



REQUEST FOR PROPOSALS

AUDITING SERVICES

CENTRAL AREA RURAL TRANSIT SYSTEM, INC.

P.O. Box 993

Soldotna, AK 99669

August 28, 2024

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LEGAL NOTICE
August 28, 2024

REQUEST FOR PROPOSALS

Auditing Services

Central Area Rural Transit System, Inc. (CARTS) is seeking proposals from qualified firms to undertake auditing services. The scope of work is outlined in the Request for Proposals (RFP). The successful Proposer shall meet the terms and conditions outlined in this document and all other attachments.

The RFP, which includes the procurement schedule, may be obtained by contacting:

Jessica Schultz

Central Area Rural Transit Services, Inc.

P.O. Box 993

Soldotna, AK 99669

E-mail: jschultz@ridecartsak.org

All proposals must be received on or before **4:00 pm (AKDT) on October 14, 2024**, at the address listed above.

The right is reserved to accept any proposal or any part or parts thereof or to reject any and all proposals. Acceptance of any proposal is subject to concurrence by the Alaska Department of Transportation and the United States Department of Transportation.

Any contract resulting from these proposals is subject to a financial assistance contract between the Alaska DOT and the United States Department of Transportation.

The contractor will be required to comply with all applicable Equal Employment Opportunity laws and regulations.

SECTION 1 - INSTRUCTIONS TO PROPOSERS

1-1 Introduction

Central Area Rural Transit System, Inc. is seeking proposals from qualified firms to undertake auditing services.

1-2 Purpose

The Request for Proposals (RFP) is to engage the services of a qualified firm that will provide auditing services for Central Area Rural Transit System, Inc.

1-3 Proposal Submission

The proposer will submit:

One (1) original proposal and **four (4) hard copies;**

Original and required copies, complete with all signed affidavits and certifications, will be bound together. Oversize pages used for drawings or similar purposes are allowed. The package containing the proposal must be clearly marked with the words "**Proposal for Auditing Services**" and the time and date proposals are due. Central Area Rural Transit System, Inc. will not accept responsibility for late proposals that may be improperly routed in the mail or delivered after the prescribed date and time. Central Area Rural Transit System, Inc. shall not be responsible for the unintentional premature opening of a proposal that has not been properly addressed and identified per the instructions included with this RFP.

All proposals are due **NO LATER THAN 4:00 pm (AKDT), October 14, 2024.**

1-4 Proposal Requirement, Format and Required Content

Proposals for the requested services will be acceptable only if a person, firm, or corporation meets the following qualifications:

- Adequate experience and verifiable history providing the work required as sought through this Request for Proposals;
- Adequate equipment, personnel, and financial resources to fulfill the agreement satisfactorily within the time specified; Sub-contracting work to others is allowed.

Proposals shall be prepared in a clear, concise, and economical manner. Proposals should be bound simply and sections shall be tabbed to coincide with the sections of the RFP and pages should be numbered in each section.

There is no page limitation or minimum document size, but any information the Proposer submits is expected to be concise and relevant to the RFP. Illustrations may be included in the

proposal. Proposals that do not adhere to the required format, are difficult to read, or are deemed illegible by Central Area Rural Transit System, Inc. may be rejected.

Proposals shall adhere to the following format and contain the following items in the order outlined below:

A. Request for Qualification Cover Page (page 2) and all executed Attachments

B. Cover Letter, providing the following information:

1. Identification of the proposer(s), including name, address, and telephone number of the appropriate contact person at each company/firm.

2. Proposed working relationship among proposing companies/firms, i.e. prime-subcontractors, if applicable.

3. Signature of a person authorized to bind the proposing firm/company to the terms of the proposal.

C. Qualifications and Capabilities of the Company

1. Name(s) and title(s) of all key personnel proposed for the duration of the contract. If oral presentations are conducted, the designated key personnel will be required to attend along with other representatives of the Proposer.

2. Provide a brief profile of the Proposer, including its principal line of business, year founded, form of organization, and a general description of the Proposer's financial condition. Identify any conditions (bankruptcy, pending merger, pending litigation, planned office closures) that may affect the Proposer's ability to complete the project.

3. Identify all qualifications and organizational capabilities that will establish the proposer as a satisfactory provider of the required product or service by reason of its strength and stability.

4. Identify any and all subcontractors. For each subcontractor, provide the company name, address, contact person, telephone number, and project function(s).

D. Related Experiences and References

1. This section of the Proposal should establish the ability of the Proposer to provide the required service by demonstrating competence in the performance of the services to be provided. Proposers should identify or provide any record(s) of satisfactory performance on similar contracts and supportive client references. Provide examples of similar contracts that the Proposer has undertaken (indicating the status of the contract) within the last two years. For each reference cited as related experience, furnish the name, title, address, and telephone number of the person(s) at the purchaser's organization who is the most knowledgeable about the work performed.

E. Technical Proposal

1. Proposers must demonstrate their understanding of the project, describe their project approach, and explain how they will meet Central Area Rural Transit System, Inc. goals and objectives.

2. Provide, in narrative form, a plan of how your organization, would approach this project if awarded the contract. This should include, but not be limited to, a detailed description of your team's approach and capability to handle the environmental and structural issues involved in this project.

F. Accessibility

1. Provide, in narrative form, the accessibility of those assigned to the project will meet with Central Area Rural Transit System, Inc. staff and complete projects in a timely manner.

2. Describe the firm's workload and current capacity to accomplish work.

G. Fee

Provide the proposed fee on the Fee Proposal Form provided.

1-5 Proposal Signature

Each proposal shall include the RFP Cover Page signed by a person authorized to bind the proposing firm to the terms of the Contract. Proposals signed by an agent are to be accompanied by evidence of that person's authority.

1-6 Inquiries

The proposer is required to show on all correspondence with Central Area Rural Transit System, Inc. the following: "**Auditing Services**". Any communication with Central Area Rural Transit System, Inc. should be written and directed to Jessica Schultz Central Area Rural Transit System, Inc. P.O. Box 993 Soldotna, AK 99669. Written communication may also be forwarded via email to jschultz@ridecarsak.org. Correspondence will not be accepted by any other means or by any other staff member.

1-7 Selection Criteria

Central Area Rural Transit System, Inc. will evaluate all proposals based on the following criteria. To ensure consideration for this Request for Proposal, your proposal should be complete and include all of the following criteria:

- Organizational Experience: Bidders will be evaluated on their experience as it pertains to the scope of this project (20%)
- Previous work: Bidders will be evaluated on examples of their work pertaining to transit system management (20%)
- Value and cost: Bidders will be evaluated on the cost of their solution(s) based on the work to be performed in accordance with the scope of this project (40%)

- Technical expertise and experience: Bidders must provide descriptions and documentation of staff expertise and experience (20%)

1-8 Disadvantaged Business Enterprise (DBE) Participation

Central Area Rural Transit System, Inc. has established an overall 2.3% DBE goal. There is no specific DBE goal for this project. Central Area Rural Transit System, Inc. requests that Proposers make every effort to contract DBEs.

For proposers to receive credit for the use of a DBE, the Alaska Department of Transportation must certify the proposed DBE prior to submission of the proposal. It is the policy of Central Area Rural Transit System, Inc. that Disadvantaged Business Enterprises (DBE's) as defined in 49 CFR Part 26 shall have a level playing field to compete fairly for DOT-assisted contracts. Proposer is encouraged to take all necessary and reasonable steps to ensure that DBE's have a level playing field to compete for and perform services on the contract, including participation in any subsequent supplemental contracts. If the proposer intends to subcontract a portion of the services on the project, the proposer is encouraged to contact DBE's to solicit their interest, capabilities, and qualifications.

49 CFR Part 26 requires Central Area Rural Transit System, Inc. to collect certain data about firms attempting to participate in FTA contracts. This data must be provided on the enclosed **Firm Data Sheet (Attachment F)**.

