



**ST. TAMMANY PARISH**

MICHAEL B. COOPER  
PARISH PRESIDENT

**June 22, 2026**

Please find the following addendum to the below-mentioned RFP.

**Addendum No.: 2**

**RFP#: 26-6-3**

**Project Name: STAR Transit Urban Operations**

**RFP Due Date: Thursday, June 25, 2026**

**QUESTIONS & ANSWERS:**

---

Question 1. Can you please provide copies of the past twelve months of detailed invoices from your current provider?

**Answer 1. Please refer to Attachment #1.**

Question 2. Is the ability to provide a matching grant as mentioned in the RFP a requirement to submit a proposal?

**Answer 2. Proposers must demonstrate their capacity to secure local matching funds. Proposers may choose any eligible match type, provided it fully complies with FTA Circular 5010.1F guidelines.**

Question 3. Are current school bus operations throughout North America including the Greater New Orleans Area acceptable references to satisfy the requirement in Item C, qualifications and Experience?

**Answer 3. Yes, current school bus operations throughout North America, including the Greater New Orleans Area, are acceptable references to satisfy the Qualifications and Experience requirement in Item C.**

Question 4. The RFP states that the selected provider will be required to supply additional vehicles, can you provide the number and type of additional vehicles that the current provider is supplying?



## ST. TAMMANY PARISH

MICHAEL B. COOPER  
PARISH PRESIDENT

Answer 4. The current contractor provides 15 vehicles full ADA compliant vehicles.

- 2---Braun Dodge Minivans: 4 passengers; 1 wheelchair
- 11---Elkhart Coach (Ford): 12 passengers; 2 wheelchairs
- 1---StarCraft (Ford): 12 passengers; 2 wheelchairs
- 1---Elkhart Coach (Ford): 12 passengers; 6 wheelchairs

Question 5. Section G of the Financial Proposal states that pricing must remain firm for the duration of the contract, while Attachment H includes pricing for each of the three contract years and option years. Should we include our proposed price escalation in the out years?

Answer 5. The contract consists of a three-year base period followed by two optional extension years. Proposers should include any price escalations for the option years. FTA requires the two option years to be included in the evaluation process.

Question 6. Please provide the address of the property from which your current provider operates.

Answer 6. The address is 61754 Highway 434, Lacombe, LA 70445

Question 7. Please provide a copy of your current provider's executed service contract, including all amendments.

Answer 7. Please refer to Attachment #2-6.

Question 8. Turnkey Service Delivery Model (Sections 3.1 and 3.3)

The RFP indicates that the Parish will provide ten vehicles and may purchase replacement vehicles as existing vehicles reach the end of their useful life. Would the Parish consider a turnkey operating model in which the Provider supplies all operational vehicles, technology systems (including rider and driver applications, scheduling and dispatch software, reporting tools, and related technology infrastructure), operational management, maintenance, customer service, and other services necessary to deliver the STAR Transit Urban Operations program, provided all service requirements identified in the RFP are met or exceeded?

If so, please advise whether the Parish would evaluate such an approach as an acceptable alternative to the operating model described in the RFP

Answer 8. Yes. The Parish will consider all proposals.



## ST. TAMMANY PARISH

MICHAEL B. COOPER  
PARISH PRESIDENT

### Question 9. Fleet Information (Section 3.3 – Vehicles)

The RFP states that the Parish will provide ten vehicles and purchase replacement vehicles as the current fleet reaches useful life. Please provide the current fleet inventory, including year, make, model, mileage, and anticipated replacement schedule for each vehicle.

**Answer 9. Please refer to Answer 4.**

### Question 10. Current and Future Operating Budget (Sections 3.1 and 3.6)

Please provide:

- a) the current annual operating budget for STAR Transit Urban Operations, including federal, state, local, farebox, and other funding sources; and
- b) the annual operating budget assumed for this procurement.

**Answer 10. a) \$1,918,400.00**

**b) \$2.7 Million, annually.**

### Question 11. Incumbent Contract Value (Section 3.1)

What was the total compensation paid to the incumbent provider during the most recently completed fiscal year?

**Answer 11. \$2.7 Million less the provider contribution.**

### Question 12. Local Match Proposal Evaluation (Section 7.1)

The RFP indicates that approximately \$650,000 annually in additional local match should be identified or contributed by the Provider. Please clarify how the Local Match Proposal will be evaluated, including whether evaluation will consider:

- a) the amount of match identified;
- b) the certainty and documentation supporting proposed match sources;
- c) direct Provider contributions; and/or
- d) other evaluation factors.

**Answer 12. All the above**

### Question 13. Documentation of Local Match Sources (Section 7.1)

What level of documentation will be required to demonstrate the availability and commitment of proposed local match sources at the time of proposal submission?

