

1820 Ocean Blvd
Coos Bay, OR 97420
p (541)267-7111

COOS COUNTY AREA TRANSPORTATION DISTRICT

REQUEST FOR PROPOSALS

Accounting and Human Resources Servicer

RFP # _____

KEY RFP DATES

ISSUED: November 25, 2024

PROPOSAL DUE: January 24, 2025

INTERVIEW FINALISTS: February 17th, 2025

CONTRACT AWARD: March 10, 2025



STEBBINS & Co.

Jane Welhouse Stebbins
Attorney at Law

PO Box 119
Coos Bay, OR 97420
www.stebbinsandco.com
541-756-2066

November 27, 2024

The Coos County Area Transportation District (CCATD), is soliciting proposals from qualified firms and individuals to provide Accounting and Human Resource Services. The duration of the contract will be three years with the option by CCATD to renew for up to two additional years.

Proposals should be submitted to:

**Coos County Area Transportation District
c/o Jane Welhouse Stebbins
477 Bennett Ave., Coos Bay OR 97420
PO Box 119, Coos Bay OR 97420**

**Proposals must be submitted and received by CCATD no later than 4 pm PST
February 24th, 2025.**

Included in the information submitted should be:

- ✓ Areas of expertise
- ✓ Experience
- ✓ Proposed fee structure
- ✓ The name and address of the person(s) expected to be CCATD's primary contact

Proposers must state whether or not they are a resident bidder, as defined in ORS 279.029, and must also confirm that they will comply with all applicable laws when carrying out the contract. Economy of presentation is emphasized.

CCATD reserves the right to accept or reject any and all Proposals or any item or part thereof, or to waive any informalities or irregularities in proposals. CCATD shall have the sole discretion to determine the most responsive and responsible Proposal.

Should further information or clarification be needed, please contact me at 541-756-2066 or reception@stebbinsandco.com.

Sincerely,

JANE W. STEBBINS
E-Mail: jstebbins@stebbinsandco.com

SCOPE OF WORK

Agency Overview

The Coos County Area Transportation District is a Public Transportation Special District formed in 2019 and serves Coos County, Oregon. CCATD is funded through fare revenue, state and federal grants, advertising and other miscellaneous revenue. The Board of Directors is the policy making body of CCATD. The Board consists of seven elected officers. The term of office of each Board member is four years. The Board is comprised of the Board Chair and Vice Chair elected on a biennial basis from among the members. The officers and five other members, provide policy guidance to the General Manager. The General Manager is accountable to the Board of Directors to administer the business of CCATD.

Proposal and Award Schedule

PROPOSAL DUE: January 24th, 2025

INTERVIEW FINALISTS: February 17th, 2025

CONTRACT AWARD: March 10, 2025

Typical Duties (not exhaustive)

- Accounting system that provides for dynamic allocations including but not limited to revenue hours and revenue miles
- Accounting system that can generate customizable reports by contract and can provide for a chart of accounts that includes account-department-location-project-employee-vendor-customer
- Financial management, administration and accounting: Manages all assets for CCATD and provides full accounting and financial services, including assistance with budget preparation and cash flow management, monthly financial statements, financial reporting and analysis, accounts receivable and accounts payable. Will also provide necessary audits, tax preparation, donation receipts as required by IRS, payroll tax remittance, and ensure compliance with all federal, state, and local tax laws and regulations.
- Grants and contracts administration: Provides support related to grant development, oversight, and reporting as it relates to serving as a fiscal sponsor to CCATD, including administrative, contractual, and programmatic reporting.
- Human Resources and payroll: Provides relevant human resource policy oversight for code of conduct, conflict of interest, employee recruiting, selection, hiring, payroll, performance management and review systems, dispute resolution.

Selection Criteria

Evaluation consideration will include the following:

1. Expertise and experience in the areas of financial management and accounting, grant and contract administration, payroll and human resources.
2. Experience in the implementation of policy and state regulation with regard to labor and personnel issues in the public sector.
3. The availability of key personnel, philosophy of service, flexibility, and capacity to respond.
4. Structure and competitiveness of fees.