- A. Certification – To be certified as a DBE, a firm must meet all certification eligibility standards. Firms that qualify as a DBE must: 1) be a small business as defined by the Small Business Administration; 2) be at least 51% owned by minorities, women and/or socially and economically disadvantaged adults, and 3) have its day-to-day operations controlled by women or minorities. DBE certification entitles contractors to participate in Central Area Rural Transit System, Inc. DBE program; however, this certification does not guarantee that the contractor will obtain work with Central Area Rural Transit System, Inc.

1-9 Examination of RFP and Contract Documents

Proposers are expected to examine the Scope of Work, the scope of services required, specifications, schedules, compliance requirements, and all instructions. Failure to do so will be at the Proposer's risk. It is the intent of these specifications to provide service(s) of first quality. The service(s) proposed must be high quality in all respects. No advantage will be taken by the Proposer in the omission of any part or detail, which goes to make the service(s) complete. All manner of services not herein contained or specified shall be of the industry standard and shall conform to the best practices known in the industry.

The submission of a proposal shall constitute an acknowledgment upon which Central Area Rural Transit System, Inc. may rely that the Proposer has thoroughly examined and is familiar with the solicitation, instructions, and Scope of Work, including any work site identified in the RFP, and

has reviewed and inspected all applicable statutes, regulations, ordinances, and resolutions addressing or relating to the services to be provided hereunder. The failure or neglect of a Proposer to receive or examine such documents, work sites, statutes, regulations, ordinances, or resolutions shall in no way relieve the Proposer from any obligations with respect to its Proposal or to any Contract awarded pursuant to this RFP. No claim for additional compensation will be allowed which is based on lack of knowledge or misunderstanding of this RFP, work sites, statutes, regulations, ordinances, or resolutions.

1-10 Interpretation of RFP and Contract Documents

No oral interpretations as to the meaning of the RFP will be made to any Proposer. Any explanation desired by a Proposer regarding the meaning or interpretation of the RFP, Scope of Work, Specifications, etc., must be requested in writing and with sufficient time allowed (as defined in 1-7, Procurement Schedule) for a reply to reach all Proposers before the submission of their proposals. Any interpretation or change made will be in the form of an addendum to the RFP, specifications, etc., as appropriate. All addendums will be furnished as promptly as is practicable to all contractors who have received a proposal package on this RFP and to whom the RFP has been issued to at least seven (7) calendar days prior to the proposal due date. **All addenda will become part of the RFP and any subsequently awarded Contract.** Oral explanations, statements, or instructions given by Central Area Rural Transit System, Inc. before the award of the Contract will not be binding upon Central Area Rural Transit System, Inc. Proposers shall acknowledge the recipient of any Addenda issued by submitting **Attachment C – Addendum Page** as part of the proposal. Failure to submit the Addendum Page may be grounds for declaring the proposal non-responsive.

SECTION 2 – SCOPE OF WORK

The primary purpose of the audit is to express an opinion on the general-purpose financial statements taken as a whole and that the audit is subject to the inherent risk that errors or irregularities may occur and not be detected. Central Area Rural Transit System, Inc. desires the auditor to express an independent opinion on the fair presentation of its general-purpose financial statements in conformity with generally accepted accounting principles. To achieve this this RFP will include the following work, broken into three parts, as follows:

Part I: Preparation of Financial Statements: Central Area Rural Transit System, Inc. is requesting preparation of financial statements for fiscal year 2024. The financial statements will include the summarization of the general operating fund of Central Area Rural Transit System, Inc. The statements will reflect the organization of data to Federal Transit Administration (NTD) Uniform System of Accounts, and include all special notes required to meet accounting standards and will be consistent with and include all reports presented in prior year audits. Central Area Rural Transit System, Inc. will provide all data and reports required by the auditor to achieve the completion of the financial statements. The proposer will provide a listing of required reports necessary to complete the Financial Statements and will provide a review of the data provided to ensure that any discoveries requiring adjustment are recommended to Central Area Rural Transit System, Inc. for correction. Upon completion and acceptance of the financial statements, Central Area Rural Transit System, Inc. will provide the proposer a ‘Management Discussion and Analysis’ providing review of key information required to meet FTA standards and to be included in the audit.

Part II: Preparation of the Audit: To meet the requirements of this request for proposal, the audit shall be performed in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants, the standards for financial audits set forth in the U.S. Comptroller General’s Government Auditing Standards, the provisions of the Single Audit Act of 1984, P.L. 98-502 and the Amendments of 1996,).L. 104-156 and in compliance with 2021 update 2 CFR Part 200, Subpart F, and conjunction and conformity with sections 4230 to 4-236 of the Connecticut’s General Statutes (the State Single Audit Act). **Part III: Accounting Support Services (optional request):** Central Area Rural Transit System, Inc. may request accounting services to clarify and possibly to correct, internal accounting procedures based on Title 2 Subtitle A, Chapter II, Part 200, Subpart E, Cost Principles. This work would be independent of Audit Services, and separately priced and reimbursed. A request for an hourly quote for services provided (if applicable), is requested. Upon final Central Area Rural Transit System, Inc. approval of Financial Statements prepared by the proposer under Part I above, the proposer will complete the audit to the above standards and will include preparation of the separate document called the State Single Audit. The proposer will request specific documents to review, and Central Area Rural Transit System, Inc. will provide those on a reasonable response basis. The requested list will be provided by e-mail(s), will be completed by Central Area Rural Transit System, Inc., and supplied to the proposer in the form of PDF documents submitted by e-mail. Specific requests for on-site action may be required by the auditor. A separate list of specific on-site activity requests must be submitted by e-mail and Central Area Rural Transit System, Inc. will collaborate with the proposer to schedule and prepare for those activities. This could include participation in the year-end

inventory, or other activities the proposer would like to witness. The proposer will also be expected to participate in a Board of Directors Meeting to present the audit and discuss the findings, if any. Specific reports to be included in the audit are as follows:

- All reports and schedules generated by prior auditors, which are included in the Audited Financial Statements and Single Audit compliance report.
- A report on the fair presentation of the financial statements in conformity with generally accepted accounting principles.
- A report on the internal control structure based on the auditor’s understanding of the control structure and assessment of control risk along with compliance with applicable laws and regulations.
 - Reports on the supplementary schedules of federal and state financial assistance pertaining to reporting for the National Transit Database.
 - Reports on the internal control structure used in administering federal and state financial assistance.

Part III: Preparation of Federal Transit Administration Federal Single Audit (A-133 Audit of FTA Grant Expense): Central Area Rural Transit System, Inc. will be required to provide an audit where the fiscal year expense under FTA issued grants exceeds \$750,000. In FY 2024 Central Area Rural Transit System, Inc. and future years may exceed the \$750,000 of expenditures which will trigger the A-133 audit. Central Area Rural Transit System, Inc. is requesting the proposer to provide a specific proposal for completion of the A-133 audit. This audit is required to meet all the accounting and regulatory standards defined in Part II above. The audit will cover the expenses and revenues associated with specific grants under Central Area Rural Transit System, Inc. Administrative and Financial Management.

Part IV: On-Site or Telecon review of Financial Reports including the Trial Balance, Income and Expense Report, and Balance Sheet. This would include a general review of accounts with the intent of identifying and providing corrective solutions to discovered (if any) compliance issues associated with Government and FTA accounting standards. Special accounting issues could be discussed as part of this review.

Schedule for Annual Audit FY 2024

Entrance conference to commence year-end audit work	TBD
Preliminary Field work begins	TBD
Completion of Draft Financial Statements	TBD
Completion of Final Financial Statements and Audit Draft	TBD
Draft comments returned to auditors by	TBD
Final audit reports submitted to CARTS	03/14/2025

Schedule for FTA A-133 Audit FY 2024

Initial Review and Discussion:	TBD
Completion of Draft	TBD
Acceptance and Completion of Audit	03/14/2025

Schedules for all other years will depend on whether an audit is required.

The proposer will be required to submit the forms SF-FAC and A-133 Single Audit electronically to the FTA using the (Federal Audit Clearing House).

