



## **Lowcountry Go Commuter Vanpool Program**

Charleston, South Carolina  
Date: April 30, 2019

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**Due Date:** May 21, 2019  
**Time:** 3:00 P.M. EST

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

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## **SECTION 1 – GENERAL INFORMATION**

### **1.0 Introduction**

The Lowcountry Go Vanpool Program will be for the private provider of public vanpools. The Contractor will provide vans to organizations and individuals requesting to be in a vanpool with the Berkeley-Charleston-Dorchester Council of Governments (BCDCOG) subject to the terms and conditions set forth below.

### **1.1 Issuing Office**

This Request for Proposal (RFP) is issued by the Berkeley-Charleston-Dorchester Council of Governments (BCDCOG).

### **1.2 Term**

The project term will be for (1) one year upon execution of the contract. BCDCOG reserves the right to extend the duration of the contract for four (4) additional one year terms with a maximum contract period of five years. Renewals may be for all or a portion of the vanpools, if conditions warrant.

### **1.3 Proposal Deadline and Submission Location**

Responses to this RFP must be received at the following address, by 3:00 PM EST on May 21, 2019.

BCD Council of Governments  
Attn: Jason McGarry - Procurement/Contracts Administrator  
RFP: COG2019-02: Commuter Vanpool Program  
5790 Casper Padgett Way  
North Charleston, SC 29406  
[jasonm@bcdcog.com](mailto:jasonm@bcdcog.com)

### **1.4 Proposal Format**

One (1) digital and four (4) hard copies must be submitted to the above address.

All proposals must be prepared and submitted in accordance with the proposal document format and content requirements. Please reference the RFP # COG2019-02: Commuter Vanpool Program on your submission

As a condition of proposal responsiveness, all support documents that require the signature of Proposer must be signed and incorporated into the proposal document.

It is the sole responsibility of the Proposer to ensure that its proposal is successfully delivered to the BCDCOG by the specified date and time. BCDCOG is not responsible for late or lost proposal deliveries.

### **1.5 Questions**

Questions regarding this RFP must be submitted by 3:00 PM on May 14, 2019. Responses will be posted on BCDCOG's website. BCDCOG will not respond to written questions received after the submission deadline.

### **1.6 Proposal Withdrawal**

Proposals may be withdrawn prior to the submission deadline by a Proposer's authorized representative by writing to the attention of Procurement/Contracts Administrator as identified in Section 1.2. Electronically submitted withdrawals must include "Withdrawal –BCD VANPOOL RFP" on the subject line.

### **1.7 Modification of Proposals**

No proposal may be modified after the submission deadline identified in Section 1.2.

### **1.8 Protest Procedures**

#### **Pre-Proposal Protests**

All protests concerning RFP specifications, criteria and/or procedures shall be submitted in writing no later than ten (10) business days prior to the deadline for proposal submission.

If the deadline for proposal submission is postponed due to the result of a protest, the postponement will be announced through an addendum and posted at the BCDCOG website.

#### **Pre-Contract Award Protests**

Protests made after the deadline for proposal submission but before contract award shall be limited to those protests alleging a violation of federal or state law, a challenge to the proposal evaluation and award process. Such protests shall be submitted in writing no later than five business days after the recommendation for contract award announcement by BCDCOG.

#### **Requirements for Protests**

All protests must be submitted to BCDCOG in writing via letter on official letterhead, with sufficient documentation, evidence and legal authority. The protest must be certified as being true and correct to the best knowledge and information of the Protester, be signed by the Protester, and be notarized. The protest must also include a mailing address to which a response may be sent. Protests received after the deadlines for receipt of protests are subject to denial without any requirement for review or action by BCDCOG.

### **1.9 Reserved Rights/Limitations of Funding**

All Contractors are notified that the contract for this service is contingent upon Federal and State appropriations. In the event that funding is eliminated, decreased, or not granted, BCDCOG reserves the right to terminate any RFP accordingly. BCDCOG makes no representations that any contract will be awarded to any contractor responding to this RFP.

