

**REQUEST FOR PROPOSALS  
For the Provision of Auditing Services**

**Issued by:  
River Parishes Transit Authority**

**Issued: Wednesday, January 18, 2023**

**Contact Person:  
Lauren Andrews, Senior Transit Planner  
River Parishes Transit Authority  
c/o Solutient Corporation  
330 N. Carrollton Ave.  
New Orleans, LA 70119  
Telephone: 504-304-2000, Ext. 20232  
Email: landrews@solutient.com**

**Proposals Due:  
Friday, February 24, 2023  
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) 2023 Request for Proposal (RFP)  
For Provision of Auditing Services**

**TO INTERESTED INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS (ICPAs)**

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. (CT) on Friday, February 24, 2023.

| <u>MILESTONE</u>                      | <u>Dates</u>                |
|---------------------------------------|-----------------------------|
| RFP release online                    | Wednesday, January 18, 2023 |
| RFP advertisement #1                  | Wednesday, January 18, 2023 |
| RFP advertisement #2                  | Wednesday, January 25, 2023 |
| Deadline for questions from proposers | Friday, February 3, 2023    |
| Deadline for responses to questions   | Friday, February 10, 2023   |
| Deadline for final submission         | Friday, February 24, 2023   |

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

**Background**

The RPTA Board of Commissioners oversees the demand-response Public Transportation System serving St. Charles and St. John the Baptist Parishes, Louisiana, with connecting service to Jefferson and St. James Parishes.

RPTA service, and this project, are funded in part by Federal funds through the Federal Transit Administration, 49 U.S.C. Sections 5307 and 5309, and the Louisiana Department of Transportation and Development (LaDOTD) Public Transportation 5311 Grant Program, local governments, and private entity funds.

**General Information**

Questions concerning this request for proposal (RFP) should be directed to Lauren Andrews of Solutient Corporation at [landrews@solutient.com](mailto:landrews@solutient.com) by 4:30 p.m., **February 3, 2023**. Solutient will issue responses to official inquiries by 4:30 p.m., **February 10, 2023**. Solutient is currently acting as the RPTA's fiscal agent and technical advisor. This may change during the proposed contract period.

Proposers must be approved by the legislative auditor to perform governmental engagements. Proposers must also have their most recent peer review report published on the State legislative auditor's website. Each proposal must include the pricing information required by the engagement in a separately sealed envelope stapled to the inside back cover of the proposal.

The pricing information should conform to the format specified in this RFP (see Attachment A). Failure to present the pricing information in this format will result in the disqualification of a proposer. The envelope containing the pricing information must specify "Pricing Information for Response to the RPTA Request for Proposals", the solicitation number, ICPA firm name, and the River Parish Transit Authority (RPTA) name.

Any proposal that includes the pricing information in the body of the proposal will be rejected.

### **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.

### **Scope of Engagement**

The engagement will encompass all funds under the control of the RPTA. There will be no limitations on the scope of the engagement.

### **Contract Period**

The contract period is for two (2) years with options for two (2) one-year renewals.

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.

The RPTA and/or the Proposer may terminate this agreement at any time by giving thirty (30) days written notice to the other party or by negotiating an effective date. However, it is understood that the Proposer may be required to complete any audits in progress prior to cancellation.

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.

### **Payment for Services**

The successful proposer will enter into an engagement contract with the RPTA. Upon the ICPA's completion of the engagement and submission of the invoice to the RPTA, the RPTA will issue payment for services rendered.

The legislative auditor and/or the RPTA reserve the right to reject any and all submitted proposals and to request additional information from any and all proposers. The name of the successful proposer and pricing information will be posted on the legislative auditor's website.

Submitted proposals become part of the legislative auditor's and the RPTA's official files.

### **Nature of Services Required – Audits**

The audit must be a financial audit performed in accordance with:

- A. Generally accepted auditing standards, promulgated by the Auditing Standards Board of the American Institute of Certified Public Accountants.
- B. The standards contained in Government Auditing Standards, issued by the Comptroller General of the United States.
- C. Office of Management and Budget Circular A-133, when applicable. The audit must comply with the Louisiana Governmental Audit Guide, issued by the Society of Louisiana Certified Public Accountants and the Louisiana Legislative Auditor.
- D. By signing and submitting any proposal, the Proposer certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. A list of parties who have been suspended or debarred can be viewed via the internet at <http://www.sam.gov>.