.SECTION 3 – PROPOSAL SUBMISSION PROVISIONS

3-1 Postponement, Amendment and/or Cancellation of Request for Qualifications

Central Area Rural Transit System, Inc. reserves the right to revise or amend any portion of this RFP prior to the date and time for the proposal delivery. Such revisions and amendments, if any, shall be issued through addenda to this RFP. Copies of such addenda and/or amendments shall be placed on Central Area Rural Transit System, Inc. website and will be furnished to the Proposer's email address submitted on the Contractors Registration Form. If the revisions or addenda require changes in requested information or the format for proposal submission, the established date for submission of proposals contained in this RFP may be postponed by such number of days as, in Central Area Rural Transit System, Inc. opinion, shall enable Proposers adequate time to revise their proposals.

Central Area Rural Transit System, Inc. reserves the right to cancel this RFP at any time or change the date and time for submitting proposals by announcing the same prior to the date and time established for proposal submittal.

3-2 Rejection of Proposals

Central Area Rural Transit System, Inc. reserves the right to reject any or all proposals and waive any minor informalities or irregularities.

3-3 Clarification of Proposals

Central Area Rural Transit System, Inc. reserves the right to obtain clarification of any point in a proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of a Proposer to respond to such a request for additional information or clarification may result in the proposal's rejection.

3-4 Modification or Withdrawal of Proposals and Late Proposals

At any time before the time and date set for the submittal of proposals, a Proposer may request to withdraw or modify its Proposal. Such a request must be made in writing by a person with authority as identified on the RFP Cover Page, provided their identity is made known and a receipt is signed for the proposal. All proposal modifications shall be made in writing executed and submitted in the same form and manner as the original proposal. Any proposal or modification of proposal received at Central Area Rural Transit System, Inc. office designated in the solicitation after the exact time specified for proposal receipt will not be considered.

3-5 Errors and Administrative Corrections

Central Area Rural Transit System, Inc. will not be responsible for any errors in proposals. Proposers will only be allowed to alter proposals after the submittal deadline in response to requests for clarifications by Central Area Rural Transit System, Inc. Central Area Rural Transit System, Inc. reserves the right to request an extension of the proposal period from a Proposer or Proposers.

Central Area Rural Transit System, Inc. reserves the right to allow corrections or amendments to be made that are due to minor administrative errors or irregularities, such as errors in typing, transposition or similar administrative errors. Erasures or other changes or entries made by the proposer must be initialed by the person signing the proposal.

3-6 Compliance with RFP Terms and Attachments

Central Area Rural Transit System, Inc. intends to award a Contract based on the terms, conditions, and attachments contained in this RFP. Proposers are strongly advised to not take any exceptions. Proposers shall submit proposals that respond to the requirements of the RFP. An exception is not a response to an RFP requirement.

Proposers are cautioned that exceptions to the terms, conditions, and attachments may result in rejection of the proposal.

3-7 Collusion

The proposer guarantees that the proposal submitted is not a product of collusion with any other proposer, and no effort has been made to fix the proposal price of any proposer or to fix any over-head, profit, or cost element of any proposal price (Affidavit of Non-Collusion). Failure to submit the signed affidavit at the time of bid opening shall be grounds for disqualification of the proposer's offer.

If Central Area Rural Transit System, Inc. determines that collusion has occurred among Proposers, none of the proposals from the participants in such collusion shall be considered. Central Area Rural Transit System, Inc. determination shall be final.

3-8 Taxes and Interest

Central Area Rural Transit System, Inc. is exempt from payment of Federal Tax. Proposers will not include these taxes in their proposed price(s). All other government taxes, duties, fees, licenses, permits, royalties, assessments, and charges shall be included in the proposed price.

Central Area Rural Transit System, Inc. will not pay interest on unpaid or disputed invoices, whether due or overdue.

3-9 Single Proposal Response

If only one Proposal is received in response to the RFP, a sample of two (2) Proposals, if available, awarded to the Proposer within the past two (2) years may be requested of the

single Proposer. A cost/price analysis and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable.

3-10 Protest Procedures

There are two types of protests that may be filed regarding this procurement; pre-proposal/bid protests and post award protests. Pre-proposal/bid protests are protests related to the content of the IFB or RFP, being overly restrictive, or alleged improprieties in the procurement procedure. Post-award protests are protests objecting to the award of a contract after the competitive procurement process, including an alleged violation of applicable law and/or agency policy or procedure relative to the seeking, evaluating and/or awarding of a procurement contract under a solicitation.

Protest Requirements

A protest will not be considered valid unless it is submitted in writing within the time limits specified herein and contains at least the following information:

- a) Name, address, phone number and email address of protester
- b) Clear identification of the solicitation being protested
- c) Clear identification of the reason(s) for the protest
- d) A statement regarding the relationship of the protester to the procurement sufficient to establish a direct economic interest in the procurement or award (i.e., standing to protest)
- e) A statement of the specific relief being sought

Time Requirements

A pre-proposal/bid protest must be filed within seven (7) calendar days after the solicitation documents are first issued. Post-award protests must be filed within ten (10) calendar days of notice of award (measured from the date Central Area Rural Transit System, Inc. e-mails the notice of award to all who submitted proposals). In the event a due date falls on a weekend or national holiday, the period ends at 5:00p.m local time on the next business day.

Protest Delivery

Protests shall be delivered to the same office and same person to whom the bid or proposal documents were required to be delivered.

Receipt of Protest

The receipt of a protest will be acknowledged in writing to the protester. Notice of receipt of a post-award protest will also be given to the bidder or proposer recommended to receive the contract.

Intervention

An entity may intervene in a protest by written demonstration that the intervener has a direct economic interest in the procurement.

Response

Central Area Rural Transit System, Inc. Director shall respond to each valid protest with a written response. A protester may appeal the determination to the governing board by filing a written appeal with the Director within ten (10) days of the mailing of the response to the protester. The Director shall expeditiously refer the appeal to the governing board.

Effect of Judicial Proceedings

Central Area Rural Transit System, Inc. may refuse to decide any protest where the matter involved is the subject of litigation before a court of competent jurisdiction, or has been decided on the merits by such a court.

3-11 Insurance Requirements

Contractor shall not commence work until all insurance required under this section has been obtained and the proper insurance verification has been provided to Central Area Rural Transit System, Inc. The Contractor will maintain the minimum Insurance coverage standard for the type of services being provided throughout the contract.

3-11.1 General Requirements

All insurance policies shall be written with a company or companies licensed to conduct business within the State of Alaska and holding a current Best's Key Rating of A- VII or better. Contractor agrees to name Central Area Rural Transit System, Inc. as additional insureds on General, Business Automobile and Excess or Umbrella liability and Professional Liability Insurance policies by endorsement to the policies. Insurance policies shall be endorsed to give Central Area Rural Transit System, Inc. thirty (30) day's written notice (ten (10) days in case of Workers Compensation) of cancellation for any reason, non-renewal or material change in coverage or limits. In case of non-payment of premium by Contractor, Central Area Rural Transit System, Inc. retains the rights but is not obligated to pay any premiums and deduct such amounts from any payments due to the Contractor. There shall be no exclusions for punitive damages in the General or Business Automobile policies.

Complete, certified copies of all insurance policies applicable to this agreement will be sent to Central Area Rural Transit System, Inc. within 60 days of each inception or anniversary date, so that these insurance policies may be reviewed by Central Area Rural Transit System, Inc. Until copies of policies are received, Evidence of Coverage in the form of an original Certificate of Insurance shall be submitted to Central Area Rural Transit System, Inc. The Contractor also agrees to have deficiencies in the insurance policies amended as per the directions of Central Area Rural Transit System, Inc. or its representative.