Evaluation Process

CCATD's Evaluation Committee will review Proposals in accordance with the selection criteria set forth. The six selection criteria shall be given equal weight by the Evaluation Committee. CCATD may conduct discussions with those firms or individuals it deems to be the most competitive. CCATD reserves the right to accept the most favorable initial Proposals. The Evaluation Committee will make recommendations to the General Manager on the basis of the above criteria. The Board of Directors has the discretion and responsibility to make the final selection.

Acceptance, Rejection, and Reservation of Rights

Selection will be made by letter of award, and the organization or individual selected will enter into a contract with CCATD.

CCATD reserves the right, in its sole discretion, to reject any or all Proposals.

In determining the most responsive Proposals, CCATD reserves the right to take into consideration any or all information supplied by the firms or obtained by CCATD in its investigation into the experience and qualifications of the firms.

CCATD reserves the right to waive informalities in the submitted Proposals.

CCATD reserves the right to select professionals for other areas not specifically mentioned in the Request for Proposals.

Execution of Contracts

Attached to the Request for Proposals is a standard CCATD contract for services. A contract may be awarded to more than one organization or individual depending on available expertise. Upon awarding a contract for services, the draft contract will be finalized. The scope of services and other terms of the contract may be modified on the basis of mutual agreement between CCATD and the organization or individual selected.

Contract Termination

Either party may cancel the written contract by giving at least 30 days advance written notice to the other party.

**AGREEMENT
BETWEEN
COOS COUNTY AREA TRANSPORTATION DISTRICT
AND**

THIS AGREEMENT is made and entered into by and between Coos County Area Transportation District ("CCATD") and _____, (hereinafter referred to as "Contractor").

RECITALS:

WHEREAS, CCATD is a Special District under Oregon law

WHEREAS, CCATD requires accounting and human resources support services and;

WHEREAS, said work cannot be performed by the regular employees of CCATD; and

WHEREAS, Contractor has represented that it has the requisite personnel and experience, and is capable of performing such services; and

WHEREAS, Contractor wishes to perform these services;

NOW, THEREFORE, it is mutually understood and agreed by CCATD and Contractor as follows:

TERMS OF AGREEMENT

ARTICLE 1. RECITALS

The recitals above are incorporated herein as if fully set forth in the Terms of Agreement.

ARTICLE 2. COMPLETE AGREEMENT

This Agreement, including the attached "Scope of Work," the Contractor's Bid and documents, all of which are incorporated herein and made applicable by reference, constitutes the complete and exclusive statement of the terms and conditions of the agreement between CCATD and Contractor and it supersedes all prior representations, understandings and communications. The invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of other terms or conditions. CCATD failure to insist in any one or more instances upon CONTRACTOR's performance of any term(s) or condition(s) of this Agreement shall not be construed as a waiver or relinquishment of CCATD's right to such performance or to future performance of such term(s) or condition(s) and Contractor's obligation in respect thereto shall continue in full force and effect. Changes hereto shall not be binding upon CCATD except when specifically confirmed in writing by an authorized representative of CCATD and issued in accordance with Article 11 hereof.

ARTICLE 3. CCATD DESIGNEE

The General Manager of CCATD, or his or her designee, shall have the authority to act for and exercise any rights of CCATD as set forth in this Agreement subsequent to, and in accordance with the authorization granted by CCATD's Board of Directors.

ARTICLE 4. SCOPE OF WORK

Contractor shall perform the work necessary to complete in a manner satisfactory to CCATD the services set forth in the attached "Scope of Work". Contractor's services are subject to final inspection and acceptance by CCATD.

ARTICLE 5. TERM OF AGREEMENT

This Agreement shall commence upon execution by both parties and shall terminate upon completion of service.

ARTICLE 6. PAYMENTS TO CONTRACTOR

For Contractor's full and complete performance of its obligations under this Agreement, CCATD shall pay Contractor for invoices submitted. Invoices shall be submitted by Contractor to CCATD Accounts Payable Office. Each invoice shall reference the purchase order issued for this project and the amount of payment requested. No invoice shall be issued prior to services performed. Payment due dates will be computed from date of invoice to date CCATD check is mailed. CCATD shall remit payment within thirty (30) days of receipt and approval of each invoice for such services.