### ***In conjunction with the previously mentioned standards, the ICPA should:***

- 1. Plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement caused by errors, fraud, or illegal acts.
- 2. Examine sufficient evidential matter to support the opinions and comments expressed within the auditor's reports.
- 3. Assess the accounting principles used and significant estimates made by management, as well as evaluate the overall financial statement presentation.
- 4. Include an assessment of the risk that errors and fraud may cause the financial statements to contain a material misstatement and consider illegal acts that could have a direct material effect on the financial statements, to the extent required by the previously mentioned standards, and based on the assessment, design tests to detect such matters.
- 5. To the extent required by the previously mentioned standards and state law, any errors, fraud, illegal acts, or abuse detected during the audit should be included in the audit report. In addition, the

errors, fraud, illegal acts, or abuse should be brought to the attention of the audit committee, to the extent required by the previously mentioned standards.

6. Convey to the RPTA, as appropriate, those matters observed relating to opportunities for economies of operation or other matters that should be brought to the RPTA's attention.

### **Report Requirements – Audits**

Each audit report shall include, if applicable:

1. An Independent Auditor's Report. The report shall include:
  - a. An opinion or disclaimer of opinion as to the fair presentation of the agency's financial statements.
  - b. An opinion or disclaimer of opinion as to the fair presentation, in all material respects in relation to the financial statements taken as a whole, of the schedule of expenditures of federal awards, when applicable.
  - c. An opinion or disclaimer of opinion as to the fair presentation, in all material respects in relation to the RPTA's financial statements taken as a whole, of the Division of Administration, Office of Statewide Reporting and Accounting Policy's Annual Fiscal Report (AFR) packet.
2. A report on compliance and internal control over financial reporting based on an audit of financial statements performed in accordance with *Government Auditing Standards*.
3. A report on compliance with requirements applicable to each major program and on internal control over compliance in accordance with OMB Circular A-133, when applicable.
4. A report on the control and compliance areas identified in the Louisiana Legislative Auditor's (LLA) Statewide Agreed-Upon Procedures (SAUPs). For more information, see the LLA's SAUPs online at <https://www.lla.la.gov/state-government-entities/statewide-agreed-upon-procedures/>.
5. A Single Audit report requiring the proposer to post their information and pricing is required by the legislative auditor if expenditures reach \$750,000 or more in a fiscal year.
6. A summary schedule of findings and questioned costs which shall include:
  - a. A summary of the ICPA's results which shall include:
    - i) The type of report the ICPA issued on the financial statements of the agency.
    - ii) Where applicable, a statement that the audit of the financial statements disclosed significant deficiencies in internal control and whether any such deficiencies were material weaknesses.
    - iii) A statement as to whether the audit disclosed any noncompliance that is material to the financial statements of the agency.
    - iv) A statement as to whether a management letter was issued.
    - v) When subject to OMB Circular A-133:
      - a) Where applicable, a statement that significant deficiencies in internal control over major programs were disclosed by the audit and whether any such deficiencies were material weaknesses.