3.11.2 Required Coverages

The Contractor agrees to provide the following coverages:

A. Commercial General Liability (Occurrence Form), either singly or in combination with Excess or Umbrella Liability Insurance policy covering all operations with the following limits:

Each Occurrence (Bodily Injury, Property Damage) \$1,000,000

Personal and Advertising Injury Limit \$1,000,000
General Aggregate Limit \$1,000,000
Products and Completed Operations Aggregate Limit \$1,000,000
Fire Damage Limit \$50,000
Medical Payments – Any One Person \$5,000

B. Business Automobile Policy either singly or in combination with Excess or Umbrella Liability Insurance policy covering all operations with the following limits:

Owned, Hired or Non-Owned (Per Accident) \$1,000,000
Medical Payments (Each Person) \$5,000
Comprehensive (\$5,000 Deductible – Maximum) Actual Cash Value
Collision (\$5,000 Deductible – Maximum) Actual Cash Value

In the case of policies that list specific vehicles or specific drivers, proof of coverage is required to be provided to Central Area Rural Transit System, Inc. for each vehicle or driver before it can be used in service. The Contractor will be fully responsible for all physical damage deductibles to Central Area Rural Transit System, Inc. owned vehicles. In addition, Contractor will be fully responsible for all rental costs and other costs associated with any vehicles that replace any vehicle that sustains any type of physical damage.

C. Workers Compensation

Part A Statutory

Part B – Employers Liability

Bodily Injury by Accident \$500,000

Bodily Injury by Disease (Policy Limit) \$500,000

Bodily Injury by Disease (Each Employee) \$500,000

All States and Voluntary Compensation endorsements shall be included in the Workers Compensation policy. Workers Compensation shall be provided to all employees of the Contractor.

D. Professional Liability including Errors and Omission Insurance

Professional Liability Insurance covering the successful Contractor, its agents and employees in an amount not less than \$2,000,000 per claim or occurrence and \$2,000,000 aggregate per policy period of one year. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after the completion of contract work.

Proof of coverage must be provided before Notice of Proceed can be issued by the Central Area Rural Transit System, Inc.

SECTION 4 – PROPOSAL EVALUATION & CONTRACT AWARD

4-1 General

The selection of the Contractor will be based on the evaluation criteria contained in Section 1.7

The Evaluation Committee may elect to interview proposers in order to clarify their proposals and/or for the Proposers to make oral presentations. If interviews, presentations, or negotiations are held, the evaluation team may reevaluate the proposals of those firms interviewed. Central Area Rural Transit System, Inc. expects all Proposers to fully cooperate with its evaluation process.

4-2 Evaluation of Proposals

All responsive submittals in response to this solicitation shall be evaluated. Each submittal will undergo an administrative evaluation, responsive submittals will be distributed, for review only, to the Evaluation Committee. The Evaluation Committee will evaluate the proposals in accordance with the criteria set forth in Section 1.7. The total evaluation points, as separately determined by each team member, will be added and each proposer will be ranked in numerical sequence, from the highest to the lowest score.

4-3 Contract Award

The firm receiving the highest rank based on the evaluation criteria above will be awarded the contract.

Contract award, if any, will be made by Central Area Rural Transit System, Inc. to the responsible Proposer whose proposal best meets the requirements of the RFP, and will be the most advantageous to Central Area Rural Transit System, Inc. with respect to operational plan, quality, and other factors as evaluated. Central Area Rural Transit System, Inc. shall have no obligations until a Contract is signed between the Proposer and Central Area Rural Transit System, Inc.

Contract award will occur when Central Area Rural Transit System, Inc. signs the Contract or issues a Notice to Proceed. No other act of Central Area Rural Transit System, Inc. shall constitute Contract award. The Contract will establish the Contract value and incorporate the terms of this document, but will not be the authorization for Contractor to proceed.

4-4 Execution of Contract and Notice to Proceed

The Proposer to whom Central Area Rural Transit System, Inc. intends to award the Contract shall sign the Contract and return it to Central Area Rural Transit System, Inc. Upon authorization by Central Area Rural Transit System, Inc. Board of Directors, the Contract will be countersigned. Upon receipt by Central Area Rural Transit System, Inc. of any required

documentation and submittals by the Proposer, a Notice to Proceed may be issued, if appropriate.

4-5 Public Disclosure of Proposals

Central Area Rural Transit System, Inc. is subject to the Alaska Freedom of Information Act. Therefore, the contents of this RFP and the Contractor's proposal submitted in response to this RFP shall be considered public documents and are subject to the Alaska FOIA statutes. As such, all proposals submitted to Central Area Rural Transit System, Inc. will be available for inspection and copying by the public after the selection process has been concluded. There are, however, various items that may be exempt under public disclosure laws. If any proprietary, privileged, or confidential information or data is included in the Contractor's proposal, each page that contains this information or data should be marked as such (e.g., "Proprietary," "Confidential," "Business Secret," or "Competition Sensitive") in order to indicate your claims to an exemption provided in the Alaska FOIA. It is Central Area Rural Transit System, Inc. sole right and responsibility, however, to make the determination whether these items are exempt or not exempt under the Alaska FOIA statutes.

All data, documentation and innovations developed as a result of these contractual services shall become the property of Central Area Rural Transit System, Inc.

SECTION 5 – STANDARD CONTRACTUAL TERMS & CONDITIONS

5-1 Administration

This Contract is between Central Area Rural Transit System, Inc. and the Contractor who will be responsible for providing the goods and/or performing the services described herein. Central Area Rural Transit System, Inc. is not party to defining the division of work between the Contractor and its Subcontractors, if any, and the Specifications and/or Scope of Services has not been written with this intent.

Contractor represents that it has or will obtain all duly qualified personnel and equipment required to perform hereunder. Contractor's performance under this Contract may be monitored and reviewed by a Program Manager appointed by Central Area Rural Transit System, Inc. Reports and data required to be provided by Contractor shall be delivered to the Architect and Program Manager. Questions by Contractor regarding interpretation of the terms, provisions, and requirements of this Contract shall be addressed to the Program Manager for response.

5-2 Notification of Delay

Contractor will notify Central Area Rural Transit System, Inc. Program Manager as soon as Contractor has, or should have, knowledge that an event has occurred which will delay delivery or start-up of services. Within five days, Contractor will confirm such notice in writing furnishing as many details as is available.

5-3 Request for Extension

Contractor agrees to supply, as soon as such data are available, any reasonable proofs that are required by Central Area Rural Transit System, Inc. Program Manager to make a decision of any request for extension. Central Area Rural Transit System, Inc. Program Manager will examine the request and any documents supplied by Contractor and will determine if Contractor is entitled to an extension and the duration of such extension. Central Area Rural Transit System, Inc. Program Manager will notify Contractor of the decision in writing. It is expressly understood and agreed that Contractor will not be entitled to damages or compensation, and will not be reimbursed for losses on account of delays resulting from any cause under this provision.

5-4 Contract Changes

Any proposed change in the contract will be submitted to Central Area Rural Transit System, Inc. for its prior written approval and Central Area Rural Transit System, Inc. will make the change by a Change Order if agreed upon by both parties in writing. Each written Change Order will expressly include any change in the Contract price or delivery schedule. No oral order or conduct by Central Area Rural Transit System, Inc. will constitute a Change Order unless confirmed in writing by Central Area Rural Transit System, Inc.

5-5 Instructions by Unauthorized Third Persons

In accordance with subsection 5-4, Contract Changes, of the solicitation, Central Area Rural Transit System, Inc. Executive Director or the Executive Director's authorized representative are the only persons authorized to make changes within the general scope of the contract. Any instructions, written or oral, given to Contractor by someone other than Central Area Rural Transit System, Inc. Executive Director or the Executive Director's authorized representative, which are considered to be a change in the contract, will not be considered as an authorized contract change. Any action on the part of Contractor taken in compliance with such instructions will not be grounds for subsequent payment or other consideration in compliance with the unauthorized change.

