Monday, November 18, 2019 at the RPTA Facility, located at 149 Woodland Drive, LaPlace, LA 70068. Attendance is highly encouraged but not mandatory.

All questions must be submitted in writing and may be mailed or sent via facsimile to Ms. Andrews and must be received no later than 4:30 P.M. on Monday, December 2, 2019.

Please note on the outside of the proposal envelope: **River Parishes Transit Authority (RPTA) Feasibility Study**. The outside of the proposal envelope shall also indicate the name and address of respondent and shall be addressed to the RPTA, via Solutient Corp., at the aforementioned address.

Any proposal received after 4:30 P.M. on Friday, January 6, 2020 will be returned unopened.

PROCUREMENT TIMELINE

- 10/25/2019 RFP release online
- 10/30/2019 RFP advertisement #1
- 11/6/2019 RFP advertisement #2
- 11/18/2019 Pre-proposal conference (noncompulsory)
- 12/2/2019 Deadline for questions from proposers
- 12/16/2019 Deadline for responses to questions
- 1/6/2020 Deadline for final submission

QUESTIONS CONCERNING THE RFP

Questions concerning this request for proposal (RFP) should be directed to Lauren Andrews of Solutient Corporation at landrews@solutient.com by 4:30 P.M. (CST), December 2, 2019. Solutient will issue responses to official inquiries by 4:30 P.M., December 16, 2019.

CIVIL RIGHTS COMPLIANCE

The Proposer agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and the Americans with Disabilities Act of 1990. Proposer agrees not to discriminate in its employment practices, and will render services under this agreement and any contract entered into as a result of this agreement, without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Proposer, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this agreement and any contract entered into as a result of this agreement.

RPTA BACKGROUND INFORMATION

The River Parishes Transit Authority (RPTA) was created by special Louisiana legislation for the purpose of providing regional transit service in St. Charles, St. James, and St. John the Baptist parishes. The RPTA is governed by a seven-member Board of Commissioners, represented by two members from each Parish, plus one at-large member. Since February 2009, RPTA has run a demand-response transit service for the general public in St. Charles and St. John the Baptist parishes with connectivity to St. James Parish Transit and Jefferson Transit (JeT) in Jefferson Parish.

The RPTA service area covers approximately 143 square miles, with a population of the service area is approximately 96,800 persons based upon the U.S. Census Bureau's 2011-2015 American Community Survey 5-Year Estimates. The service area is defined as both rural and urban, with the urban portion belonging to the New Orleans Metropolitan Statistical Area (MSA). It is estimated that 88% of the MSA population lives in the urbanized area and 12% of the population lives in the rural area according to 2010 decennial Census data.

The RPTA provides a demand-response, curb-to-curb, public transit system six days a week, with service hours ranging from 5:00 A.M. to 7:30 P.M. Monday through Friday and 5:30 A.M. to 7:30 P.M. on Saturdays. RPTA currently operates three (3) 10-12 passenger vehicles in maximum service. Each vehicle is equipped with a wheel chair lift and can accommodate two wheelchair passengers. The current fare is \$2.00 per one-way trip. Social service agencies and other entities within the area of operation may purchase transportation services through an agreement with RPTA. The agency itself maintains no full-time employees, instead contracting out its operations and grant management services to Transdev, Inc. Additionally, Solutient Corp. acts as RPTA's Fiscal Agent, providing accounting services and operational oversight.

INTRODUCTION

Despite high demand and increasing ridership, RPTA is experiencing serious funding challenges after just ten years of service. The agency has increased service twice in response to passenger demand, which has increased costs. However, increased ridership has seen farebox recovery rates increase substantially. Over the same time though, available grant funding has steadily diminished as the demographics of the service area has changed and as certain federal grant programs have become no longer available.

In February 2014, the RPTA began offering Saturday service. In March 2017, the agency extended service by beginning at 5:00 A.M. instead of 5:30 A.M.; this inevitably increased operations costs. While RPTA ridership is below the National Transit Database (NTD) average for demand-response systems, ridership has increased steadily each year, including a 12% rise in ridership between 2016 and 2018. Strong ridership, coupled with decreased operational contract costs, led to an increase in percentage of costs recovered from fare revenues (22%) between 2016 and 2018.