- BCDCOG reserves the right to waive any minor irregularities in any or all proposals.
- BCDCOG reserves the right to reject all proposals and re-solicit or cancel this procurement to be in the best interest, without indicating any reason for such rejection(s).
- BCDCOG also reserves the right to enter into a contract with any Contractor based upon the initial proposal or on the basis of a best and final offer without conducting interviews.

### **1.10 Notice To Proceed**

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

### **1.11 Labor Provisions**

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

### **1.12 Disadvantaged Business Enterprise**

It is the policy of the BCDCOG to ensure nondiscrimination in the award and administration of federally assisted contracts and to use Disadvantaged Business Enterprises (DBEs) in all types of contracting and procurement activities according to State and Federal laws. To that end, the BCDCOG has established a DBE program in accordance with regulations of the United States Department of Transportation found in 49 CFR Part 26. Each Consultant is encouraged to use certified DBEs to meet the tasks and milestones of this request. A list of certified DBEs can be found at: <https://www.scdot.org/business/bus-development-dbe-sbe-cert.aspx>

To ensure compliance with the BCDCOG DBE policies, BCDCOG's goal is to achieve a minimum participation of 10% by South Carolina Unified Certification Program (UCP) certified DBEs for this project. The following statement should be included in the proposal to denote the level of proposed DBE participation.

*"We the (Consultant) ensure to the fullest extent possible that at least \_\_\_\_\_% of all procurement, including sub Consultants, made with funds provided under this project/plan/request will be made from organizations owned and controlled by socially and economically disadvantaged individuals, women, and historically black colleges and universities."*

### **1.13 Proprietary/Confidential Information**

Trade secrets or proprietary information submitted by a Consultant in connection with a procurement transaction shall not be subject to public disclosure under the Freedom of Information Act; however, the Consultant must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state reasons why protection is necessary. Disposition of such material after award is made should be requested by the Consultant. No information, materials or other documents relating to this procurement will be presented or made otherwise available to any other person, agency, or organization until after award.

All CONSULTANTS must visibly mark as "Confidential" each part of their proposal that they consider to contain proprietary information. All unmarked pages will be subject to release in accordance with the guidelines set forth under Chapter 4 of Title 30 (The Freedom of Information Act) South Carolina Code of Laws and Section 11-35-410 of the South Carolina Consolidated Procurement Code. Privileged and confidential information is defined as "information in specific detail not customarily released to the general public, the release of which might cause harm to the competitive position of the part supplying the information." The examples of such information provided in the statute includes: customer lists, design recommendations and identification of prospective problem areas under an RFP, design concepts to include methods and procedures, and biographical data on key employees of the Consultant.

Evaluative documents pre-decisional in nature such as inter or intra-agency memoranda containing technical evaluations and recommendations are exempted so long as the contract award does not expressly adopt or incorporate the inter- or intra-agency memoranda reflecting the pre-decisional deliberations.

Marking the entire proposal confidential/proprietary is not in conformance with the South Carolina Freedom of Information Act.

## **SECTION 2 – SCOPE OF WORK**

### **2.0 General Terms**

**BCD Region:** For purposes of this document, the BCD Region means counties of Berkeley, Charleston and Dorchester Counties in South Carolina.

**Lowcountry Go:** BCDCOG Regional Commuter Services Program

**Vanpool Service:** Defined on this proposal as a vanpool consisting of a minimum number of riders and a designated driver with set pick up and drop off points per day to work or work training.

**User:** A person participating in a vanpool as the driver or a rider.

**Commuter Vanpool:** Means a group of individuals voluntarily participating in a ridesharing arrangement on a month-to-month basis utilizing a seven- to fifteen-passenger vehicle. Vanpool drivers and back-up drivers are themselves commuters who are volunteers receiving no compensation for their efforts or are volunteers who are reimbursed by riders for the vehicle and its operating expenses. A vanpool driver uses the van to pick up, transport, and deliver the other vanpool passengers to and from their residences (or a common staging area) and their places of employment. The vehicle makes one trip to work and one trip home. The use of the van will not be construed as “being engaged in transportation as a business.” The vehicle may be used for personal use but may not be used to carry passengers for hire or outside the scope of the regular home-to-work commute. Vans can be subsidized by fare from individual riders and employers.