5-6 Cost or Price Analysis

Central Area Rural Transit System, Inc. reserves the right to conduct a cost or price analysis. Central Area Rural Transit System, Inc. may be required to perform a cost analysis when competition is lacking for any purchase. Sole source procurements which result in a single proposal being received will be subject to a cost analysis which will include the appropriate verification of cost data, the evaluation of specific elements of costs and the projection of data to determine the effect on proposal prices. Central Area Rural Transit System, Inc. may require a pre-award audit and potential Contractors shall be prepared to submit data relevant to the proposed work which will allow Central Area Rural Transit System, Inc. to sufficiently determine that the proposed price is fair, reasonable, and in accordance with Federal, State and local regulations. Procurements resulting in a single proposal will be treated as a negotiated procurement and Central Area Rural Transit System, Inc. reserves the right to negotiate with the single Proposer to achieve a fair and reasonable price. If a negotiated price cannot be agreed upon by both parties, Central Area Rural Transit System, Inc. reserves the right to reject the single proposal. Contract change orders or modifications will be subject to a cost analysis.

5-7 Lack of Funds

If expected or actual funding is withdrawn, reduced, or limited in any way prior to the expiration date set forth in this Contract or in any amendment hereto, Central Area Rural Transit System, Inc. may, upon written notice to Contractor, terminate this Contract in whole or in part. Such termination shall be in accordance with Central Area Rural Transit System, Inc. rights to terminate for convenience or default.

5-8 Force Majeure

The timely receipt of Central Area Rural Transit System, Inc. requirements is essential. If the requirements are not received on time in accordance with the delivery schedule, Central Area Rural Transit System, Inc. may cancel the unfilled portion of the contract for cause, purchase substitute requirements elsewhere, and recover from Contractor any increased costs, thereby incurred together with all resulting incidental and consequential damages. Central Area Rural Transit System, Inc. may also terminate for cause, purchase substitute requirements elsewhere and recover costs and damages for breach of Contractor obligations.

The Contractor shall be entitled to a reasonable extension of time from Central Area Rural Transit System, Inc. for the delays caused by damage to Contractor's and/or Central Area Rural Transit System, Inc. property caused by fire, lightning, earthquakes, tornadoes, and other extreme weather conditions or acts of nature, power failures, riots, acts of civil or military authorities of competent jurisdiction, strikes, lockouts, and any other industrial, civil or public disturbances beyond the control of the Contractor and its subcontractors causing the inability to perform the requirements of this Contract. Any delay other than ones mentioned above shall constitute a breach of Contractor's contractual obligations.

5-9 Taxes, Licenses, Laws, and Certificate Requirements

Contractor shall maintain and be liable for all taxes, fees, licenses, and costs as may be required by federal, state, and local laws, rules, and regulations for the conduct of business by Contractor and any subcontractors and shall secure and at all times maintain any and all such valid licenses and permits as may be required to provide the services or supplies under this Contract. If for any reason, Contractor's required licenses or certificates are terminated, suspended, revoked, lapsed, or in any manner modified from their status at the time this Contract becomes effective, Contractor shall immediately notify Central Area Rural Transit System, Inc. in writing of such condition.

Contractor will give all notices and comply with all federal, state, local and Central Area Rural Transit System, Inc. laws, ordinances, rules, regulations, standards, and orders of any public authority bearing on the performance of the Contract, including, but not limited to, the laws referred to in these General Provisions of the Contract and the other Contract Documents. If the Contract Documents are at variance therewith in any respect, any necessary changes shall be adjusted by appropriate modification. Omission of any applicable laws, ordinances, rules, regulations, standards or orders by Central Area Rural Transit System, Inc. in the Contract Documents shall be construed as an oversight and shall not relieve the Contractor from his obligations to meet such fully and completely. Upon request, Contractor shall furnish to Central Area Rural Transit System, Inc. certificates of compliance with all such laws, orders and regulations. Contractor shall be responsible for obtaining all necessary permits and licenses required for performance under the Contract. Applicable provisions of all federal, state, and local laws, and of all ordinances, rules, and regulations shall govern any and all claims and disputes which may arise between person(s) submitting a Bid response hereto and Central Area Rural Transit System, Inc., by and through its officers, employees and authorized representatives, or any other persons, natural and otherwise, and lack of knowledge by any Contractor shall not constitute a cognizable defense against the legal effect thereof.

5-10 Defective Work, Materials or Services

When and as often as Central Area Rural Transit System, Inc. determines that the work, materials, or services furnished under the contract are not fully and completely performed and/or provided in accordance with any requirement of the contract, it may give notice and description of such non-compliance to Contractor. Within seven (7) calendar days of receiving such written notification, Contractor must supply Central Area Rural Transit System, Inc. with a written detailed plan which indicates the time and methods needed to bring the work, materials, or services within acceptable limits of the contract. Central Area Rural Transit System, Inc. may reject or accept this plan at its discretion. In the event this plan is rejected, the work, materials, or services will be deemed not accepted and returned to Contractor at Contractor's expense. This procedure to remedy defects is not intended to limit or preclude any other remedies available to Central Area Rural Transit System, Inc. by law, including those available under the Uniform Commercial Code.

5-11 Assignment

Contractor shall not assign any interest, obligation, or benefit under or in this contract or transfer any interest in the same, whether by assignment or notation, without the prior written consent of Central Area Rural Transit System, Inc.. If an assignment is approved, this contract shall be binding upon and inure to the benefit of the successors of Contractor. This provision shall not prevent Contractor from pledging any proceeds from this contract as security to a lender. An assignment may be conditioned upon the posting of bonds, securities and the like by the assignee and the assignee must assume the written contract and be responsible for the obligations and liabilities of Contractor, known and unknown, under this contract and applicable law.

Central Area Rural Transit System, Inc. may assign its rights and obligations under the contract to any successor to the rights and functions of Central Area Rural Transit System, Inc. or to any governmental agency to the extent required by applicable laws or governmental regulations, or to the extent Central Area Rural Transit System, Inc. deems necessary or advisable under the circumstances.

5-12 Indemnification and Hold Harmless

Contractor/Proposer agrees to indemnify and hold harmless Central Area Rural Transit System, Inc., its directors, officers, employees including the Central Area Rural Transit System, Inc. contracted management service employees acting on behalf of Central Area Rural Transit System, Inc. from and against all claims and damages, including reasonable attorneys' fees and other costs and expenses incident thereto because of harm, injury or death to persons or loss, damage or destruction to property, including property of Central Area Rural Transit System, Inc., the Agreement and third persons, resulting from the negligence of Contractor/Proposer or its directors, officers, agents or employees while such person is acting in the scope of this Agreement.

5-13 Applicable Law and Forum

All work done pursuant to any contract resulting from this RFP will be governed by and construed according to the regulations of the Federal Transit Administration and the laws of the State of Alaska. Further, the successful Proposer shall abide by all federal, state, and local laws, codes, and ordinances governing any areas(s) in which a service is rendered and shall have all required permits, licenses, agreements, tariffs, bonding, and insurance required by same. No claims for additional payment shall be approved for changes required to comply with any such requirements. Any actions arising here from shall be filed in Kenai, Alaska and the Federal Transit Administration if applicable.

5-14 Attorney Fees

In the event either party shall engage the services of an attorney or other professional due to the default of the other party, the defaulting (non-prevailing) party shall pay all legal costs and fees, including attorney's fees, incurred by the non-defaulting (prevailing) party in enforcing its rights.

5-15 State Officials and Employees Ethics Act

It is a breach of ethical standards for any Central Area Rural Transit System, Inc. employee to participate directly or indirectly in a procurement when the employee knows:

- The employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement;
- A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement; or
- Any other person, business or organization with whom the employee or any member of employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement. In addition, any persons acting as members of an evaluation committee for any procurement shall, for the purposes of the procurement, be bound by conditions of this Section. Throughout the bid/proposal evaluation process and subsequent contract negotiations, offerors shall not discuss or seek specific information about this procurement, including but not limited to, the contents of submissions, the evaluation process or the contract negotiations, with members of any evaluation committee, the Board of Directors, or other Central Area Rural Transit System, Inc. employees other than the designated procurement officer.