The service area has steadily moved from being defined as largely rural to increasingly urban, which has negatively impacted and reduced funding available from the State. In 2016, the RPTA received \$404,873 in reimbursements from the State. The total reimbursements dropped nearly 11% in 2017 to \$361,011 and another 8% in 2018 to \$331,911. Furthermore, most of the federal grant funding for operational costs, including many disaster recovery grants requiring 0% local match after Hurricane Katrina, are no longer available. Other federal grants, such as the Job Access-Reverse Commute (JARC) and New Freedom programs, are also no longer available and have since been (or are currently being) expended by RPTA.

Between 2016 and 2018, 7% - 20% of monthly operational expenses were not reimbursed by existing sources of revenue, including: State and Federal grant funds; local match funds from St. John the Baptist and St. Charles Parishes; State Mass Transit (SMT) Funds; and passenger fare revenue. From January through July of 2019, an average of 15.5% of operational expenses were not reimbursed. This has resulted in dwindling carryover funds. It is projected that by the end of 2019, more than 20% of operational expenses will not be covered. An increase in Federal or State funding is not anticipated in the near future.

The RPTA has secured federal funding to perform a Feasibility Study examining potential service model changes best suited for the system and passengers. The goals of the Feasibility Study are: to

maintain/improve a high-quality public transit service in St. John the Baptist and St. Charles Parishes with connecting service to St. James and Jefferson Parishes that balances the needs of the riders with the constraints of the transit budget; to ensure that future service changes implemented by the River Parishes Transit Authority result in increased connectivity for the maximum proportion of riders; and to outline proposed recommendations to increase system productivity, service reliability, ease-of-use, improved connections to jobs and services, and compatibility with other public transit systems. The analysis should also examine the relationship the transit system could play with the proposed Baton Rouge-New Orleans intercity rail system. Transit models to be considered include but are not limited to demand response (the current system), fixed-route, a hybrid system, partnering with other agencies, the use of TNCs (Uber/Lyft) in conjunction with any of these systems, and Parishes operating their own systems independently.

PROJECT DESCRIPTION

The RPTA has secured federal funding to hire a contractor to perform a Feasibility Study examining potential service model changes best suited for the system and passengers.

This Request for Proposals (RFP) has been initiated to select the most appropriate planning, transit, and/or consulting firm qualified to conduct, prepare, and provide the identified services and deliverable work products for the River Parishes Transit Authority (RPTA) Feasibility Study.

Interested firms or individuals should submit proposals listing their transit planning qualifications, relevant experience, and proposed project team (including subcontractors) to complete the Feasibility Study as described in this Request for Proposals.

The professional services provided for this Feasibility Study development will include all applicable facets of transit-planning level work including but not limited to: scoping; mapping; data collection; LADOTD and FAST Act Transportation Program requirements; and performance measures.

Successful Proposers should have excellent working knowledge of the constraints associated with all public-transit service provision.

GENERAL PROVISIONS

Withdrawal of Proposals - Proposals may be withdrawn by written notice received at any time prior to the award.

Late Proposals - Any proposal received after the time specified above will not be considered.

Proposal Preparation Costs - All costs incurred for the proposal preparation, presentation, or contract negotiations are the responsibility of the consulting firm. The RPTA will not pay for any information solicited or received.

Funding - RPTA is a public transit service provider for the New Orleans metro area, and has elected to utilize FTA 5307 planning funds. The RPTA will provide the local government match in the form of a cash match.

Budget - The maximum budget for this proposal is \$50,000.

CONTRACT PERIOD

The contract period is for six (6) months from the date of contract execution.