### **2.1 Objective/Goals**

The goal of this RFP is to secure a vanpool service provider to operate and market a vanpool program in the BCD Region. The cost of the program (as described in this RFP) will be covered by BCDCOG and user fees. The contractor is responsible for all costs incurred to deliver the vans. Capital costs (as specifically described in this RFP and as approved by BCDCOG) are eligible for reimbursement under the contract. All other costs are the responsibility of the selected contractor and can be covered by user fees. As described in more detail in this RFP, costs to be borne by BCDCOG and the costs to be borne by the vanpool users will be used to evaluate the cost effectiveness of each contractor.

#### **Contractor Responsibilities**

The contractor will be required to assume responsibility for all services offered in this proposal. Primary responsibilities include, but are not limited to, fleet procurement, fleet maintenance, fleet insurance, organization of vanpools, reporting, and of the Lowcountry Go Program with assistance to local rideshare offices (LROs). Demonstration of superior customer service and the ability to

efficiently respond to program changes is required. Strong emphasis will be placed on the ability to continue service with minimal interruption to existing customers. Further, BCDCOG will consider the selected contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. The selected contractors will be required to establish and maintain accurate records, in accordance with generally accepted accounting principles, of all revenues and expenses incurred for which payment is sought. Separate accounts shall be established and maintained for all costs incurred. In addition, the selected contractor will be required to permit BCDCOG, BCDCOG, or its representative to inspect, copy, or audit the records pertaining to this project at any time.

### **Contractor Qualifications**

The contractor must have experienced personnel and past performance of work very similar in nature. The contractor must demonstrate, at a minimum, the ability to maintain human resources to operate and market the vanpool service, collect data and complete necessary reporting. The contractor must demonstrate the financial ability to sustain operational expenses and maintenance of the program at the present level. The contractor must provide and maintain the vehicles specified in this proposal needed to provide the service. The vehicles must be maintained in accordance with federal and state safety laws as well as the manufacturer's scheduled maintenance plan. The selected contractors may perform work at its own facility or subcontract with a maintenance provider. Qualifications of the contractors' maintenance staff or of subcontractor must be included in the proposal. The contractor must have the ability to purchase and maintain liability insurance coverage for protection of the company, BCDCOG and their employees against loss or damage to vehicles in the program and from claims which may arise out of or result from the use, operation, or maintenance of the vehicles. Minimum insurance coverage and limits of liability for vanpool services must be included in the proposal.

### **Non-Performance Penalty**

Failure to comply with the contract documents shall be grounds for breach and will result in contract termination upon 30 days written notice.

### **Work Specifications**

#### **Fleet Procurement and Management**

At a minimum, the contractor must demonstrate the ability to plan for the procurement and delivery of vehicles to maintain the existing program; the provision of backup vehicles for emergency and replacement use; the procurement and delivery of vehicles for new vanpools statewide; and a preventative maintenance and inspection program. The contractor is responsible for supplying all vehicles. A combination of new or used vehicles may be used; however, all vans must be less than five years old and have less than 125,000 miles. A combination of contractor owned or leased vehicles may be used. The selected contractor must provide an accessible vehicle within 30 days upon request from a rider.

### **Program Eligibility**

For a vanpool to be eligible for capital costs it must have a minimum number of riders as shown below. If ridership for a van drops below this level for more than 60 consecutive days within this one year contract period, monthly capital costs will not be eligible. The selected contractor shall have a process to identify a van that drops below this level and ensure the van operates no more than 60 consecutive days within this one year contract period below this level. Through the marketing

program, the selected contractor shall aggressively assist the users in soliciting replacement riders when an existing van falls below the minimum number of riders including drivers.