ARTICLE 7. MAXIMUM OBLIGATION

Notwithstanding any provisions of this Agreement to the contrary, CCATD and Contractor mutually agree that CCATD's maximum cumulative payment obligation hereunder shall include all amounts payable to Contractor for its subcontracts, leases, materials and costs arising from, or due to termination of this Agreement.

ARTICLE 8. NOTICES

a) All notices hereunder and communications regarding the interpretation of the terms of this Agreement, or changes thereto, shall be effected by delivery of said notices in person or by depositing said notices in the U.S. mail, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

To:

To: CCATD, c/o
Jane W. Stebbins
PO Box 119
Coos Bay, OR 97420

b) Whenever Contractor has knowledge that any actual or potential labor dispute may delay this Agreement, Contractor shall immediately notify and submit all relevant information to CCATD. Contractor shall insert the substance of this entire clause in any subcontract hereunder, as to which a labor dispute may delay this Agreement.

ARTICLE 9. INDEPENDENT CONTRACTOR

Contractor's relationship to CCATD in the performance of this Agreement is that of an independent contractor. Contractor's personnel performing services under this Agreement shall at all times be under Contractor's exclusive direction and control and shall be employees of Contractor and not employees of CCATD. Contractor shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation and similar matters.

ARTICLE 10. PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence:

- (1) the provisions of this Agreement, including all exhibits;
- (2) the Scope of Work executed by Contractor;
- (3) all other documents cited herein or incorporated by reference.

ARTICLE 11. CHANGES

By written notice or order, CCATD may order work suspension or make changes in the general scope of this Agreement including, but not limited to, the services furnished to CCATD as described in "Scope of Work", or the time required for performance. If any such change causes an increase or decrease in the price of this Agreement, or in the time required for its performance, Contractor shall

promptly notify CCATD thereof and assert its claim for adjustment within ten (10) days after the change is ordered, and an equitable adjustment shall be negotiated. However, nothing in this clause shall excuse Contractor from proceeding immediately under the Agreement as changed.

ARTICLE 12. 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 CCATD and ODOT acting as a pass-through entity from 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.

ARTICLE 13. INSURANCE

A. During performance hereunder, Contractor shall maintain the following insurance, which shall be full-coverage insurance not subject to self-insurance provisions, and vendor shall not of its own initiative cause such insurance to be cancelled or materially changed during the term of this Agreement.

1. Professional liability insurance, including Contractual, Independent Contractors, and Personal Injury Liability; with at least the following limits of liability:
 - a. Combined single limits of liability for \$1,000,000.00 per occurrence.
2. Workers' Compensation Insurance with the limits established and required by the State of Oregon

Prior to commencement of any work hereunder, vendor shall furnish to CCATD broker-issued certificate(s) of insurance showing the required insurance coverage.

ARTICLE 14. TERMINATION

A. CCATD may terminate this Agreement for its convenience any time, in whole or in part, by giving Contractor written notice thereof. Upon said notice, CCATD shall pay Contractor its allowable costs incurred to date of termination and those allowable costs determined by CCATD to be reasonably necessary to effect such termination. Thereafter, Contractor shall have no further claims against CCATD under this Agreement.

B. CCATD may terminate this Agreement for Contractor's default if a federal or state proceeding for the relief of debtors is undertaken by and against Contractor, or if Contractor makes an assignment for the benefit of creditors, or if Contractor breaches any term(s) or violates any provision(s) of this Agreement and does not cure such breach or violation within thirty (30) days after written notice thereof by CCATD. Contractor shall be liable for any and all reasonable costs incurred by CCATD as a result of such default, including but not limited to reprourement costs of the same or similar services defaulted by Contractor under this Agreement. Such reprourement expense obligation by Contractor shall be limited to the excess over the price specified herein for such items or services.