**Answer 13. Support Documentation must clearly identify the source, amount, status (committed or pending), availability period, and any conditions associated with the contribution at the time of application, at a minimum, respondents shall provide, but not limited to:**



## ST. TAMMANY PARISH

MICHAEL B. COOPER  
PARISH PRESIDENT

- Signed commitment letters from each funding source identifying the amount committed and intended use of the funds;
- Board resolutions, budget approvals, or other official authorizations, if applicable;
- Memoranda of Understanding (MOUs) or partnership agreements for contributions from collaborating organizations;
- Documentation supporting the value of any in-kind contributions, including the methodology used to determine the value; and
- Any additional documentation necessary to verify that matching funds or in-kind contributions are committed, available, and eligible for use under the proposed project.

### Question 14. Provider Resources and Local Match Proposal (Section 7.1)

If a proposer intends to utilize provider-owned vehicles, facilities, technology platforms, charging infrastructure, or other provider resources as part of its operating approach, how should those resources be reflected within the Local Match Proposal and associated pricing forms?

**Answer 14. See Comment 13. Proposer would need to outline the value of all proposed contributions with the proper documentation.**

### Question 15. Fuel Costs (Section 3.6)

The RFP states that fuel costs will be reimbursed separately up to \$175,000 annually. If the Provider utilizes battery-electric vehicles resulting in substantially reduced fuel expenditures, would the Parish permit those budgeted fuel funds to be redirected toward additional service hours, expanded service capacity, technology enhancements, or other eligible contract services?

**Answer 15. The Parish will consider all proposals received.**

### Question 16. — Part II, *Scope of Services; Attachment H*

Please define a billable "revenue hour." Does a revenue hour run from first passenger pick-up to last passenger drop-off, or from vehicle pull-out to pull-in? Please confirm whether deadhead travel, driver breaks, fueling, and training time are excluded from billable revenue hours.

**Answer 16. Vehicle Revenue Hours (VRH) – The hours that vehicles are scheduled to or actually travel while in revenue service. Vehicle revenue hours include layover/recovery time. Vehicle revenue hours exclude:**

- Deadhead;
- Operator training;
- Vehicle maintenance testing; and
- School bus and charter services.



**ST. TAMMANY PARISH**

MICHAEL B. COOPER  
PARISH PRESIDENT

Question 17. — *Part II, Scope of Services*

The RFP states "up to 27,000 annual revenue hours." Is there a guaranteed minimum annual volume of revenue hours? How will compensation be addressed if actual hours purchased fall materially below 27,000 in any contract year?

**Answer 17. There is no minimum. The Proposer/Contract is paid for vehicle revenue services rendered.**

Question 18. — *Attachment A — Vehicles / Maintenance*

Please provide the model year, current mileage, maintenance history, and remaining warranty status for each of the ten (10) Parish-owned Starcraft buses. Given that the Provider maintains Parish vehicles at its own cost, does that obligation extend to major component failures (e.g., engine, transmission, or wheelchair-lift replacement) on vehicles approaching the end of their FTA useful life?

**Answer 18. Maintenance applies to ALL maintenance. STAR Transit follows all FTA guidelines in terms of useful life. Fleet inventory below.**

<b>3. FLEET INVENTORY</b>											
Unit Number	Year	Make	Series & Engine Size	Model	Fuel Type	ADA Accessible	W/C Cap	Current Mileage	In-Service Date	Replacement Date	Urban or Rural
16	2023	Ford	E-450/7.3L	STARCRAFT	Gas	Braun Lift	2	66410	4/26/2023	Apr-28	Urban
17	2023	Ford	E-450/7.3L	STARCRAFT	Gas	Braun Lift	6	69346	4/26/2023	Apr-28	Urban
18	2023	Ford	E-450/7.3L	STARCRAFT	Gas	Braun Lift	2	65098	4/26/2023	Apr-28	Urban
19	2023	Ford	E-450/7.3L	STARCRAFT	Gas	Braun Lift	6	67756	4/26/2023	Apr-28	Urban
20	2023	Ford	E-450/7.3L	STARCRAFT	Gas	Braun Lift	2	59159	4/26/2023	Apr-28	Urban
21	2023	Ford	E-450/7.3L	STARCRAFT	Gas	Braun Lift	2	64661	4/26/2023	28-Apr	Urban
22	2023	Ford	E-450/7.3L	STARCRAFT	Gas	Braun Lift	2	57893	5/15/2023	May-28	Urban
23	2023	Ford	E-450/7.3L	STARCRAFT	Gas	Braun Lift	2	75525	5/15/2023	May-28	Urban
24	2023	Ford	E-450/7.3L	STARCRAFT	Gas	Braun Lift	2	72315	5/15/2023	May-28	Urban
25	2023	Ford	E-450/7.3L	STARCRAFT	Gas	Braun Lift	2	64338	5/15/2023	May-28	Urban

Question 19. — *Part IV, Section 4.1 — Fuel Cap/Contribution*

- (a) How is fuel to be purchased — through Parish fuel cards or by Provider purchase reimbursed at cost as a separate invoice line item? (b) What price threshold or mechanism will constitute a fuel "spike" to be addressed on a case-by-case basis? (c) Please confirm the \$175,000 fuel contribution applies per contract year and resets annually.