- 7 passenger van: no less than five users
- 10 passenger van: no less than seven users
- 12 passenger van: no less than nine users
- 15 passenger van: no less than eleven users

The selected contractor shall establish and enforce driver eligibility requirements including but not limited to the following:

- Driver has a valid driver's license
- Driver is 25 years of age or older
- Driver has a minimum of five years current and uninterrupted licensed driving experience
- Driver does not have more than one moving violation or at-fault accident in the past 12 months

### **Fare Collection**

The contractor shall have a system of collecting passenger fares for all vanpools in service. The fare structure may allow the price per user (or van) to increase with the increase of one-way mileage of the daily commute, changes in the number of riders, and the size of the van. In addition, the fare structure and fare collection system should accommodate, upon majority vote of the riders in a vanpool, a provision for permitting the equivalent of one volunteer vanpool driver per vanpool to ride free of charge, with the cost being shared among the other riders. While variations in the fare per user or per van depending on the number of riders, the commute mileage, and whether the driver is paying a fare can be a useful tool to encourage the most effective use of vanpool service, it can also complicate the fare structure. The contractor is encouraged to propose the simplest, most effective structure possible. Once a contract has been executed with the selected contractor, monthly fares may not exceed the amounts established in the contract unless specifically authorized in writing by BCDCOG. Vanpool users should pay directly (i.e., not via the contractor) the costs of fuel and washing vans.

## **2.2 Marketing Program**

Marketing Program activities may include the following:

**1. External Marketing:** Promotional activities in accordance with an BCDCOG approved external marketing plan needed to solicit potential riders for existing vanpools and expansion vanpools. The proposal must include a marketing plan to add riders to existing vanpools when there is excess capacity and add riders to new vanpools. The marketing plan shall include the specific media that will be used, the frequency and the content, marketing strategies and events, and a website that shows current routes and user fees.

**2. Internal Marketing:** Organizational and communications activities to retain existing riders and provide riders and drivers with the information they need for the vanpool to successfully operate. The proposal must include an internal marketing plan to retain the existing customer base. This includes, but is not limited to, participation in the Lowcountry Go quarterly newsletter and annual customer recognition plan based on driving safety and years of participation, as well as efforts to address low-ridership issue. Internal marketing includes the staff and material costs



associated with enrolling users, assigning them to a vanpool and maintaining routine communications to support their participation in the vanpool.

**3. Emergency Ride Home (ERH):** The selected contractor must provide a ERH program to provide for the reimbursement of user's emergency transportation costs. Eligible uses for vanpoolers include, but are not limited to, unexpected overtime at a supervisor's request, personal or family illness or emergency, and unexpected departure of the vanpool.

#### *Additional Marketing Program Requirements*

The selected contractor shall maintain a database of potential riders that can be added to existing vanpools as capacity becomes available. BCDCOG will retain the first right of refusal to develop and print promotional material, such as folders and brochures, and to procure promotional items for the program. The project coordinator will coordinate these efforts to the mutual satisfaction of BCDCOG and the contractor. The contractor must coordinate with BCDCOG project manager to promote and coordinate vanpooling or other transportation alternatives.

### **2.3 Reporting**

The contractor shall have a system of distributing and collecting quarterly vanpool reports for all vans managed. The contractor will make available to BCDCOG and BCDCOG, upon request, copies of quarterly vanpool reports. The contractor shall provide a summary of the distribution and collection procedures and provide a copy of the proposed policy, contract clause, or plan that will successfully result in user compliance with this provision.

#### **Operating and Marketing Report**

The contractor will provide an operating/marketing report to BCDCOG within 40 days of the end of the quarterly operating period that will include, but is not limited to, detailed budget information; changes in the vehicle fleet mix over the previous reporting period; a listing of existing vanpools with vacancies; summary of communication; customer retention activities; efforts to address low capacity issues; and summary of marketing efforts.

#### **Annual Report**

The contractor will prepare and submit to BCDCOG a written final summary report at the end of each fiscal year that summarizes the results of the Lowcountry Go Vanpool services with respect to the success of the promotional activities in increasing the use of Lowcountry Go Commuter Vanpools. Program growth and/or decline as compared to the previous fiscal year will be noted in the report.

#### **National Transit Database Reporting**

The contractor will be responsible for collecting and analyzing all required data to report to the National Transit Database (NTD) annually. The contractor will have procedures in place that requires the driver or a designated rider in each vanpool to report unusual incidents such as accident, theft, driver/passenger complaint, or injury within specified time frames indicated and for the contractor to report to BCDCOG within specified time frames.