SCOPE OF WORK

Proposers shall demonstrate the capability to oversee two overarching areas of project implementation as described within this RFP:

- A. Project Management
 - Oversight of the project to facilitate on-time and successful completion of the Feasibility Study
 - Management and supervision of project team and any subcontractor(s) for on-time, successful delivery and execution of respective services and products

- B. Feasibility Study and Recommendations
 - Evaluation and assessment of the RPTA service area's transit needs
 - Development and description of two or three alternatives for a viable transit system for the River Parishes
 - Estimated costs for operating, administrating, technology, fleet, and other costs associated with each of the transit system alternatives
 - Operational and management alternatives
 - Recommendations for coordination with existing or planned transit systems to facilitate the emergence of a cohesive regional transit system
 - Evaluation and assessment of projected funding sources and Programs, including annual formula funds and competitive funding opportunities

The goals of the Feasibility Study are as follows:

- to maintain/improve a high-quality public transit service in St. John the Baptist and St. Charles Parishes (with connecting service to St. James and Jefferson Parishes) that balances the needs of the riders with the constraints of the transit budget;
- to ensure that future service changes implemented by the RPTA result in increased connectivity for the maximum proportion of riders;
- to outline proposed recommendations to increase system productivity; service reliability; ease-of-use; improved connections to jobs and services; and compatibility with other public transit systems; and
- to examine the relationship between the transit system and the proposed Baton Rouge-New Orleans intercity rail network.

DELIVERABLES

The primary deliverable services and work products for the Feasibility Study shall include the following Tasks:

Task 1 - Project Management and Coordination

Provide project management and coordination with RPTA Board and contracted staff. The prime Proposer shall also manage and coordinate closely with team subcontractors to ensure on time delivery and responsive performance.

This task is continuous throughout the length of the Feasibility Study development period.

Deliverable: The Proposer shall prepare and provide to the RPTA Board of Commissioners and its subcontractors a Project Management Plan, including a refined scope of work and schedule for the RPTA Feasibility Study.

Task 2 - Current Transit Conditions and Systems Evaluation

The Proposer shall evaluate current transit systems, including all FTA-funded programs.

The Proposer shall collect, compile and evaluate population, socioeconomic, and other related and pertinent data, and conduct research on the value of a transit system to serve the River Parishes service area.

Deliverable: Findings and conclusions of the current transit conditions assessment shall be presented in a working paper and shall include maps illustrating the service areas of existing transportation providers, including origin, destination, and any fixed route services.

Task 3 - Financial Analysis

The Proposer shall provide planning level budgetary cost estimates for each of the alternative approaches. The budgetary cost estimates will include operating and capital costs, transit stop improvements, and on-going maintenance costs, reasonable and appropriate administrative oversight costs for the RPTA, and all other required costs to implement, operate and maintain the existing transit system.

The budgetary level costs for the preferred alternative will be refined to include projected farebox revenues, anticipated one time and recurring federal and state funding, annual RPTA appropriations, advertising income, and revenues from other potential public and private sources.

Deliverable: The findings and conclusions of the Financial Analysis shall be included in the final Study prepared under Task 5.

Task 4 - Future Conditions and Multimodal Assessment

The Proposer shall assess future conditions for the next five to ten years, including assessment of public transportation and transit needs based upon estimated indicators and projections (e.g., population and employment growth; existing needs and gaps in public-transportation services).

Transit models to be considered include but are not limited to:

- demand response (the current system);
- fixed route;
- a hybrid system;
- partnering with other agencies;
- the use of transportation network companies (e.g., Uber, Lyft) in conjunction with any of the systems;
- and individual Parishes operating their own systems.

Deliverable: The findings and conclusions of the future conditions and multimodal assessment shall be documented in a working paper prepared and provided to the RPTA Board of Commissioners.

Task 5 – Feasibility Study Delivery & Summary of Recommendations

Develop an implementation plan that identifies all the necessary steps to provide for sustained transit-service provision within the RPTA service area.

The written implementation plan shall include, at a minimum, a summary of the research conducted and a survey and discussion of the models that currently exist in rural and small urban areas throughout the region. The final implementation plan shall also include the pertinent content of the working papers previously developed for the above mentioned tasks.

Deliverable: The Proposer shall prepare and provide a Short-Range Transit Plan in accordance with the requirements of this task section including the results of Task 3 and Task 4, as described above.