ARTICLE 15. INDEMNIFICATION

Contractor shall indemnify, defend and hold harmless CCATD, its officers, directors, employees and agents from all losses, damages, claims for personal injury or damages to real or personal property caused by Contractor's negligence. Contractor agrees to indemnify CCATD against expenses, including reasonable attorneys' fees, and liability arising from any claim of infringement provided Contractor has the right to control the defense or settlement of any such claim.

ARTICLE 16. ASSIGNMENTS AND SUBCONTRACTING

Neither this Agreement nor any interest herein nor claim hereunder may be assigned by Contractor either voluntarily or by operation of law without the prior written consent of CCATD. Consent by CCATD shall not be deemed to relieve Contractor of its obligations to comply fully with all terms and conditions of this Agreement.

ARTICLE 17. PROMPT PAYMENT TO SUBCONTRACTORS.

Contractor must pay subcontractors for satisfactory performance of their contracts no later than 15 days from the receipt of payment made to the Contractor by CCATD.

Any delay or postponement of payment among the parties may take place only for good cause and with CCATD's prior written approval. If the Contractor determines the work of a subcontractor to be unsatisfactory, it must notify CCATD Buyer/DBE Officer immediately in writing and state the reasons. Failure by the Contractor to comply with this requirement will be construed to be a breach of contract and subject to contract termination.

ARTICLE 18. FEDERAL, STATE AND LOCAL LAWS

Contractor warrants that in the performance of this Agreement, it shall comply with all applicable federal, state and local laws, statutes and ordinances and all lawful orders, rules and regulations promulgated thereunder, as they may be amended from time to time during the term of this Agreement. Contractor's failure to so comply shall constitute a material breach of this Agreement. Specifically, and without limitation Contractor agrees to comply with these requirements:

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, 42 U.S.C. Sections 6321.

ARTICLE 19. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

CCATD 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 Agreement and shall not be subject to any obligations or liabilities to CCATD, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Agreement.

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.

ARTICLE 20. FRAUD AND FALSE OR FRAUDULENT STATEMENTS

- (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. Contractor's execution of this Agreement constitutes Contractor's certification and affirmation of the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this Agreement. In addition to other penalties that may be applicable, if Contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government has 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.

ARTICLE 21. EQUAL EMPLOYMENT OPPORTUNITY

In connection with its performance under this Agreement, Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, sex, age, religion, marital status, national origin or ancestry, physical or mental disability, medical condition, sexual orientation, or any other consideration made unlawful by federal, state or local laws. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, color, creed, sex, age, religion, marital status, national origin or ancestry, physical or mental disability, medical condition, sexual orientation, or any other consideration made unlawful by federal, state or local laws. Such actions 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. Contractor shall not permit its employees, subcontractors or agents to engage in unlawful harassment while on CCATD's property.

ARTICLE 22. PROHIBITED INTERESTS

Contractor covenants that, for the duration of this Agreement, no director, member, officer or employee of CCATD during his/her tenure in office or for one (1) year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE 23. PRIVACY ACT

Contracts involving Federal Privacy Act Requirements – The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract.

- (1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974.

5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government.

The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

- (2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

ARTICLE 24. 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 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.

ARTICLE 25. ACCESS TO RECORDS AND REPORTS

Contractor shall keep all business records relevant to this Agreement for a period of three years and permit CCATD to inspect or audit such records.

ARTICLE 26. FORCE MAJEURE

Either party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to: any incidence of fire, flood or strike; acts of God; commandeering of material, products, plants or facilities by the federal, state or local government; national fuel shortage; or material act of omission by the other party; when satisfactory evidence of such cause is presented to the other party, and provided further that such nonperformance is unforeseeable, beyond their control and is not due to the fault or negligence of the party not performing.

ARTICLE 27. DISPUTE RESOLUTION

In the event of any dispute concerning this Agreement, the parties shall, at the request of either of them, meet and confer in an effort to resolve the dispute. If the parties cannot resolve the dispute within 15 days following the initial request to meet and confer, the dispute shall be submitted to arbitration as provided in the paragraph below. Pending Final resolution of a dispute hereunder, Contractor shall proceed diligently with the performance of this Agreement.