### **2.4 Key Project Elements**

- Fleet Procurement and Management
- System for fare collection from individual users or employers for vanpool service.
- Simplicity and effectiveness of the fare structure.

- Maintenance and repair program in place that provides for timely preventative maintenance and repair with minimal disruption to users.
- Plan for providing accessible vehicles for individuals with disabilities.
- Past Performance/Experience in Providing Vanpool Services
- Capability and qualifications of key individuals including previous work on similar projects, technical experience, education, and training.
- Records of past performance including such things as quality of work, ability to meet deadlines/schedules, and control costs.
- Understanding of vanpooling concepts and objectives demonstrated in this RFP.
- Demonstrate ability to provide all required reports.
- Demonstrated ability to purchase and maintain adequate insurance at all times
- Ability to present and implement a general plan for promoting the program statewide through standard marketing efforts to:
  - Secure new riders in existing vanpools in order to increase ridership in vans with excess capacity.
  - Replace riders that leave the program.
  - Communicate with users for purposes of fleet and ridership retention.
  - Recruit potential riders.

## **SECTION 3 – SELECTION CRITERIA/SCORING PROCESS**

### **3.0 Selection Criteria/Scoring Process**

The following criteria will be used in evaluating the proposals:

1. **Scope/Approach (35%)** – How the firm responds to the items in the RFP. Does the project proposal demonstrate a clear understanding of the project and the needs of BCDCOG? Will the firm be able to provide all the services described in the SOW. Does the approach to the project demonstrate an excellent understanding of the project?
2. **Previous Experience (30%)** – Has the firm been involved in any other projects similar to this project? Are the firm’s previous clients satisfied with the quality of the work product on similar projects?
3. **Schedule (10%)** –Is there a sufficient number of staff available to get the work finished in a timely manner?
4. **Cost (20%)**
5. **DBE Participation (5%)** - The extent to which the prospective Consultant/Consulting Team includes DBE participation

#### **STEP TWO: Oral Presentations (BCDCOG reserves the right not to include this activity)**

Consultants with the highest scoring technical proposals may be requested to make an oral presentation of their proposal. This presentation, if held, will provide an opportunity for the Consultant to clarify their proposal.

### **4.0 Required Federal Clauses**

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

Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) (1) The recipient and contractor acknowledge and agree that,

notwithstanding any concurrence by the US Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the US Government, the US Government is not a party to this contract and shall not be subject to any obligations or liabilities to the recipient, the contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract. (2) Contractor agrees to include the above clause in each subcontract financed in whole or in part with FTA assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**Program Fraud and False or Fraudulent Statements or Related Acts Applicability –**

All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) (1) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

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

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

**Access to Records and Reports**

These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) The following access to records requirements apply to this Contract:

1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.

2. Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

3. Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where a purchaser which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

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

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

#### **Federal Changes**

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

#### **Termination**

Applicability – All Contracts over \$10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is \$100,000

a. Termination for Convenience (General Provision) the recipient may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the recipient's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim

to the recipient. If contractor is in possession of any of the recipient's property, contractor shall account for same, and dispose of it as the recipient directs.

b. Termination for Default [Breach or Cause] (General Provision) If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the recipient that contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of contractor, the recipient, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) the recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient shall have the right to terminate the Contract without any further obligation to contractor. Any such termination for default shall not in any way operate to preclude the recipient from also pursuing all available remedies against contractor and its sureties for said breach or default.