PROPOSAL EVALUATION CRITERIA

	Project understanding and approach	35
	Clarity of proposal, technical soundness, and enhancements to scope of work elements outlined in this Request for Proposals	25
	Experience and qualifications of the firm(s) in development of similar transit plans	15
	Experience and qualifications of the key personnel on the team	15
	Proposed schedule and budget	10
	Total Points	100

INTERVIEW EVALUATION CRITERIA

	Observations on existing conditions and key project information	20
	Identification of key issues or problems that will need to be considered and any initial thoughts on the resolution process	25
	Innovative approaches and concepts	25
	Experience and capabilities in development of similar studies of both the key personnel and the project team	20
	Specific reasons why the firm should be selected for the project	10
	Total Points	100

DOCUMENTATION OF PROPOSER PROGRESS

The selected Proposer shall provide a monthly email progress report to the RPTA Board of Commissioners via Solutient Corporation. Each report shall state the work accomplished the preceding month, the work anticipated to be accomplished the next month, any issues that have arisen and how those were or will be resolved, and an update on the progress and adherence to the study schedule.

Proposers shall provide a schedule for briefings throughout the cycle of the contract, whereby the Proposer facilitates frequent, regularly-scheduled meetings or conference calls with the following RPTA subcontractors:

- Regional Grants Manager (SE Region), Transdev, Inc.
- Senior Transit Planner, Solutient Corporation

COMPENSATION

The price proposal shall show the summation of the professional services and shall also show the estimate for direct project-related expenses. A total project/study cost shall be presented in the summary table, in accordance with the project budget indicated in the General Provisions section of this RFP.

All work described in the Scope of Work shall be completed by the Proposer to the satisfaction of the RPTA Board of Commissioners.

PROPOSAL CONTENT

IMPORTANT: Please prepare and organize your proposal in the order outlined below. This will assist the selection panel in evaluating your firm's proposal and qualifications more efficiently.

The following items *must be included* in each proposal to be considered complete and responsive. The Proposer should respond to each of these items in the order listed below. To facilitate the evaluation of each proposal, potential Proposers submitting a proposal are required to adhere to the following format:

1. Cover Letter – One-page cover letter shall be attached as a part of the proposal summarizing the key points made in the proposal, with contact information for the submitting party, and signed by an authorized representative authorized to bind the entity submitting the proposal.

2. Introduction - Provide a brief review of the study team makeup and a summary of the team's directly related qualifications and experience in preparing transit feasibility studies.

Outline and discuss your general project approach, project management methodologies, and quality assurance/quality control plan.

3. Scope of Work - Address how your team proposes to accomplish the individual tasks of the scope of work contained in this RFP.

The scope of work presented in your proposal shall be a refined scope of work incorporating any changes, additions, or modifications to the scope of work presented in this RFP deemed beneficial to the project by the Proposer. The Proposer shall highlight any changes made to the scope and explain why the change was made and how it will benefit the overall transit plan. The reviewer should be able to readily see and understand the refined scope being presented by the Proposer.

4. Project Personnel - Provide an organization chart identifying all key personnel who will actually lead and oversee the execution of the Feasibility Study for the RPTA. List all contracted work commitments as well as selected but not yet contracted commitments for each key person. Include an estimation of available time each key person can commit to working on this project and completing the work tasks described herein.

The Proposer must obtain approval from the RPTA Board of Commissioners for any change in the project manager and/or any key personnel assigned to this project for any reason. Changing of key personnel may give rise to termination of the Proposer contract depending on the nature and number of changes in key personnel, which may occur at the discretion of the RPTA subcontractors, following approval from the RPTA Board of Commissioners.

Include names of the project manager and all key project personnel and names of subcontractor personnel, all individuals who are assigned and dedicated to this study. For each person, include a job title (role), duties, responsibilities, and a brief summary of qualifications and relevant experience in transit studies of this type.

5. Experience and References - Provide a description of two (2) to four (4) previous transit-planning projects similar in nature to the services requested.