- b) The type of report the ICPA issued on compliance for major programs.
  - c) A statement as to whether the audit disclosed any findings required to be disclosed under OMB Circular A-133.
  - d) An identification of major programs.
  - e) The dollar threshold used to distinguish between Type A and Type B programs, under OMB Circular A-133.
  - f) A statement as to whether the agency qualified as a low-risk auditee under OMB Circular A-133.
- b. Findings and questioned costs which are required to be reported in accordance with Government Auditing Standards and/or OMB Circular A-133, shall be identified by number, shall be presented in sufficient detail for the agency to develop and implement a corrective action plan, and shall include:
- i) Significant deficiencies in internal control relating to the presented financial statements and, when applicable, over major programs. For federal purposes, the ICPA's determination of whether a deficiency in internal control is a significant deficiency is in relation to a type of compliance requirement for a major program or an audit objective identified in the compliance supplement. The ICPA shall identify significant deficiencies that are individually or cumulatively material weaknesses. Repeated significant deficiencies and/or material weaknesses shall indicate the number of years the matter has been reported.
  - ii) Material noncompliance with the provisions of law, regulations, contracts, or grant agreements related to the presented financial statements and, where applicable, major programs. For federal purposes, the ICPA's determination of whether a noncompliance with the provisions of laws, regulations, contracts, or grant agreements is material is in relation to a type of compliance requirement for a major program or an audit objective identified in the compliance supplement. Repeated instances of noncompliance shall indicate the number of years the matter has been reported.
  - iii) When subject to OMB A-133:
    - a) Known questioned costs that are greater than \$10,000 for a type of compliance requirement for a major program. The ICPA shall also report known questioned costs when likely questioned costs are greater than \$10,000 for a type of compliance requirement for a major program.
    - b) Known questioned costs that are greater than \$10,000 for a federal program that is not audited as a major program. Except for audit follow-up, the ICPA is not required under OMB Circular A-133 to perform audit procedures for such a federal program.
    - c) The circumstances concerning why the ICPA's report on compliance for major programs is other than an unqualified opinion, unless such circumstances are otherwise reported as audit findings in the summary schedule of findings and questioned costs for federal awards.
    - d) Known fraud.
    - e) Instances where the results of audit follow-up procedures disclosed that the summary schedule of prior findings materially misrepresents the status of any prior finding.
    - f) Or, a statement that there are no findings to report.

7. A management letter, if applicable, detailing matters not significant or material in relation to the required reports. Only nonmaterial instances of noncompliance and/or control deficiencies shall be included in a management letter.
8. A summary schedule of prior findings. The summary schedule shall either include:
  - The status of findings and comments included in the prior audit's summary schedule of findings and questioned costs and/or management letter; and the status of findings included in the prior audit's summary schedule of prior findings (except for findings that were noted as resolved). Since the summary schedule may include findings from multiple years, it shall include the fiscal year in which the finding initially occurred.
  - For findings that were fully corrected, the summary schedule shall briefly describe each finding and state that corrective action was taken.
  - For findings that were not corrected or only partially corrected, the summary schedule shall briefly describe each finding, shall describe the planned corrective action as well as any partial corrective action taken.
  - When corrective action taken is significantly different from previously reported in a corrective action plan, or in the federal agency's or pass through entity's management decision, or in a response to the Legislative Audit Advisory Council, the summary schedule shall provide an explanation for the difference.
  - When the agency believes the audit findings are no longer valid or does not warrant further action, the reasons for this position shall be described in the summary schedule.
  - Or, a statement that there were no findings to report.
9. Management's corrective action plan (prepared by the agency). The plan should address audit finding and/or management letter comment included in the ICPA's current year reports. The plan shall provide the name of the contact person responsible for corrective action, the corrective action planned, and the anticipated completion date. If the agency does not agree with the findings or believes corrective action is not required, then the corrective action plan shall include an explanation and specific reasons. If the agency fails to provide a corrective action plan, the report and/or management letter shall include a statement(s) that management failed to respond to the findings and/or comments.

### **Required Disclosures**

The report must include the following supplemental information, where applicable.

1. A listing of all per diem payments or compensation paid to members of the governing board or a disclosure that none was paid.
2. A listing of all professional service payments made to contractors for surveys, feasibility studies, and special studies.



3. Division of Administration, Office of Statewide Reporting and Accounting Policy's Annual Fiscal Report packet.

### **Report Distribution**

Unless otherwise specified in the agency specific information, at the conclusion of the engagement, the ICPA will immediately send:

1. Either, one unbound, single sided copy of the report to the legislative auditor and one copy of the data collection form, prescribed by the legislative auditor. (The OMB data collection form may be used in lieu of the legislative auditor's form.)

2. Or, one graphical file of the report to the legislative auditor, and one graphical file of the transmittal letter and data collection form. The graphical file may be created in either a .tif or .pdf format. The report file shall include any management letter, as well as management's corrective action plan. Graphical files may be mailed to the legislative auditor on a diskette, a zip disk, or a compact disc or they may be sent electronically as attachments to an email. Files sent by email should be sent to the following email address: ereports@lla.la.gov.