**Answer 19. Reimbursement after the 175,000 annually.**

Question 20. — *Attachment A — Fares*

Please provide the current fare schedule. Are fare payments limited to cash, or may the Provider accept electronic, card, or mobile fare payment, subject to Parish Council approval? Are drivers expected to handle cash only on an exact-fare basis?



## ST. TAMMANY PARISH

MICHAEL B. COOPER  
PARISH PRESIDENT

### Answer 20. Current fare structure

- 0 to 10 miles one-way \$1.50 (\$3 round trip)
- 11 to 25 miles one-way \$2.50 (\$5 round trip)
- 26+ miles one-way \$4.00 (\$8 round trip)
- Elderly Passengers 60+ Ride FREE from 7:30 a.m. - 2:30 p.m. (with COAST registration)

The cost per trip is based on trip to one destination and return to same origin. All additional stops must be scheduled in advance. Drivers do not make unscheduled stops. Trips of 26 miles or greater are only reserved if the schedule permits.

Elderly passengers age 60 and older, the disabled, Medicare cardholders and children between the ages of six and twelve will be eligible for half fare. Children under five years of age are allowed to ride free. Passengers under the age of 17 must be escorted by a person at least 18 or older.

### Question 21. — *Part II, Scope of Services; Attachment H*

To assist Proposers in preparing accurate and competitive pricing, please provide for each of the last three (3) contract years: (a) the contracted rate per revenue hour paid to the current Provider for the urban service, and (b) the total number of passenger trips provided annually, broken down between urban and rural service if available.

**Answer 21. This RFP does not include Rural services. That is a separate contract. This RFP is for Urban only with average vehicle revenue hours of 40,000 annually.**

### Question 22. — *Part II — Local Match; Part III — Evaluation Criteria*

What documentation is required to substantiate "provided or identified" local match? Do Provider in-kind contributions (e.g., vehicles and facilities) count equally with cash contributions for purposes of the 15-point local match scoring formula? Can the Parish describe the composition of the current approximately \$722,000 annual local match?

**Answer 22. Please refer to Answers 13 & 14.**

### Question 23. — *Part II — Local Match; Attachment A — Fares; Section 5.29 — Payment*

(a) Will revenue from third-party human-service agency or Medicaid NEMT trip purchases, for trips delivered on STAR vehicles within the urban service area, be credited as eligible local match? (b) How should such third-party revenue be reflected in monthly invoicing relative to the fare provisions of Attachment A — e.g., as a credit against the monthly invoice in the same manner as passenger fares? (c) If actual third-party revenue in a given month or year falls short of the amount identified in a proposal, will such identified match be treated on an as-collected basis, or is the Provider obligated to fund the shortfall? (d) Are "provided" (committed) and "identified" (projected third-party) match sources weighted or scored differently under the 15-point local match criterion?



## ST. TAMMANY PARISH

MICHAEL B. COOPER  
PARISH PRESIDENT

Answer 23. a. Please refer to Answers 13 & 14. All proposals will be reviewed with the RFP criteria advertised.

b. Please refer to Answers 13 & 14. All proposals will be reviewed with the RFP criteria advertised.

c. The contribution submitted by the winning proposer becomes a contractual obligation and any variation would be a breach.

d. Please refer to Answers 13 & 14. All proposals will be reviewed with the RFP criteria advertised.

Question 24. — *Part I, Section 1.5.H— References*

If a Proposer has fewer than five (5) public-jurisdiction references, will the Parish accept private-sector or affiliated-company references for the remainder, or will the proposal be deemed non-responsive?

Answer 24. Listing references that are non-public would not be deemed non-responsive. The references are considered in the scoring of the proposal.

Question 25. — *Part III — Evaluation Criteria (Veterans/Hudson Initiative)*

Is the five (5) point Veterans Initiative / Hudson Initiative criterion awarded on the basis of certification alone, or proportionally to the percentage of certified small entrepreneurship participation proposed?

Answer 25. If the Proposer is Veteran Certified or Hudson Certified they will be awarded the full five (5) points. If a SubProvider is being used they will receive a .5 points for every 10% of work they are given.