For each project, provide the following information:

- Project title
- Timing (duration, including start/end dates)

- Contract amount (original and final amounts with an explanation of the difference)
- Sponsoring agency
- Agency project manager (contact number and email address)
- Roles of individuals assigned to this project on the cited reference project

6. Project Schedule - Provide a timetable for accomplishing the tasks outlined in the proposed scope of work. Assume the notice to proceed per the procurement timeline provided.

Show the approximate dates and schedule for stakeholder meetings, presentations to the RPTA Board of Commissioners, and other anticipated consultations.

The RPTA Board of Commissioners would like the RPTA Feasibility Study to be completed in whole within six (6) months from the date of the Notice to Proceed. The Proposer's schedule should reflect this timeline. The Proposer may propose an alternate schedule period if deemed necessary, and should be accompanied by a justification for the alternate schedule.

NOTE: THE PROPOSAL RESPONSE FOR SECTIONS 2 THROUGH 6 ABOVE IS SUBJECT TO THE 20-PAGE LIMIT.

7. Appendix 1 - Resumes - Resumes for each key team member identified in the organization chart may be included in an appendix to the proposal document at the Proposer's option. If resumes are provided, each resume shall not exceed one single-sided page in length.

8. Appendix 2 - Project Summaries – Provide summaries of two (2) to four (4) transit-related study/implementation projects for this section.

Each summary shall consist of one page of text/graphics (black-and-white or color) at a minimum of 10-point text.

9. Appendix 3 - Required Forms - Forms required to be completed and provided with the Proposal shall be contained in an appendix to the proposal. **Failure to sign and submit the required form with the Proposal will result in the Proposal being rejected.**

Required forms to include in this appendix include: _____.

Federal Transit Administration Third-Party Contract Clauses

Federal Transit Administration Master Agreement

Contractor(s) agrees to acknowledge that River Parishes Transit Authority has a grant agreement with the FTA, and Contractor(s) agrees to adhere to any and all terms and conditions of the grant agreement as they relate to obligations the Proposers would assume under this contract. The contractor(s) assumes all responsibilities for compliance with the United States Department of Transportation, Federal Transit Administration (FTA) Master Agreement. This Master Agreement covers Federal financial assistance authorized by Federal transit laws codified at 49 U.S.C. 05301 et seq.; Title 23, United States Code (Highways); the Intermodal Surface Transportation Efficiency Act of 1991, as amended; or other Federal enabling laws administered by FTA. Any obligation of a Proposer or Contractor(s) to comply with governmental standards or regulations shall include the obligation to document such compliance. Any purchases made by Contractor(s) using federal funds shall be made in compliance with FTA third-party contracting requirements (Circular 4220.1 E). Any Contractor(s) shall supply and/or execute such documents as the Parish may reasonably need to affect the purposes of this contract or to comply with federal applicable regulations. All proposals shall contain all certifications, duly executed, contained in the attachments. Failure to do so may result in the Parish's refusal to consider the proposal.

No Government Obligation to Third Parties

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

Program Fraud, False or Fraudulent Statements, & Related Acts

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

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

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

Access to Records and Reports

Record Retention

The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

Retention Period

The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this

Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

Access to Records

The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

Access to the Sites of Performance

The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

Federal Changes

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 Master Agreement between Purchaser and FTA, as they 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 contract.

Civil Rights and Equal Opportunity

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

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

Nondiscrimination

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

Race, Color, Religion, National Origin, Sex

In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et seq.*, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without

regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, 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, the Contractor agrees to comply with any implementing requirements FTA may issue.

Age

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

Disabilities

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

Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth 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 River Parishes Transit Authority requests which would cause River Parishes Transit Authority to be in violation of the FTA terms and conditions.

Energy Conservation

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Termination

Termination for Convenience

River Parishes Transit Authority may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in River Parishes Transit Authority's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to River Parishes Transit

Authority to be paid the Contractor. If the Contractor has any property in its possession belonging to River Parishes Transit Authority, the Contractor will account for the same, and dispose of it in the manner River Parishes Transit Authority directs.