- A copy of the report to each of the seven member RPTA board. A copy of the report to any legislative oversight committee and other applicable oversight committees.
- Ten copies of the report to the RPTA's fiscal agent / administrator.
- Appropriate distribution required by OMB Circular A-133 §\_\_\_\_.320, when applicable.
- A copy of the report to each state agency providing monies to the agency, including the Louisiana Department of Transportation and Development the Federal Transit Administration and each local government
- A copy of the report to any state agency exercising oversight responsibilities.

### **Engagement Documentation**

All engagement documentation (working papers and all correspondence relating to the engagement) shall be retained for a period of five years from the date of the report, unless the ICPA is notified in writing by the legislative auditor or cognizant agency to extend the retention period. All of the documentation shall be available for inspection by the legislative auditor, any successor or principal auditor/accountant, the Louisiana State Board of CPAs, or any other agency recognized within the State of Louisiana to provide a quality assurance function. The ICPA must contact and obtain the express permission of the legislative auditor prior to giving access to engagement documentation to any parties other than those previously named individuals and organizations. All of the documentation will be provided by the predecessor auditor/accountant to the successor auditor/accountant at a cost of no more than \$.20 per copy, with no further fees assessed.

Any ICPA that participates in the RFP process shall:

1. As required under professional standards, answer specific inquiries of a potential proposer when those inquiries may affect the proposer's client acceptance decision.

2. Upon award of a contract creating a predecessor/successor relationship, the predecessor auditor/accountant shall provide responses to the inquiries required by professional standards. The predecessor auditor/accountant shall make all of the documentation available for review and for copying. This access shall be granted at a mutually convenient time and location, but shall occur within 10 working days of the request. This access includes trial balances, adjusting journal entries, analyses of balance sheet accounts (both current and noncurrent and those relating to contingencies), and documentation of the predecessor's understanding of the internal control, documentation of a permanent nature, such as bond amortization schedules and operating and capital leases, and documentation that supports the summary of significant accounting policies.
3. Any predecessor auditor/accountant that fails to make the engagement documentation available for successor auditor/accountant inspection and copying under rules of the legislative auditor shall be prohibited from participating in the RFP process.

### **Special Conditions**

The following special conditions are required to be a part of the proposal:

- The ICPA will notify the legislative auditor immediately, in writing, if there is any limitation on the scope of the engagement, to include denial of access to books and records or failure to provide the same in a timely manner.
- The ICPA will notify the legislative auditor immediately, in writing, if the ICPA firm decides to withdraw from the engagement. As a part of the notification, the ICPA will describe in detail the reasons leading to the withdrawal.
- The ICPA will notify the legislative auditor immediately, in writing, if any illegal or fraudulent acts are detected.
- The ICPA will notify the legislative auditor immediately, in writing, if the ICPA will be unable to complete an engagement within the required time. As part of the notification, the ICPA will provide all substantive reasons for the delay and an estimate of the revised completion date.
- The ICPA will notify the legislative auditor and state agency being examined immediately, in writing, if the ICPA encounters circumstances that make it necessary for the ICPA to perform added work beyond the scope originally anticipated, before beginning such work. As part of the notification, the ICPA will provide an estimate of the number of additional hours and the resulting fee.
- Should the ICPA decide to reissue the report, the legislative auditor must be notified immediately and the reissued report should be distributed in the same manner as the original report.
- No additional services will be performed for the state agency unless otherwise approved by the legislative auditor.
- The ICPA agrees to provide the legislative auditor, upon request and without liability, a copy of any peer review or other quality assurance reports performed on the firm or its engagements.
- The legislative auditor reserves the right to terminate the engagement contract at any time.

### **Legislative Auditor's Authority to Audit**

Under R.S. 24:513(A)(2), the legislative auditor has authority to audit all state agencies included within the state's comprehensive annual financial report. The legislative auditor reserves the right to cancel any and all parts of a contract resulting from this RFP at any time during the duration of the contract.

### **Contract Compliance**

Any deviation from the provisions of the engagement contract shall be submitted by the ICPA to the legislative auditor immediately in writing. Failure to comply with any part of the engagement contract, without appropriate advance approval, will result in the legislative auditor seeking remedial action. Depending on the engagement contract deviation, the remedial action may include (but is not limited to) canceling the engagement contract and/or prohibiting the ICPA from participating in the RFP process.