Question 26. *Part IV, Section 4.2 - Performance Measurement; STPG's Responsibilities, Item 1* Section 4.2 is omitted; however, the Parish indicates it will randomly sample trips for on-time performance and other measures. Will the resulting contract contain defined on-time performance targets, trip-time standards, or liquidated damages? If so, please describe them.

Answer 26. No. All operational requirements will be outlined in the contractual agreement. The proposal should outline the contractors ability to meet the service requirements.

Question 27. — *Part II, Scope of Services*

When trip demand exceeds the budgeted service hours, what policy governs trip denials and prioritization, and will the Provider be held harmless for denials resulting from the budget limitation?

Answer 27. All policies will be part of the contract. The provider will need to provide services within the budgetary constraints. The ability to provide services should be included in the proposal.



## ST. TAMMANY PARISH

MICHAEL B. COOPER  
PARISH PRESIDENT

Question 28. — *STPG's Responsibilities — Equipment and Facilities*

The RFP states the Parish "has a variety of assets that will be available for use by the Provider." Please identify those assets. Will the incoming Provider receive the existing rider database, eligibility records, and historical trip data in time to support an October 1, 2026 service start?

**Answer 28. The main asset is the vehicles. The data would be able to be provided based on the contract with the provider.**

Question 29. — *Attachment A — Facilities*

Are the Parish-owned vehicles currently stored at a Parish facility or yard, and would that facility be available for the Provider's use or lease during the contract term?

**Answer 29. The vehicles are currently stored with the operating provider. St. Tammany does not currently have a secured site for the vehicles.**

Question 30. — *Part II — Insurance Requirements*

Please confirm the \$5,000,000 umbrella/excess liability requirement sits excess of the underlying commercial general liability, automobile liability, and employer's liability limits, and whether the requirement may be satisfied through a combination of primary and excess layers.

**Answer 30. The Excess liability is only required when the primary coverage limits do not meet the requested limits. The general, auto and employer's liability requirements can be satisfied through a combination of primary and excess layers. It must be clearly noted on the certificate which liability covers the excess liability follows.**

### ATTACHMENTS:

---

1. STAR Transit Invoice Breakout.pdf
2. Executed Contract No. 21-079.pdf
3. Executed Amendment No. 1 Contract No. 21-079.pdf
4. Executed Amendment No. 2 Contract No. 21-079.pdf
5. Executed Amendment No. 3 Contract No. 21-079.pdf
6. Executed Amendment No. 4 Contract No. 21-079.pdf

**End of Addendum # 2**

## STAR Transit Invoicing

Invoice Month	Operations Charge	Fuel Cost	Fares	Total Invoice
July-25	\$118,627.86	\$12,763.32	(\$1,598.75)	\$129,792.43
August-25	\$138,379.59	\$14,124.26	(\$1,828.75)	\$150,675.10
September-25	\$135,111.00	\$15,365.17	(\$1,757.75)	\$148,718.42
October-25	\$134,952.25	\$13,561.47	(\$1,820.00)	\$146,693.72
November-25	\$141,759.57	\$14,475.71	(\$1,977.51)	\$154,257.77
December-25	\$113,532.11	\$11,203.66	(\$1,470.25)	\$123,265.52
January-26	\$124,928.61	\$11,106.95	(\$1,681.00)	\$134,354.56
February-26	\$107,567.69	\$9,739.22	(\$1,485.50)	\$115,821.41
March-26	\$107,228.97	\$9,499.85	(\$1,505.50)	\$115,223.32
April-26	\$130,429.62	\$14,231.38	(\$1,873.50)	\$142,787.50
May-26	\$114,007.51	\$15,047.52	(\$1,739.50)	\$127,315.53
June-26	\$108,730.12	\$16,651.07	(\$1,602.25)	\$123,778.94
Totals	\$1,475,254.90	\$157,769.58	(\$20,340.26)	\$1,612,684.22

## CONTRACT FOR PROFESSIONAL SERVICES

Contract No.: 21-079

Be it known, that on this 3 day of August, 2021, the Parish of St. Tammany, through the Office of the Parish President (hereinafter sometimes referred to as the "Parish") and ST TAMMANY COUNCIL ON AGING INC, an entity qualified to do and doing business in this State and Parish (hereinafter referred to as "Provider") do hereby enter into this Contract for Professional Services under the following terms and conditions.

### 1. SCOPE OF SERVICES

Provider hereby agrees to furnish the following services:

St. Tammany Parish requires the services of a provider to operate the Parish's urban transit system within the boundaries of St. Tammany Parish. St. Tammany Parish Government will provide the contractor with ten (10) Goshen Coach Impulse vehicles (16 passenger-2 wheelchair). The provider is expected to provide additional vehicles to be utilized in the transit operations. These vehicles must meet FTA's ADA requirements. The amount of contractor vehicles to be used is at the discretion of the provider as long as the 32,000 annual revenue hours are met. The Parish will pay all fuel cost up to \$80,000 a year; amounts over \$80,000 is the responsibility of the Provider.