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

e. Termination for Convenience (Professional or Transit Service Contracts) the recipient, by written notice, may terminate this contract, in whole or in part, when it is in the recipient's interest. If the contract is terminated, the recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

g. Termination for Default (Transportation Services) If contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if contractor fails

### **Civil Rights Requirements**

All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) The following requirements apply to the underlying contract: The Recipient understands and agrees that it must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Specifically: a. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that each Third Party Participant will, comply with Federal transit law, 49 U.S.C. § 5332 (FTA's "Nondiscrimination" statute): (1) FTA's "Nondiscrimination" statute prohibits discrimination on the basis of: (a) Race, (b) Color, (c) Religion, (d) National origin, (e) Sex, (f) Disability, or (g) Age, and (2) The FTA "Nondiscrimination" statute's prohibition against discrimination includes: (a) Exclusion from participation, (b) Denial of program benefits, or (c) Discrimination, including discrimination in employment or business opportunity, b. Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant will: (1) Prohibit discrimination based on: (a) Race, (b) Color, or (c) National origin, (2) Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., (b) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in the preceding section a, and (3) Except as FTA determines otherwise in writing, follow: (a) The most recent edition of FTA Circular 4702.1, "Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance. (b) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3, and (c) Other applicable Federal guidance that may be issued, c. Equal Employment Opportunity. (1) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and: (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., (b) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note, (c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, and (d) Comply with other applicable EEO laws and regulations, as provided in Federal guidance, including laws and regulations prohibiting discrimination on the basis of disability, except as the Federal Government determines otherwise in writing, (2) General. The Recipient agrees to: (a) Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their: 1 Race, 2 Color, 3 Religion, 4 Sex, 5 Disability, 6 Age, or 7 National origin, (b) Take affirmative action that includes, but is not limited to: 1 Recruitment advertising, 2 Recruitment, 3 Employment, 4 Rates of pay, 5 Other forms of compensation, 6 Selection for training, including apprenticeship, 7 Upgrading, 8 Transfers, 9 Demotions, 10 Layoffs, and 11 Terminations, and (3) Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures the compliance of each Third Party Participant, with: (a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and (b) Executive Order No. 11246, "Equal

Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order No. 11246, Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note, d. Disadvantaged Business Enterprise. To the extent authorized by applicable Federal law, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as “Disadvantaged Business Enterprises” (DBEs), in the Project as follows: (1) Requirements. The Recipient agrees to comply with: (a) Section 1101(b) of MAP-21, 23 U.S.C. § 101 note, (b) U.S. DOT regulations, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs,” 49 C.F.R. part 26, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, (2) Assurance. As required by 49 C.F.R. § 26.13(a), the Recipient provides assurance that: The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. part 26. The Recipient shall take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The Recipient’s DBE program, as required by 49 C.F.R. part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. part 26

#### **Disadvantaged Business Enterprise**

Contracts over \$3,000 awarded on the basis of a bid or proposal offering to use DBEs a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient’s overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere. b. The contractor shall not discriminate on the basis of race, color, religion, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)). c. If a separate contract goal has been established, Contractors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. d. If no separate contract goal has been established, the successful contractor will be required to report its DBE participation obtained through race-neutral means throughout the period of performance. e. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor’s receipt of payment for that work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor’s work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor’s work by the recipient and contractor’s receipt of the partial retainage payment related to the subcontractor’s work. f. The

contractor must promptly notify the recipient whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the recipient.

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

All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual provisions, as stated in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.

#### **Government Wide Debarment and Suspension**

Applicability – Contracts over \$25,000. This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractors, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the recipient. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the recipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart

Contracts Involving Federal Privacy Act Requirements When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000) The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract: (1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract. (2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

#### **Energy Conservation**



All Contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

### **Clean Water**

Applicability All Contracts and Subcontracts over \$150,000. Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

### **Lobbying**

Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts over \$150,000 Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$150,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

### **Fly America Requirements**

Applicability – all contracts involving transportation of persons or property, by air between the U.S. and/or places outside the U.S. These requirements do not apply to micro-purchases (\$3,500 or less, except for construction contracts over \$2,000). Contractor shall comply with 49 USC 40118 (the "Fly America" Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

### **Breaches and Dispute Resolution**

All contracts over \$150,000 Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the recipient's authorized representative. This decision shall be final and conclusive unless within ten (10) days from the

date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the recipient's CEO. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the recipient's CEO shall be binding upon contractor and contractor shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the the False Claims Act, 31 U.S.C. § 3729. Performance During Dispute - Unless otherwise directed by the recipient, contractor shall continue performance under this contract while matters in dispute are being resolved. Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage. Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the recipient and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State. Rights and Remedies - Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the recipient or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

#### **Buy America**

This Contract is subject to the "Buy America" requirements of 49 United States Code (USC) §5323(j) and 49 Code of Federal Regulations (CFR) Part 661, as may be amended from time to time, and applicable federal regulations. Prospective Proposers' attention is directed to 49 CFR §661.11, "Rolling Stock Procurements." Prospective Proposers have the responsibility to comply with the cited and any governing statutes and regulations, including official interpretations.