The completion date for an engagement is June 15<sup>th</sup> of each year. The legislative auditor will closely monitor compliance. The reports must be completed by and transmitted to the legislative auditor within the time frames included in the agency specific information. Should the ICPA be unable to complete an engagement within the required time, he/she shall notify the legislative auditor and the RPTA immediately in writing, providing all substantive reasons for the delay and an estimate of the revised completion date. Should the legislative auditor determine that such a revised completion date is unacceptable; the legislative auditor and/or the RPTA shall immediately cancel the contract and engage another ICPA to complete the work within an acceptable completion date. The cost of any incomplete work for which the ICPA named in the original contract was responsible shall be deducted from the contract fee. To the extent that the amount charged by the ICPA under the new engagement causes the total costs to exceed the original contract price, the agency reserves the right to proceed against the ICPA named in the original contract.

Timeliness will be considered in the award of engagement contracts and/or continuation of any engagement contracts. Failure to complete contracted work within the time periods specified in the contract will result in the firm's elimination from the RFP process as a non-responsive proposer.

### **Manager Rotation**

No ICPA shall be allowed to use the same engagement manager for a specific state agency for a period longer than six consecutive years. After the sixth year of an auditor/client relationship of an ICPA with a specific state agency, there must be a change of engagement managers. An engagement manager is the person who is primarily responsible for the successful completion of the engagement. The engagement manager works independently and does not receive direct supervision, although indirect supervision is received from higher level management.

The engagement manager generally:

- Controls, approves, and signs major communications with the agency and may sign communications with the legislative auditor.

- Advises the in-charge auditor/accountant during the planning phase and on the overall approach to the engagement.
- Provides technical assistance and consultation to the in-charge auditor/accountant.
- Reviews and approves the detailed engagement plan and programs and any modifications or amendments thereto.
- Attends entrance and exit conferences.
- Provides overall field supervision, to include review of the engagement documentation as needed and as appropriate depending on the experience of the in-charge auditor/accountant.
- Monitors the progress of the engagement.
- Approves findings and management letter comments.
- Performs a final review of the report draft for compliance with professional standards.
- Assumes responsibility for the correctness and adequacy of the engagement and the report draft.

### **Disadvantaged and Minority Firms**

It is the intent of the RPTA and legislative auditor to give disadvantaged firms and minority firms the maximum practicable opportunity to participate in contracts to examine state agencies. Disadvantaged firms are firms that have completed three or fewer governmental audits in the past three years (includes firms that have not completed any governmental audits in the past three years). Minority firms are firms that are majority owned and controlled by one or more minority individuals or minority business enterprises.

The legislative auditor will give special consideration to such firms in the contract process and to firms competing for engagements who intend to subcontract or jointly perform engagements with disadvantaged and/or minority firms.

### **Incomplete Proposals**

The legislative auditor and/or the RPTA reserve the right to reject proposals that are incomplete. While not an all-inclusive listing, any one of the following will cause the proposal to be considered incomplete:

- The proposal does not identify the state agency, contract period, or engagement periods.
- The proposal significantly departs from the format specified.
- The proposal does not specify the application of *Government Auditing Standards*.
- The proposal has not been signed by the ICPA.
- The proposal does not include the following confirmations:
  - There are no scope limitations.
  - The proposer meets the appropriate state licensing requirements.
  - The proposer meets the applicable independence standard relating to the agency.
  - The proposer has not had a record of substandard audit work nor engaged in unethical practices within the past five years.

- The proposer has procured appropriate professional liability insurance; and if awarded the contract, will maintain this insurance in full force and effect during the term of the contract; and will provide a true and correct copy of the required policy, together with all endorsements, riders or other additions or attachments to the policy which in any manner limit or restrict coverage to the legislative auditor within ten days of the date of execution of the contract.
- The pricing information is not placed in a sealed envelope.
- The pricing information significantly departs from the format specified (see Attachment A).
- The proposer fails to sign Lobbying Certification in Attachment B (FTA Third-Party Clauses) prior to proposal submittal or prior to signing of contract.