5-16 Conflicts of Interest and Non-Competitive Practices

A. Conflict of Interest – Contractor by entering into this contract with Central Area Rural Transit System, Inc. to perform or provide work, services, or materials, has thereby covenanted that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any interest, which conflicts in any manner or degree with the work, services, or materials required to be performed and/or provided under this contract and that it shall

not employ any person or agent having any such interest. In the event that Contractor or its agents, employees or representatives hereafter acquires such a conflict of interest, is shall immediately disclose such interest to Central Area Rural Transit System, Inc. and take action immediately to eliminate the conflict or to withdraw from this contract, as Central Area Rural Transit System, Inc. may require.

B. Contingent Fees and Gratuities – Contractor, by entering into this contract with Central Area Rural Transit System, Inc. to perform or provide work, services, or materials, has thereby covenanted:

1. No person or selling agency except bona fide employees or designated agents or representatives of Contractor has been or will be employed or retained to solicit or secure this contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid; and
2. No gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor or any of its agents, employees, or representatives, to any official, member, or employee of Central Area Rural Transit System, Inc. or other governmental agency with a view toward securing this contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this contract.

5-17 Conflicts of Interest – Current and Former Employees

Central Area Rural Transit System, Inc. seeks to eliminate and avoid actual or perceived conflicts of interest and unethical conduct by current and former employees in transactions with Central Area Rural Transit System, Inc. Consistent with this policy, no current or former employee may contract with, influence, advocate, advise, or consult with a third party about a transaction, or assist with the preparation of bids submitted to Central Area Rural Transit System, Inc. while employed by Central Area Rural Transit System, Inc. or within one (1) year after leaving employment, if he/she participated in determining the work to be done or process to be followed while an employee.

Furthermore, no member, officer, or employee of Central Area Rural Transit System, Inc. during their tenure or for two (2) years thereafter will have any financial interests, direct or indirect, in this contract or the proceeds thereof.

5-18 Other Public Agency Orders

Other federal, state, county, and local entities may utilize the terms and conditions established by this contract. Central Area Rural Transit System, Inc. does not accept any responsibility or involvement in the purchase orders or contracts issued by other agencies.

5-19 Severability

Whenever possible, each provision of this contract shall be interpreted to be effective and valid under applicable law. If any provision is found to be invalid, illegal, or unenforceable, then such provision or portion thereof shall be modified to the extent necessary to render

it legal, valid, and enforceable and have the intent and economic effect as close as possible to the invalid, illegal, and unenforceable provision.

5-20 Non-waiver of Breach

No action or failure to act by Central Area Rural Transit System, Inc. shall constitute a waiver of any right or duty afforded to Central Area Rural Transit System, Inc. under the contract; nor shall any such action or failure to act by Central Area Rural Transit System, Inc. constitute an approval of, or acquiescence in, any breach hereunder, except as may be specifically stated by Central Area Rural Transit System, Inc. in writing.

5-21 Use of Central Area Rural Transit System, Inc. Name in Contractor Advertising or Public Relations

Central Area Rural Transit System, Inc. reserves the right to review and approve all CARTS-related copy prior to publication. Contractor will not allow CARTS-related copy to be published in Contractor's advertisements or public relations programs until submitting CARTS-related copy and receiving prior written approval from CARTS's Executive Director. Contractor will agree that published information on Central Area Rural Transit System, Inc. or its program will be factual, and in no way imply that Central Area Rural Transit System, Inc. endorses Contractor's firm, service, or product.

SECTION 6 – SPECIFIC CONTRACTUAL TERMS & CONDITIONS

6-1 Contract

A contract shall be issued referencing this solicitation. Contract shall define and authorize the work by Contractor based on the negotiated fees agreed to by Central Area Rural Transit System, Inc.. The contract issued by Central Area Rural Transit System, Inc. may reflect agreed to modification of contract terms, funding, or other matters subject to subsection 5-4, Contract Changes.

6-2 Contract Documents and Precedence

The documents constituting the contract between Central Area Rural Transit System, Inc. and Contractor are intended to be complementary so that what is required by any one of them shall be as binding as if called for by all of them. In the event of any conflicting provisions or requirements within the several parts of the contract documents, the following order of precedence shall be applied:

- 1) Any required federal, state or local regulations that may not be altered by Central Area Rural Transit System, Inc.;
- 2) Contract;
- 3) Contract amendments;
- 4) Results of negotiations;
- 5) Solicitation and all issued addenda and approved equals;
- 6) Any optional federal regulations elected by Central Area Rural Transit System, Inc. as expressly set forth herein;
- 7) Clarifications of and amendments to Contractor's proposal as accepted by Central Area Rural Transit System, Inc.;
- 8) Contractor's proposal and Attachments, and all clarifications and amendments issued prior to contract award.

6-3 Contract Term

The term of the contract shall be effective with the issuance of the Notice to Proceed. The contract end date will be determined by the Central Area Rural Transit System, Inc. final acceptance of the completed construction.

6-4 Payment Procedures

Payments for services rendered and expenses incurred shall be made after presentation of Contractor's invoices. Such invoices shall be computed in accordance with the fee schedule agreed to by Central Area Rural Transit System, Inc. and Contractor, and incorporated into the final contract, and are due and payable within thirty (30) days of receipt of a correct invoice as agreed upon by Central Area Rural Transit System, Inc. Contractor's invoice shall be submitted monthly. Each invoice shall contain Contractor's list of items delivered and

actual costs incurred. Contractor also agrees to supply, with each invoice, additional information as may be requested by Central Area Rural Transit System, Inc.

Invoices should clearly identify the purchase order number and any prompt payment discount offered for paying within ten (10) days of receipt. Central Area Rural Transit System, Inc. may, at any time, conduct an audit of any and/or all records kept by the Contractor for this project. Any overpayment uncovered in such an audit may be charged against the Contractor's future invoices. Central Area Rural Transit System, Inc. may withhold payment for services it believes were improper, failed to meet with project specifications, or are otherwise questionable.

6-5 Advance Payment Prohibited

No advance payment shall be made for the work furnished by Contractor pursuant to this contract.

6-6 Prompt Payment to Subcontractors

The Contractor is required to pay each first tier Subcontractor for all work that the Subcontractor has performed to the satisfaction of Central Area Rural Transit System, Inc., no later than thirty (30) calendar days after the Contractor has received payment from the Central Area Rural Transit System, Inc. for that work, and each tier of Subcontractors must likewise pay the next lower tier of Subcontractors within thirty (30) calendar days after receiving payment. If this contract provides for retainage, the Contractor must remit to each first-tier Subcontractor its share of any retainage within thirty (30) days after the Subcontractor has successfully completed its work and receipt of such retainage from Central Area Rural Transit System, Inc., and each tier of Subcontractors must likewise remit retainage to the next lower tier of Subcontractors within thirty (30) calendar days after the lower tier Subcontractor has successfully completed its work and receiving payment. If this contract does not provide for retainage, then neither Contractor nor any Subcontractor may withhold retainage from a Subcontractor. The requirements of this paragraph must be stated in all of the Contractor's subcontracts.

A delay in or postponement of payment to a Subcontractor requires good cause and prior written approval by Central Area Rural Transit System, Inc. Executive Director or his/her designee. The Contractor is required to include, in each subcontract, a clause requiring the use of appropriate arbitration mechanisms to resolve all payment disputes.

Central Area Rural Transit System, Inc. will not pay the Contractor for work performed unless and until the Contractor ensures that each Subcontractor has been promptly paid under all previous payment requests, as evidenced by the filing with Central Area Rural Transit System, Inc. of lien waivers (if applicable), canceled checks (if requested), and the Contractor's sworn statement that it has complied with the prompt payment requirements. The Contractor must submit a prompt payment affidavit, (form to be provided by Central Area Rural Transit System, Inc.) which identifies each Subcontractor (both DBE and non-DBE)

and the date and amount of the last payment to such Subcontractor, with every payment request filed with Central Area Rural Transit System, Inc., except for the first payment request. Failure to comply with these prompt payment requirements is a breach of the contract which may lead to any remedies permitted under law, including, but not limited to, Contractor debarment. In addition, Contractor's failure to promptly pay its Subcontractors is subject to the provisions of 50 ILCS 505/9.