Termination for Cause

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

If it is later determined by River Parishes Transit Authority that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, River Parishes Transit Authority, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure

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

If Contractor fails to remedy to River Parishes Transit Authority's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from River Parishes Transit Authority setting forth the nature of said breach or default, River Parishes Transit Authority 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 River Parishes Transit Authority 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 River Parishes Transit Authority elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by River Parishes Transit Authority shall not limit River Parishes Transit Authority's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Patent and Rights in Data

Rights in Data

These following requirements apply to each contract involving experimental, developmental or research work:

1. The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications

or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

2. The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:
 - a. Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.
 - b. In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.
 - i. Any subject data developed under that contract, whether or not a copyright has been obtained; and
 - ii. Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part provided by FTA.
 - c. When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.
 - d. Unless prohibited by state law, upon request by the Federal Government, the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data

furnished under that contract. Contractor shall not be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

- e. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
 - f. Data developed by Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Contractor identifies that data in writing at the time of delivery of the contract work.
 - g. Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.
3. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), Contractor agrees to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.
 4. The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

Patent Rights

The following requirements apply to each contract involving experimental, developmental, or research work:

1. General If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under this Agreement, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, Contractor agrees to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.
2. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.
3. The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

Debarment and Suspension – SIGNATURE REQUIRED

Debarment, Suspension, Ineligibility and Voluntary Exclusion

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or River Parishes Transit Authority to be:

1. Debarred from participation in any federally assisted Award;
2. Suspended from participation in any federally assisted Award;
3. Proposed for debarment from participation in any federally assisted Award;
4. Declared ineligible to participate in any federally assisted Award;
5. Voluntarily excluded from participation in any federally assisted Award; or
6. Disqualified from participation in any federally assisted Award.

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 River Parishes Transit Authority. If it is later determined by River Parishes Transit Authority that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to River Parishes Transit Authority, 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 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, 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.

Debarment/Suspension Certification Form

Debarment:

Federal Executive Order (E.O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all subrecipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov and <https://acquisition.gov/far/index.html> see section 52.209-6.

Your signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(Name and Title of bidder's official)

(Name of bidder/company)

(Address)

(Address)

PHONE _____ FAX _____

EMAIL _____

_____ Signature _____ Date

Disadvantaged Business Enterprise (DBE)

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

1. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
2. Create a level playing field on which DBE’s can compete fairly for DOT-assisted contracts;
3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE’s;
5. Help remove barriers to the participation of DBEs in DOT assisted contracts;
6. To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and
7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

This Contract is subject to 49 C.F.R. part 26. Therefore, the Contractor must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Contract. River Parishes Transit Authority shall make all determinations with regard to whether or not a Bidder/Offeror is in compliance with the requirements stated herein. In assessing compliance, River Parishes Transit Authority may consider during its review of the Bidder/Offeror’s submission package, the Bidder/Offeror’s documented history of non-compliance with DBE requirements on previous contracts with River Parishes Transit Authority.

Contract Assurance

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as River Parishes Transit Authority deems appropriate.

DBE Participation

For the purpose of this Contract, River Parishes Transit Authority will accept only DBE’s who are:

1. Certified, at the time of bid opening or proposal evaluation, by the [*certifying agency or the Unified Certification Program (UCP)*]; or
2. An out-of-state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status or an agency whose DBE certification process has received FTA approval; or
3. Certified by another agency approved by River Parishes Transit Authority.