The Provider will provide the following services based on an hourly rate of \$59.95; not to exceed 32,000 revenue hours annually. Contract terms will be for three (3) years beginning on October 1, 2021 and expiring on September 30, 2024, plus two (2) one (1) year extension.

Provider will provide demand-response curb to curb transit service within the Parish's urbanized areas as designated by the U.S. Census Bureau. The trip must originate and terminate within these urban areas. Transit service is to be provided from 7:00 am to 5:00 pm Monday to Friday. Provider will provide up to 32,000 annual revenue hours of service. The following holidays will be observed with no service provided: New Year's Day; MLK Day, Mardi Gras, Good Friday, Memorial Day; July 4th; Labor Day; Thanksgiving Day, Day after Thanksgiving; Christmas Eve; and Christmas Day. If a holiday falls on a weekend, service will not operate on the day the holiday is officially observed.

Provider will provide or identify existing funding sources that may be used as local match for federal grant funds not to exceed \$600,000 for urban transit services.

Provider will provide suitable facilities that will accommodate all functions to be performed by the Provider within St. Tammany Parish. This includes: reservation/call center, billing department, maintenance (may be out sourced) and storage facilities as well as all furnishings, equipment, and supplies.

Provider is responsible for the provisions of employees and their work performances and shall be solely responsible for payment of all employees and/or Subcontractors' wages and benefits. Without any additional expense to the Parish, the Provider will comply with the requirements of employee liability, worker's compensation, unemployment insurance, and social security. For reasonable cause, the Parish will have the right to demand removal from the project of any personnel associated with the project, furnished by the Provider. Staff will include an Operations Manager/Director, Office Staff and Drivers. Provider's staff shall adhere to all required FTA training that are listed in the RFP.

Provider is responsible for performing all maintenance on Parish vehicles and lifts. The Provider is required to have a Preventive Maintenance (PM) Plan in place and approved by the Parish at the time of operations to ensure that vehicles are properly maintained.

Provider is to understand, comply with, and implement all required Parish/STAR Transit policies listed in the STAR Transit Policy Manual provided by St. Tammany Parish Government.

Provider is to provide monthly invoicing to the Parish by 12:00 pm on the 10th of each month. Parish staff will work with the selected provider on the specific invoicing requirements.

Provider is responsible for National Transit Database (NTD) reporting as required by FTA and it is therefore strongly recommended that the contractor use a trip scheduling and routing software that can provide detailed reports in support of this requirement.

Provider is required to provide acceptable evidence of insurance that will protect it and the Parish from claims under Workers' Compensation Acts, and from claims for bodily injury, death or property damage which may arise from the performance of services under this project. Certificates of Insurance shall be furnished to the Parish and shall provide that insurance shall not be canceled without thirty (30) days prior written notice given to the Parish. Renewal and/or revised Certificates of Insurance are to be timely provided to the Parish without prompting throughout the term of this Agreement.

Provider will be part of the St. Tammany Parish Government Emergency Operations Plan. In the

event of an evacuation, St. Tammany Parish officials reserve the right to call upon the Provider to utilize equipment, personnel, and resources to assist with the Parish's evacuation efforts. In the event of a Disaster Declaration, the Provider's employees must be available to assist with evacuation efforts.

Further details of the work and responsibilities of the contractor will be provided in the RFP documents, a copy of which will be maintained by the Department of Grants and the Purchasing Department. The parties are bound to these details and responsibilities as if copied herein in exenso. The maximum cost of this work will be \$1,918,400.00. Payments will be made as billed by the Contractor and approval by the Department. Contractor agrees to update, provide and/or substantiate all applicable policies of insurance and bonding, as is required and/or requested by the Parish.

## **2. DOCUMENTS**

- A.** The Provider shall furnish sufficient sets of plans, specifications and Contract documents.
- B.** All data collected by the Provider and all documents, notes, drawings, tracings, and files shall remain the property of the Parish except as otherwise provided herein. The Provider shall furnish to the Parish copies of any project documents requested by the Parish.
- C.** The Parish shall furnish without charge all standard plans and specifications and any other information which the Parish now has in its files which may be of use to the Provider. Provider has the duty to and must confirm and verify all information contained therein.
- D.** The Provider shall use the most current version of the standard forms of documents adopted and specified by the Parish in the performance of the Contract, all as of the date of the signing of this Contract. Notwithstanding anything to the contrary in any other provision of this Contract, none of the Contract documents provided by the Parish are or will become the property of the Provider but shall remain the property of the Parish to the extent the Parish has a property interest therein.
- E.** Notwithstanding any Section hereinafter, there will be retention of all related records as follows:
  - 1) All records, reports, documents and other material delivered or transmitted to Provider by Parish shall remain the property of Parish, and shall be returned by Provider to Parish, at Provider's expense, at termination or expiration of this Contract. All records, reports, documents, exhibits or other material related to this Contract

and/or obtained or prepared by Provider in connection with the performance of the services contracted for herein shall become the property of Parish, and shall, upon request, be returned by Provider to Parish, at Provider's expense, at termination or expiration of this Contract.