6-7 Price

Contractor's Price shall be the negotiated fee(s) agreed upon by Central Area Rural Transit System, Inc. unless Central Area Rural Transit System, Inc. requests and negotiates a contract modification.

6-8 Summary Report

Contractor shall, if requested, submit to Central Area Rural Transit System, Inc. a quarterly report of services provided to Central Area Rural Transit System, Inc. under this contract. The report, in a format acceptable to Central Area Rural Transit System, Inc., shall identify by item the amount of work completed, the status of the project in relation to the schedule, and any other information that may be relevant to project oversight.

6-9 Express Warranties for Services

Contractor warrants that the services shall in all material respects conform to the requirements of this contract. Contractor warrants that qualified professional personnel with in-depth knowledge shall perform the services in a timely and professional manner; and that the services shall conform to the standards generally observed in the industry for similar services. Contractor warrants that the services shall be in compliance with all applicable laws, rules, and regulations.

6-10 Independent Status of Contractor

In the performance of this Contract, the parties shall be acting in their individual, corporate, or governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another. The parties intend that an independent contractor relationship shall be created by this contract. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Contractor shall not make any claim or right, privilege or benefit, which would accrue to an employee.

6-11 Notices

Any notice which is required to be given hereunder shall be deemed sufficiently given or rendered if such notice is in writing and is delivered personally or sent by certified mail, postage prepaid, return receipt requested, or by a national overnight courier service to the following addresses:

Central Area Rural Transit System, Inc.
P.O. Box 993
Soldotna, AK 99669

Any notice given hereunder by personal delivery or express mail shall be deemed delivered when received. Any properly addressed notice given herein by certified mail shall be deemed delivered when the return receipt therefore is signed, or refusal to accept the mailing by the addressee is noted thereon by the postal authorities. Either party may, at any time, change its address for the above purposes by sending a notice to the other party stating the change and setting forth the new address.

6-12 Non-Disclosure of Data

Data provided by Central Area Rural Transit System, Inc. either before or after contract award shall only be used for its intended purpose. Proposers, vendors, Contractors, and subcontractors shall not utilize or distribute the data in any form without the prior express written approval of Central Area Rural Transit System, Inc.

6-13 Non-Disclosure Obligation

While providing the work required under this contract, Contractor might encounter licensed technology, software, documentation, drawings, schematics, manuals, data, or other materials marked "Confidential," "Proprietary," or "Business Secret." Contractor shall, with regard to such information and material received or used in performance of this contract, employ practices no less than those used for the protection of Contractor's own confidential information.

The contract imposes no obligation upon Contractor with respect to confidential information which Contractor can establish that: a) was in the possession of, or was rightfully known by Contractor without an obligation to maintain its confidentiality prior to receipt from Central Area Rural Transit System, Inc. or a third party; b) is or becomes generally known to the public without violation of this contract; c) is obtained by Contractor in good faith from a third party having the right to disclose it without an obligation of confidentiality; or, d) is independently developed by Contractor without the participation of individuals who have had access to Central Area Rural Transit System, Inc. or the third party's confidential information. Contractor may disclose confidential information if so required by law, provided that Contractor notifies Central Area Rural Transit System, Inc. that the third party of such requirement prior to disclosure.

6-14 Public Disclosure Requests

Contracts shall be considered public documents and, with exceptions provided under public disclosure laws, will be available for inspection and copying by the public.

If a Contractor considers any portion of any documents which may be delivered to Central Area Rural Transit System, Inc. pursuant to this contract to be protected under the law, Contractor shall clearly identify each such item with words such as “Confidential,” “Proprietary,” or “Business Secret.” If a request is made for disclosure of any such document, Central Area Rural Transit System, Inc. will determine whether the document should be made available under the law. If the document or parts thereof are determined by Central Area Rural Transit System, Inc. to be exempt from public disclosure, Central Area Rural Transit System, Inc. will not release the exempted document. If the document is not exempt from public disclosure law, Central Area Rural Transit System, Inc. will notify Contractor of the request and allow Contractor five (5) days to take whatever action it deems necessary to protect its interests. If Contractor fails or neglects to take such action within said period, Central Area Rural Transit System, Inc. will release the document deemed subject to disclosure. By signing a contract, Contractor assents to the procedure outlined in this paragraph and shall have no claim against Central Area Rural Transit System, Inc. on account of actions taken under such procedure.

6-15 Ownership of Data

Subject to the rights granted Contractor pursuant to this agreement, all right, title and interest in and to the data collected and developed during the performance of this contract shall at all times remain the sole and exclusive property of Central Area Rural Transit System, Inc. Contractor shall surrender all such data to Central Area Rural Transit System, Inc. prior to submitting an invoice for final payment.

6-16 Changed Requirements

New federal, state, and local laws, regulations, ordinances, rules, policies, and administrative practices may be established after the date this contract is established and may apply to this contract. To achieve compliance with changing requirements, Contractor agrees to accept all changed requirements that apply to this contract and require subcontractors to comply with revised requirements as well. Changed requirements will be implemented through subsection 5-4, Contract Changes/ Change Order Procedure.

6-17 Counterparts

This contract may be signed in two (2) counterparts, each of which shall be deemed an original and which shall together constitute one (1) contract.

6-18 Contractual Relationships

No contractual relationship will be recognized under the contract other than the contractual relationship between Central Area Rural Transit System, Inc. and the Prime Contractor.

SECTION 7 - FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIREMENTS

8-1 No Obligation by the Federal Government

1. The Purchaser 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 Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
2. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

8-2 Program Fraud and False or Fraudulent Statements or Related Acts

1. 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.
2. 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. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
3. 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.

8-3 Access to Records and Reports

The following access to records requirements applies to this Contract:

Where the Purchaser is not a State but a local government and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor

agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309, 5339, or 5311.

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

The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three 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 Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

8-4 Changes to Federal Requirements

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 this contract.

8-5 Termination

a. **Termination for Convenience (General Provision)** Central Area Rural Transit System, Inc. may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid for the work it has completed consistent with its contract requirements. No contract close-out costs and lost profits shall be paid to the Contractor. Termination will be effective by written notice at least ten (10) days prior to termination date. If the Contractor has any property in its possession belonging to Central Area Rural Transit System, Inc., the Contractor will account for the same, and dispose of it in the manner Central Area Rural Transit System, Inc. directs.

b. **Termination for Default [Breach or 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, Central Area Rural Transit System, Inc. may terminate this contract for default. Termination shall be effective by serving a notice

of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid 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 Central Area Rural Transit System, Inc. 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, Central Area Rural Transit System, Inc., 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.

c. Opportunity to Cure Central Area Rural Transit System, Inc. in its sole discretion may, in the case of a termination for breach or default, allow the Contractor 10 business days 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 Central Area Rural Transit System, Inc. satisfaction the breach or default of any of the terms, covenants, or conditions of this contract within ten (10) days after receipt by Contractor of written notice from Central Area Rural Transit System, Inc. setting forth the nature of said breach or default, Central Area Rural Transit System, Inc. 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 Central Area Rural Transit System, Inc. 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 Central Area Rural Transit System, Inc. elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Central Area Rural Transit System, Inc. shall not limit Central Area Rural Transit System, Inc. remedies for any succeeding breach of that or of any other term, covenant, or condition of this contract.

e. Termination for Convenience of Default (Cost-Type Contracts) Central Area Rural Transit System, Inc. may terminate this contract, or any portion of it, by serving a notice or termination on the Contractor. The notice shall state whether the termination is for convenience of the Central Area Rural Transit System, Inc. or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from Central Area Rural Transit System, Inc., or property supplied to the Contractor by Central Area Rural Transit System, Inc. If the termination is for default, Central Area Rural Transit System, Inc. may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Central Area Rural Transit System, Inc. and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of Central Area Rural Transit System, Inc., the Contractor shall be paid as provided for in Section 8-5 (a).