All controversies or claims arising out of or relating to this Agreement, which are not resolved as provided in the paragraph above, including, without limitation, the making, performance, breach or interpretation of this Agreement, shall be settled by binding arbitration. Unless otherwise agreed, the arbitration shall be conducted in Coos County, Oregon in accordance with the procedures for arbitration established in and pursuant to Chapter 13 of the Oregon Uniform Trial Court Rules, as hereinafter amended, except there shall be no right to appeal the decision or award of the arbitrator or a trial de novo, and the decision of the arbitrator shall be a judgment, binding upon the parties and entered as a judgment pursuant to Chapter 36 of the Oregon Revised Statutes. Except as otherwise provided in this Agreement, unless otherwise agreed by the parties, the arbitration shall be held before a single arbitrator selected by the party responding to a request for arbitration from a list of not less than five proposed arbitrators given by the party requesting arbitration. The proposed arbitrators shall be attorneys knowledgeable in the field of business law. The parties agree that the arbitrator shall have no jurisdiction to consider evidence with respect to or render any award or judgment for punitive damages (or any other amount awarded for the purpose of imposing a penalty). The parties agree that all facts and other information relating to any arbitration arising under this Agreement shall be kept confidential to the fullest extent permitted by law. Except as otherwise provided for herein, the cost of arbitration shall be shared equally between the parties; however, the prevailing party shall be entitled to recover attorney's fees incurred in the arbitration and any litigation in circuit or appellate courts.

ARTICLE 28. DISADVANTAGED BUSINESS ENTERPRISES

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 .5%. A Separate contract goal 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 CCATD deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49CFR 26.13(b)).

ARTICLE 29. INCORPORATION OF FTA TERMS

Incorporation of Federal Transit Administration (FTA) Terms – The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any CCATD requests which would cause CCATD to be in violation of the FTA terms and conditions.

ARTICLE 30. ENERGY CONSERVATION REQUIREMENTS

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.

ARTICLE 31. CLEAN WATER REQUIREMENTS

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to CCATD and understands and agrees that CCATD will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

ARTICLE 32. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

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

The certification in this clause is a material representation of fact relied upon by Coos County Area Transportation. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Coos County Area Transportation District, the Federal Government may pursue available remedies, including but not limited to suspension requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision required such compliance in its lower tier covered transactions.

ARTICLE 33. LOBBYING

Flow Down

The lobbying requirements mandate the maximum flow down, pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5) and 49 C.F.R. Part 19, Appendix A, Section 7.

Mandatory Clause/Language

- Clause and specific language therein are mandated by 49 CFR Part 19, Appendix A. Modifications have been made to the Clause pursuant to Section 10 of the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*] - Lobbying Certification and Disclosure of Lobbying Activities for third party proposers are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.110(d) - Language in Lobbying Certification is mandated

by 49 CFR Part 19, Appendix A, Section 7, which provides that proposers file the certification required by 49 CFR Part 20, Appendix A. Modifications have been made to the Lobbying Certification pursuant to Section 10 of the Lobbying Disclosure Act of 1995. - Use of "Disclosure of Lobbying Activities," Standard Form-LLL set forth in Appendix B of 49 CFR Part 20, as amended by "Government wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.

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.] - PROPOSERS 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.

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements (*To be submitted with each bid or offer exceeding \$100,000*) The undersigned [PROPOSER] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq .)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The PROPOSER, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the PROPOSER understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Signature of PROPOSER'S Authorized Official

_____ Name and Title of PROPOSER'S Authorized Official

_____ Date

ARTICLE 34. GOVERNING LAW

This Agreement shall be construed and all disputes hereunder shall be settled in accordance with the laws of the State of Oregon.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates set forth below. This Agreement shall be effective as of the _____ day of _____, 202__.

CONTRACTOR

**COOS COUNTY AREA
TRANSPORTATION DISTRICT**

By: _____

By: _____

Date _____

Date _____