- 2) The Parish and Provider acknowledge and agree that the Parish has the right to review all records, reports, worksheets or any other material of either party related to this Contract. Provider further agrees that Provider will furnish to the Parish, upon request, copies of any and all records, reports, worksheets, bills, statements or any other material of Provider or Parish related to this Contract.
- 3) Provider shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and shall make such materials available at its offices at any reasonable time for inspection and copying by the Parish.
- 4) Provider shall retain all of its records and supporting documentation applicable to this Contract with the Parish for a period of three (3) years after termination of the Contract, except as follows:
  - a. Records that are subject to audit findings shall be retained for three (3) years after such findings have been resolved.
  - b. All such records and supporting documentation shall be made readily available, upon request, for inspection, copying or audit by representatives of the Parish. In the event the Provider goes out of existence, it shall turn over to the Parish all of its records relating to this Contract to be retained by the Parish for the required period of time.

F. In the event there is re-use of any documents created by Provider, Provider invokes the protections afforded it as per La. Revised Statute R.S. 38:2317.

G. All of Provider's pre-existing or proprietary computer programs, software, information, standard details or material developed by Provider outside of this agreement shall remain the exclusive property of the Provider.

### **3. PAYMENT OF ALL FEES AND ALL EXPENSES**

This Section shall apply to all payments that may be due Provider by Parish. The Payment Schedule is set forth in Section I, above.

A. IF ON AN HOURLY BASIS:

- 1) Provider agrees to submit, at the end of each calendar month, a written and detailed itemization of all work performed listing time by date the work performed by hours with specific reference to the nature of the work performed (e.g., drafting of plans, review of files, etc.). All invoices submitted covering services rendered on an hourly basis shall include time sheets showing actual hours worked by each individual delineated incrementally to the tenth of the hour, their name, classifications, and a detailed description of the work performed.
- 2) Unless otherwise authorized in writing, Provider will not be paid for research, or for photocopies at more than \$0.15 (fifteen cents) per copy for copies less than 11" x 17" and copies larger than 11" x 17" shall be charged on a reasonable basis.
- 3) There shall be no fees charged by nor paid to Provider for consultation with the Parish, secretarial time, attendance at public meetings, and/or travel time for consultation with the Parish, unless specifically provided for in the Scope of Work to be performed, without the express written pre-approval of the Parish.
- 4) Invoices for services shall be submitted by Provider to the Director of the Department within the Parish issuing the work for review and approval.
  - (a) All invoices must indicate the Parish Purchase Order Number and Work Order Number.
  - (b) All billings by Provider for services rendered shall be submitted in writing.
  - (c) Provider shall be reimbursed for reasonable out-of-pocket expenses. Any out-of-pocket expense in excess of \$250.00 shall be pre-approved by the Parish. Failure by Provider to obtain pre-approval from the Parish of expenditures in excess of \$250.00 shall constitute grounds for denial of payment for that expense.
  - (d) Out of state or parish travel time is billable as services only and specifically at the direction and convenience of the Parish, if it is performed during normal working hours, and if it does not cause service charges for the day to exceed eight hours. Such travel time must be pre-approved, in writing, by the Parish.

(e) Provider hereby agrees that it shall be solely responsible for the payment of all applicable local, state and, federal taxes on the funds it receives under this Contract.

- 5) The Parish agrees to make payment to Provider for services upon receipt and approval of each invoice. The Parish will pay Provider the amount due and payable within thirty (30) days of receipt, unless a conflict results in a delay of payment. Upon receipt of each invoice, the Parish shall have the right and opportunity to review, confirm or otherwise determine the accuracy of each invoice and performance of service. In the event that the Parish disputes or otherwise may question the accuracy of each invoice or quality of all work performed in connection with an invoice, the Parish may withhold full or partial payment of any invoice until a successful and satisfactory resolution can be reached between the Parties. Parish agrees to not unreasonably withhold payments of any invoice.
- 6) Other than the fee schedule herein, there will be absolutely no additional fees due Provider to cover its overhead costs, general expenses, capital expenses, expenses for principal/branch/ field offices, employees salaries, direct and indirect costs, additional costs or profit of any nature whatsoever in excess of the previously agreed hourly rate.