8-6 Civil Rights Requirements

The following requirements apply to the underlying contract:

1. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and 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, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
 - a. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, 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. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. 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, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - b. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 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.
 - c. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,"

29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

8-7 Disadvantaged Business Enterprise (DBE) Participation

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 agency's overall goal for DBE participation is 2.3%. A separate contract goal for DBE participation has not been established for this procurement.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted 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 Central Area Rural Transit System, Inc. deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. The contractor must promptly notify the Central Area Rural Transit System, Inc., 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 Central Area Rural Transit System, Inc.

8-8 Incorporation of 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 2 CFR 200 and 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 (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

8-9 Suspension and Debarment

By signing and submitting its bid or proposal, the offeror certifies as follows:

The certification in this clause is a material representation of fact relied upon by Central Area Rural Transit System, Inc. If it is later determined that the bidder or offeror knowingly rendered an erroneous certification, in addition to remedies available to Central Area Rural Transit System, Inc., the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment, and will be grounds for Central Area Rural Transit System, Inc. to terminate the agreement. The bidder or offeror agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or offeror further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8-10 Disputes, Breaches, Defaults, or Other Litigation

Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of Central Area Rural Transit System, Inc. Executive Director. This decision shall be final and conclusive unless within five (5) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Executive Director. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Executive Director shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by Central Area Rural Transit System, Inc., 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 therefor shall be made in writing to such other party within a reasonable time 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 Central Area Rural Transit System, Inc. and the 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 State of Alaska.

Rights and Remedies - The 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 Central Area Rural Transit System, Inc. or the 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.

8-11 Disclosure of Lobbying Activities

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification

required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

8-12 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.

8-13 Seat Belt Use

The CONTRACTOR agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by: 90 (1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles.

8-14 Safe Operation of Motor Vehicles

The CONTRACTOR agrees to comply with: (1) Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225); (2) U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009; and (3) The following U.S. DOT Special Provision pertaining to Distracted Driving: (i) Safety. The CONTRACTOR agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle CONTRACTOR owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award; (ii) Recipient Size. The CONTRACTOR agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving; and (iii) Extension of Provision. The CONTRACTOR agrees to encourage its subcontractors to comply with this Special Provision, and include this Special Provision in each third-party subcontract at each tier supported with federal assistance.

8-15 Notification Related to Fraud, Waste, Abuse, or Other Legal Matters

If a current or prospective legal matter that may affect the Federal Government emerges, the Contractor must promptly notify Central Area Rural Transit System, Inc. so that it can notify the Federal Government. The Contractor must include a similar notification requirement in its Third-Party Agreements and must require each Third-Party Participant to include an equivalent provision in its sub-agreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason. Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.

ATTACHMENT A – Vendor Checklist
(Verification that all necessary documents are included)

This form must be completed and returned with the technical proposal. Failure to return this form may be cause for considering your proposal non-responsive.

	Vendor	CARTS
	Check-Off	Check-Off
Cover Letter	_____	_____
Request for Qualifications Cover Page	_____	_____
Attachment A: Vendor Checklist	_____	_____
Attachment B: Proposal Affidavit	_____	_____
Attachment C: Addendum Page	_____	_____
Attachment D: Affidavit of Non-Collusion	_____	_____
Attachment E: Compliance with Federal Lobbying Regulations	_____	_____
Attachment F: Firm Data Sheet	_____	_____
Attachment G: DBE Letter of Intent	_____	_____
Attachment H: Fee Proposal	_____	_____

ATTACHMENT B – Proposal Affidavit

The undersigned hereby declares that he/she has carefully read and examined the Advertisement, the Scope and Terms, the Specifications, Warranty, and Quality Assurance Requirements, with all supporting certificates and affidavits, for the provision of services specified.

Signed: _____

Title: _____

Company Name: _____

Subscribed and sworn to before me this ___ day of _____, 20___

Notary Public: _____

My commission expires on _____

ATTACHMENT C – Addendum Page

The undersigned acknowledges receipt of the following addenda to this RFP.

(Include the number and date for each entry.)

Addendum Number ____ Dated _____

Addendum Number ____ Dated _____

Addendum Number ____ Dated _____

Addendum Number ____ Dated _____

Addendum Number ____ Dated _____

Addendum Number ____ Dated _____

Addendum Number ____ Dated _____

Failure to acknowledge the receipt of all addenda may cause the proposal to be considered non-responsive to this Request for Qualification, which will require rejection of the proposal.

Signature

Title

____/____/____

Date

ATTACHMENT D – Affidavit of Non-Collusion

I hereby swear (or affirm) under the penalty for perjury:

1. That I am the proposer (if the proposer is an individual), a partner in the proposal (if the proposer is a partnership), or an officer or employee of the proposing corporation having authority to sign on its behalf (if the proposer is a corporation);
2. That the attached proposal has been arrived at by the proposer independently and have been submitted without collusion and without any agreement, understanding, or planned common course of action with any other vendor or materials, supplies, equipment, or service described in the Request for Qualifications, designed to limit independent proposals or competition;
3. That the contents of this bid proposal have not been communicated by the proposer or its employees or agents to any person not an employee or agent of the proposer or its surety on any bond furnished with the proposal, and will not be communicated to any such person prior to the official opening of the proposal; and
4. That I have fully informed myself regarding the accuracy of the statements made in the affidavit.

Signed: _____

Company Name: _____

Subscribed and sworn to before me this _____ day of _____, 20_____

Notary Public: _____

My Commission expires _____, 20_____

Proposer's Federal Employer Identification Number: _____

(Number used on Employer's Quarterly Federal Tax Return)

ATTACHMENT E– Certifications of Compliance with Federal Lobbying Regulations

The undersigned certifies to the best of his/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 any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
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 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 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.

By: _____
Signature of Company Official

Date: ____/____/_____

Official's Title: _____

ATTACHMENT F – Firm Data Sheet

The prime consultant is responsible for submitting the information requested below for all firms on the project team, both prime and subcontractors. All firms are to be reported on one combined sheet unless the number of firms requires the use of an additional sheet. Failure to submit complete data will result in the Expression of Interest not being considered.

Firm's Name and Address	Firm's DBE Status*	Firm's Age	Firm's Annual Gross Receipts

* Y = DBE-Certified by CARTS
 N = Not DBE-Certified by CARTS

NA = Firm Not Claiming DBE Status
 IP = DBE-Certification In-Process

ATTACHMENT G – DBE Letter of Intent

To: _____

(Name of Proposer)

The undersigned intends to perform work in connection with the above project as a DBE (circle one):

Individual _____ Corporation _____ Partnership _____ Joint Venture _____

The Disadvantaged Business Enterprise status of the undersigned is confirmed:

1. On the reference list of Disadvantaged Business Enterprises dated _____; or
2. On the attached Disadvantaged Business Enterprise Identification Statement.

The undersigned is prepared to perform the following work in connection with the above project (Specify in detail particular work items or parts thereof to be performed):

The DBE contractor will perform this work at the following price: _____

You have projected the following commencement date for such work, and the undersigned is projecting completion of such work as follows:

Items: _____

Projected Commencement Date: ____ / ____ / _____

Projected Completion Date: ____ / ____ / _____

The above work will not be sublet to a non-Disadvantaged Business Enterprise at any tier. The undersigned will enter into a formal agreement for the above work with you, conditioned upon your execution of a contract with Central Area Rural Transit System, Inc.

Name of Disadvantaged Business Enterprise: _____

By: _____

Title: _____

Date: _____

ATTACHMENT H – Fee Proposal

Part I – Preparation of Financial Statements	\$ _____
Part II – Preparation of the Audit	\$ _____
Part III – Preparation of Federal Single Audit	\$ _____
Total	\$ _____

Signature _____

Title _____

Name of Firm

Date _____