## **Evaluation**

The RPTA Board will use a weighted evaluation scheme. Proposals will be evaluated using a two-step process. The first step involves a review of proposals submitted to the RPTA for their consideration. Once the RPTA is satisfied with the top group of proposers, the pricing envelopes from the top group will be opened. The committee will award the contract for engagement services to the ICPA with the highest average evaluation score, subject to the following:

- If there is reason to believe that an unreasonably low proposal has been submitted, the RPTA may reject the proposal on the basis that the ICPA is not independent with respect to the state agency.
- Disadvantaged and minority firms will be given consideration to the maximum extent practicable.
- The RPTA may award the contract to other than the ICPA submitting the lowest price if it determines that there are compelling reasons to do so.

The successful ICPA firm will be notified within 10 working days of the award of the contract.

## **Compensation and Payment**

Monthly billings will be allowed; however, no more than five billings per engagement period, not to exceed ninety percent of the contract fee for each period, will be permitted until the legislative auditor has received and accepted the report. Billings (interim and final) should be submitted to both the RPTA at:

River Parish Transit Authority  
P.O. Box 2444  
LaPlace, Louisiana 70069-2444

The successful proposer will enter into an engagement contract with the RPTA. Upon the ICPA's completion of the engagement and submission of the invoice to the RPTA, the RPTA will issue payment for services rendered.

If extraordinary or unusual circumstances are encountered which make it necessary for the ICPA to perform added work beyond the scope originally anticipated, before beginning such work, the ICPA shall immediately report such condition, in writing, to the RPTA. The ICPA must provide an estimate of the number of additional hours and the resulting fee. The RPTA will consider the nature of the additional work and the related cost and will determine whether to amend the engagement contract.

### **Federal Transit Administration Mandatory Provisions Introduction and Terminology**

Contractor(s) agrees to acknowledge that the 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, a copy of which can be viewed at <http://www.fta.dot.gov/documents/21-Master.pdf>.

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 4220.1F), a copy of which can be viewed at [http://www.fta.dot.gov/legislation\\_law/12349\\_8641.html](http://www.fta.dot.gov/legislation_law/12349_8641.html).

Any Contractor(s) shall supply and/or execute such documents as the RPTA may reasonably need to affect the purposes of this contract or to comply with federal applicable regulations. Required FTA third-party contracting clauses are contained within Attachment B. Additionally, all proposals shall contain all certifications, duly executed, contained in Attachment C. Failure to do so may result in the RPTA's refusal to consider the proposal.

### **References**

Proposers must provide a minimum of three (3) references (governmental and/or private), for whom equal or larger scope of services are either currently being provided or have been provided in the recent past (not to exceed past two years). Contact person(s), addresses and telephone numbers for each reference shall be included.

**ATTACHMENT A – FEE PROPOSAL**

**River Parishes Transit Authority (RPTA) Auditing Services**

**Engagement Periods**

Years Ending December 31, 2022 and 2023

*(Extension Options for Years Ending 2024 & 2025)*

| <b>Audit for the Year Ending December 31, 2022</b> |       |      |       |
|--|-------|------|-------|
| Staff Classification                               | Hours | Rate | Total |
|  |       |      |       |
|  |       |      |       |
|  |       |      |       |
|  |       |      |       |
|  |       |      |       |
|  |       |      |       |
|  |       |      |       |
|  |       |      |       |
| Total All-Inclusive Maximum Fee                    |       |      |       |

| <b>Audit for the Year Ending December 31, 2023</b> |       |      |       |
|--|-------|------|-------|
| Staff Classification                               | Hours | Rate | Total |
|  |       |      |       |
|  |       |      |       |
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|  |       |      |       |
|  |       |      |       |
|  |       |      |       |
|  |       |      |       |
| Total All-Inclusive Maximum Fee                    |       |      |       |

| <b><i>Audit for the Year Ending December 31, 2024<br/>(extension option)</i></b> |       |      |       |
|--|-------|------|-------|
| Staff Classification   | Hours | Rate | Total |
|  |       |      |       |
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|  |       |      |       |
|  |       |      |       |
| Total All-Inclusive Maximum Fee  |       |      |       |

| <b><i>Audit for the Year Ending December 31, 2025<br/>(extension option)</i></b> |       |      |       |
|--|-------|------|-------|
| Staff Classification   | Hours | Rate | Total |
|  |       |      |       |
|  |       |      |       |
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|  |       |      |       |
|  |       |      |       |
|  |       |      |       |
|  |       |      |       |
|  |       |      |       |
| Total All-Inclusive Maximum Fee  |       |      |       |

## **ATTACHMENT B – FEDERAL TRANSIT ADMINISTRATION THIRD-PARTY CONTRACT CLAUSES**

### **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(I) 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**

- a. 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.