DBE Participation Goal

The national DBE participation goal is 10%. This goal represents those elements of work under this Contract performed by qualified Disadvantaged Business Enterprises for amounts totaling not less than

10% of the total Contract price. **A separate contract goal has not been established for this procurement.**

Proposed Submission

1. Each Bidder/Offeror, as part of its submission, shall supply the following information:
2. A completed **DBE Utilization Form** (see below) that indicates the percentage and dollar value of the total bid/contract amount to be supplied by Disadvantaged Business Enterprises under this Contract.
3. A list of those qualified DBE's with whom the Bidder/Offeror intends to contract for the performance of portions of the work under the Contract, the agreed price to be paid to each DBE for work, the Contract items or parts to be performed by each DBE, a proposed timetable for the performance or delivery of the Contract item, and other information as required by the **DBE Participation Schedule** (see below). No work shall be included in the Schedule that the Bidder/Offeror has reason to believe the listed DBE will subcontract, at any tier, to other than another DBE. If awarded the Contract, the Bidder/Offeror may not deviate from the DBE Participation Schedule submitted in response to the bid. Any subsequent changes and/or substitutions of DBE firms will require review and written approval by River Parishes Transit Authority.
4. An original **DBE Letter of Intent** (see below) from each DBE listed in the **DBE Participation Schedule**.
5. An original **DBE Affidavit** (see below) from each DBE stating that there has not been any change in its status since the date of its last certification.

Good Faith Efforts

If the Bidder/Offeror is unable to meet the goal set forth above (DBE Participation Goal), River Parishes Transit Authority will consider the Bidder/Offeror's documented good faith efforts to meet the goal in determining responsiveness. The types of actions that River Parishes Transit Authority will consider as part of the Bidder/Offeror's good faith efforts include, but are not limited to, the following:

1. Documented communication with River Parishes Transit Authority's DBE Coordinator (questions of IFB or RFP requirements, subcontracting opportunities, appropriate certification, will be addressed in a timely fashion);
2. Pre-bid meeting attendance. At the pre-bid meeting, River Parishes Transit Authority generally informs potential Bidder/Offeror's of DBE subcontracting opportunities;
3. The Bidder/Offeror's own solicitations to obtain DBE involvement in general circulation media, trade association publication, minority-focus media and other reasonable and available means within sufficient time to allow DBEs to respond to the solicitation;
4. Written notification to DBE's encouraging participation in the proposed Contract; and
5. Efforts made to identify specific portions of the work that might be performed by DBE's.

The Bidder/Offeror shall provide the following details, at a minimum, of the specific efforts it made to negotiate in good faith with DBE's for elements of the Contract:

1. The names, addresses, and telephone numbers of DBE's that were contacted;
2. A description of the information provided to targeted DBE's regarding the specifications and bid proposals for portions of the work;

3. Efforts made to assist DBE's contacted in obtaining bonding or insurance required by the Bidder or the Authority.

Further, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted when a non-DBE subcontractor was selected over a DBE for work on the contract. 49 C.F.R. § 26.53(b) (2) (VI). In determining whether a Bidder has made good faith efforts, the Authority may take into account the performance of other Bidders in meeting the Contract goals. For example, if the apparent successful Bidder failed to meet the goal, but meets or exceeds the average DBE participation obtained by other Bidders, the Authority may view this as evidence of the Bidder having made good faith efforts.

DBE Utilization Form

The undersigned Bidder/Offeror has satisfied the requirements of the solicitation in the following manner (please check the appropriate space):

_____ The Bidder/Offer is committed to a minimum of 10% DBE utilization on this contract.

_____ The Bidder/Offeror (if unable to meet the DBE goal of 10%) is committed to a minimum of _____ % DBE utilization on this contract and submits documentation demonstrating good faith efforts.

DBE Participation Schedule

The Bidder/Offeror shall complete the following information for all DBE's participating in the contract that comprises the DBE Utilization percent stated in the DBE Utilization Form. The Bidder/Offeror shall also furnish the name and telephone number of the appropriate contact person should the Authority have any questions in relation to the information furnished herein.

DBE Identification and Information Form

- Name and Address
- Contact Name and Telephone Number
- Participation Percent (Of Total Contract Value)
- Description Of Work To Be Performed
- Race and Gender of Firm

Lobbying Restrictions – SIGNATURE REQUIRED

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 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.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, 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 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 section 1352, title 31, U.S. 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.

Lobbying Form

31 U.S.C. 1352
49 CFR Part 19
49 CFR Part 20

The undersigned [Contractor] 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 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 making lobbying contacts to 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 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.

[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 and not more than \$100,000 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. A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date