**B. IF ON A LUMP SUM BASIS:**

Where there is payment based upon a lump sum fee for all required for this project, the Parish shall pay the Provider a lump sum fee at the conclusion of the project and acceptance by the Parish, unless other terms are negotiated and agreed upon by both Parties in the Scope.

**C. IF ON OTHER BASIS**

If there is any other payment method, other than hourly or lump sum, the terms shall be specified in Section I (Scope of Services) above.

**4. NON-ASSIGNABILITY**

Provider shall not assign nor transfer any interest in this Contract (whether by assignment or novation) without prior written consent of the Parish. Failure to obtain the prior written consent

of the Parish may be grounds for termination of this Contract. Claims for money due or to become due to the Provider from the Parish under this Contract may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the Parish.

## **5. BUDGET LIMITATION**

- A. The Parish shall determine the budget for this project, and the Parish shall advise the Provider of the budget limitation in writing. The Provider shall use its best judgment and expertise to design this project within the proposed budget. Any subsequent budget revisions shall be confirmed in writing.
- B. It is the responsibility of the Provider to advise the Parish in advance if Contract funds or Contract terms may be insufficient to complete Contract objectives. Provider understands and specifically warrants that it assumes the sole responsibility to advise the Parish in advance if Contract funds or Contract terms may be insufficient to complete Contract objectives. In providing opinions of probable construction cost, the Parish understands that the Provider has no control over costs and price of labor, equipment or materials or over the general Provider's method of pricing, and that the opinion of probable costs provided herein are made on the basis of the Provider's qualifications and experience.
- C. The continuation of this Contract is contingent upon the appropriation of funds by the Parish to fulfill the requirements of the Contract. If the Parish fails to appropriate sufficient monies to provide for the continuation of this or any other related Contract, or if such appropriation is reduced by the veto of Parish President by any means provided in the appropriations Ordinance to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Contract, the Contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

## **6. NOTICE TO PROCEED**

The Parish, or a Department Director, shall issue the Provider a Notice to Proceed in writing. This notice shall include the Work Order Number, Purchase Order Number, and instructions to undertake the services stated herein. The Provider shall commence the services within ten (10) days after receipt of such notification, unless a shorter time period has been provided in the scope of services, or in emergency situations. The work necessary for the completion of each task shall be completed promptly following the Provider's receipt of the Notice to Proceed. If the Parish desires to divide the Project into various parts, a Notice to Proceed shall be issued for each

part, and the Parish and the Provider shall mutually agree upon the period of time within which services for each part of the Project shall be performed. The Provider will be given time extensions for delays beyond its control, or for those delays caused by tardy approvals of work in progress by various official agencies, but no additional compensation shall be allowed or due Provider for such delays caused by the Provider.

## **7. INSURANCE**

The Provider shall secure and maintain at its expense such insurance as may be required by the attached "Insurance Requirements". It is specifically understood that this agreement shall not be effective until such time as all insurance requirements are met by the Provider and approved by the Parish.

## **8. OTHER TERMS AND CONDITIONS**

- A. The Provider shall, at all times during the term of this Contract, maintain valid Louisiana licenses and commissions as are customarily required of such a Provider, including but not limited to those that may be required by this State and/or Parish. The Provider agrees to renew and or keep current all licenses and commissions herein. The Provider agrees to maintain a copy of all such licenses or commissions on file at all time and make same available for review as may be reasonably requested by the Parish of St. Tammany.
- B. The professional and technical adequacy and accuracy of designs, drawings, specifications, documents, and other work products furnished under this Contract will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession in St. Tammany Parish. In the event the Parish must have work performed on a construction Contract via a Change Order resulting from an error or omission by the Provider, the Provider shall provide, at no cost to the Parish, all professional services attributable to that Change Order. This is in addition to Parish's right to recover from Provider any damages for its errors and omissions.
- C. To the fullest extent permitted by law, Provider shall indemnify and hold harmless the St. Tammany Parish Government, its elected and appointed officials, departments, agencies, boards and commissions, their officers, agents, servants, employees including volunteers, from and against any and all claims, demands, suits, costs, liabilities or judgments for sums of money, and fines or penalties asserted by any party, firm or organization for loss of life, injury or damages to persons or property, growing out of, resulting from, or by reason of any acts, errors, and/or omissions, by Provider, its agents, servants or employees, and subcontractors, as well as any and all costs, expenses and/or attorney fees incurred as a result of any claims, demands, and/or causes of actions that

arise while engaged in connection with the services required to be performed by the Provider under this Contract. Provider further agrees to pay all reasonable expenses and attorneys' fees incurred by the Parish in establishing the right to indemnity pursuant to the provisions in this Contract.