#### **Clean Air Requirements**

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §§ 7401 *et seq.* The Contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to ensure notification to FTA and the appropriate EPA Regional Office.
2. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FTA.

#### **Prompt payment**

Applicability – All contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000) The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the Recipient. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Recipient. This clause applies to both DBE and non-DBE subcontracts.

**PROPOSAL COVER SHEET**

Legal Name of Organization \_\_\_\_\_

Authorized Signer: \_\_\_\_\_

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

Mailing Address: \_\_\_\_\_

Physical Address (If Different): \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Contact Person Name: \_\_\_\_\_

Contact Person Title: \_\_\_\_\_

Entity Type:  Corporation  Sole Proprietor

Partnership  Other

Is Responder a HUB?  Yes  No

Certifying Agency: \_\_\_\_\_

**Attachment A - Certification Regarding Debarment Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transactions**

This Certification is required by regulations implementing Executive Order 12549, Debarment and Suspension, 20 CFR Part 98. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 1916019211).

1. The prospective recipients of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.

\_\_\_\_\_  
Name of Authorized Representative      Title

\_\_\_\_\_  
Signature      Date

## **Attachment B - Certification Regarding Drug-Free Workplace**

A. The grantee certifies that it will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing an outgoing drug-free awareness program to inform employees about
  - a. The dangers of drug abuse in the workplace;
  - b. The grantee's policy of maintaining a drug-free workplace;
  - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
  - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1.
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will:
  - a. Abide by the terms of this statement;
  - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such violation.
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4b from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position, title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification numbers(s) of each affected grant.
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4b, with respect to any employee who is so convicted:
  - a. Taking appropriate personnel action against such an employee, up to and including termination consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
7. Making good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.

B. The grantee may insert in the space provided below the site(s) for the performance of work down in connection with the specific grant:

Place of Performance: Check ( ) if there are workplaces on file that are not identified here.  
( ) Not Applicable.

Name of Applicant Organization:

Name & Title of Authorized Signatory:

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

**ATTACHMENT C**  
CERTIFICATE REGARDING CONFLICT OF INTEREST

By signature of this Certificate, Respondent covenants and affirms that:

1. No manager, employee or paid consultant of the Respondent is a member of the Policy Board, or an employee of BCDCOG;
2. No manager or paid consultant of the Respondent is married to a member of the Policy Board, or an employee of BCDCOG;
3. No member of the Policy Board, the President or an employee of BCDCOG owns or controls more than a 10 percent share in the Respondent's organization;
4. No spouse of a member of the Policy Board, or employee of BCDCOG receives compensation from Respondent for lobbying activities.
5. Respondent has disclosed within the proposal response any interest, fact or circumstance, which does or may present a potential conflict of interest;
6. Should Respondent fail to abide by the foregoing covenants and affirmations regarding conflict of interest, Respondent shall not be entitled to the recovery of any costs or expenses incurred in relations to any contract with BCDCOG and shall immediately refund BCDCOG any fees or expenses that may have been paid under the contact and shall further be liable for any others costs incurred or damages sustained by BCDCOG relating to that contract.

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Name of Individual or Organization submitting application.

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Name and Title of Authorized Signatory.

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Signature

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Date

**Attachment D  
Lobbying Certificate**

The Contractor certifies, to the best of its 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 a Federal department or agency, a Member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a Member of the U.S. 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 thereof.

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).

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 sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**THE 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. §§ 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND DISCLOSURE, IF ANY.**

\_\_\_\_\_ Signature of the Contractor Authorized Official

\_\_\_\_\_ Name and Title of the Contractor Authorized Official

\_\_\_\_\_ Date