- b. **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.
- c. **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.
- d. **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**

#### **Civil Rights and Equal Opportunity**

RPTA is an Equal Opportunity Employer. As such, RPTA agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, RPTA 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.

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

regulations and other implementing requirements FTA may issue.

2. **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.
3. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
4. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

#### **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 RPTA requests which would cause RPTA 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**

RPTA may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in RPTA'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 RPTA to be paid the Contractor. If the Contractor has any property in its possession belonging to RPTA, the Contractor will account for the same, and dispose of it in the manner RPTA 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, RPTA 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 RPTA 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, RPTA, 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**

RPTA, 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 RPTA'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 RPTA setting forth the nature of said breach or default, RPTA 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 RPTA 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 RPTA elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by RPTA shall not limit RPTA's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

## **DEBARMENT AND SUSPENSION**

### **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 RPTA to be:

- a. Debarred from participation in any federally assisted Award;
- b. Suspended from participation in any federally assisted Award;
- c. Proposed for debarment from participation in any federally assisted Award;
- d. Declared ineligible to participate in any federally assisted Award;
- e. Voluntarily excluded from participation in any federally assisted Award; or
- f. 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 RPTA. If it is later determined by RPTA that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to RPTA, 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.

**\*\*\* Signature required on Debarment Certification contained in Attachment C. \*\*\***

## **DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

### **Overview**

It is the policy of RPTA 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 RPTA 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. RPTA shall make all determinations with regard to whether or not a Bidder/Offeror is in compliance with the requirements stated herein. In assessing compliance, RPTA 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 RPTA.

### **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 RPTA deems appropriate.

### **DBE Participation**

For the purpose of this Contract, RPTA 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 RPTA.

### **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. Failure to meet the stated goal at the time of proposal submission **may** render the Bidder/Offeror non-responsive.

### **Proposed Submission**

Each Bidder/Offeror, as part of its submission, shall supply the following information:

1. 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.
2. 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 RPTA.
3. An original **DBE Letter of Intent** (see below) from each DBE listed in the **DBE**

### **Participation Schedule.**

4. 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), RPTA will consider the Bidder/Offeror's documented good faith efforts to meet the goal in determining responsiveness. The types of actions that RPTA will consider as part of the Bidder/Offeror's good faith efforts include, but are not limited to, the following:

1. Documented communication with RPTA'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, RPTA 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**

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.

**\*\*\* Signature required on Lobbying Certification contained in Attachment C. \*\*\***

## **ATTACHMENT C – REQUIRED SIGNATURE DOCUMENTS**

All certifications listed below shall be signed and returned with proposal. Failure to do so may result in refusal to consider the bid.

- Federal Transit Authority Master Agreement
- Lobbying Certification
- Debarment Certification

## FEDERAL TRANSIT AUTHORITY MASTER AGREEMENT

Contractor(s) agrees to acknowledge that RPTA 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 Bidders 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, a copy of which can be viewed at <http://www.fta.dot.gov/documents/21-Master.pdf>. 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 4220.1F), a copy of which can be viewed at [http://www.ft.dot.gov/legislation\\_law/12349\\_8641.html](http://www.ft.dot.gov/legislation_law/12349_8641.html). Any Contractor(s) shall supply and/or execute such documents as the RPTA 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 herein which are applicable. Failure to do so may result in the RPTA's refusal to consider the bid.

We have read the above referenced Federal Transit Authority Master Agreement and are fully aware of the responsibilities and duties of the RPTA and its contractors in complying with these requirements.

\_\_\_\_\_  
Signature

For: \_\_\_\_\_  
(company name)

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

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

**LOBBYING CERTIFICATION**

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

- 4. 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.
- 5. 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.
- 6. 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.

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

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

\_\_\_\_\_ Date

**DEBARMENT CERTIFICATION**

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](http://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)

PHONE \_\_\_\_\_ FAX \_\_\_\_\_

EMAIL \_\_\_\_\_

\_\_\_\_\_ Signature \_\_\_\_\_ Date