- D. This Contract shall be binding upon the successors and assigns for the Parties hereto.
- E. This Contract represents the entire Contract between Parish and Provider.
- F. This Contract is made under the Laws of the State of Louisiana, and for all purposes shall be interpreted in its entirety in accordance with the laws of said State. The Provider hereby agrees and consents to the jurisdiction of the courts of the State of Louisiana over its person. The Parties hereto agree that the sole and exclusive venue for all lawsuits, claims, disputes, and other matters in question between the Parties to this Contract or any breach thereof shall be in the 22<sup>nd</sup> Judicial District Court for the Parish of St. Tammany, State of Louisiana. It is also understood and agreed that the laws and ordinances of St. Tammany shall apply.
- G. In the event that the Provider modifies the Parish's Contract documents without the expressed prior written consent of the Parish, the Provider shall indemnify and hold harmless the Parish from any claims, lawsuits, or damages that arise out of or are attributable to the modification. This indemnification and hold harmless obligation shall include not only the damages suffered by the Parish but also all reasonable expenses including, but not limited to, any and all litigation or other dispute resolution costs and any and all professional fees incurred by the Parish as a result of the Provider's deviation from the Parish's Contract documents, or fees incurred by the Parish in establishing the right to indemnity pursuant to the provisions in this Contract.
- H. Provider agrees to a covenant against contingent fees. Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Provider, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Parish shall have the right to annul this Contract without liability.
- I. This Contract may be amended only by mutual written consent of the respective Parties.

- J. Third Party Beneficiary: it is specifically agreed by and between the Parties to this Contract that no person or party is intended, deemed, considered, or construed to be a third party beneficiary of this Contract.
- K. Neither party will be liable for failure to fulfill its obligations when due to causes beyond its reasonable control.
- L. Any failure or delay by either party in exercising any right or remedy will not constitute a waiver of such right or remedy.
- M. Severability: if any provision or item in this Contract is held invalid or unenforceable for any reason, then such invalidity or unenforceability shall not affect other provisions or items of this Contract. In such event, the remaining portions shall be given full force and effect without the invalid provision or item, and to this end the provisions or items of this Contract are hereby declared severable.
- N. It is specifically understood that the terms "agreement" and "Contract" may be used interchangeably. It is specifically understood that the terms "Owner", "Director" and "Parish" and "the Parish of St. Tammany" may be used interchangeably.
- O. Conflict of Interest: it is understood and agreed between the Parties hereto that Provider is not retained exclusively by the Parish but that the Parish may be retain other Providers during the term of this Contract. In the event of reasonably known conflicts of interest or potential conflicts of interest between the Parish and other Parties who have engaged Provider, the Provider agrees to make full disclosure of the same, and that they will take no action on behalf of any other client directly adverse to the Parish, nor will Provider take any action on behalf of the Parish directly adverse to any other client.
- P. Provider warrants that Provider is qualified to perform the intended purposes of this agreement. In the event that Provider becomes not fit nor qualified for any reason whatsoever, then Provider agrees to withdraw from work herein at no cost to the Parish. In the event that the Parish determines that Provider is not suited for Parish purposes or otherwise fails to represent Parish policies to the satisfaction of the Parish, then Provider agrees to withdraw from this agreement.
- Q. Provider specifically agrees and understands that Provider shall not maintain or otherwise claim that it possesses any security interest in any aspect of the work that forms the basis of this agreement.

- R. Provider agrees to ensure that its personnel are, at all times, educated and trained, and further, that Provider and its personnel will perform all work and services as would a reasonably-related Provider in St. Tammany Parish.
- S. Provider agrees to perform all services in a workmanlike and professional manner. Provider recognizes and understands that time is of the essence. Provider agrees to perform and provide services in accordance with this agreement and all incorporated attachments.

## 9. TERMINATION, CANCELLATION, AND SUSPENSION

### A. Termination

The term of this Contract shall be binding upon the Parties hereto until the work has been completed by the Provider and accepted by the Parish, and all payments required to be made to the Provider have been made. But, this Contract may be terminated upon thirty (30) days written notice under any or all of the following conditions:

- 1) By mutual agreement and consent of the Parties hereto;
- 2) By the Parish as a consequence of the failure of the Provider to comply with the terms, progress, or quality of the work in a satisfactory manner, proper allowances being made for circumstances beyond the control of the Provider;
- 3) By either party upon failure of the other party to fulfill its obligations as set forth in this Contract;
- 4) By the Parish with less than thirty (30) days notice due to budgetary reductions and changes in funding priorities by the Parish;
- 5) In the event of the abandonment of the project by the Parish.

Upon termination, the Provider shall be paid for actual work performed prior to the Notice of Termination, either based upon the established hourly rate for services actually performed, or on a pro-rata share of the basic fee based upon the phase or percentage of work actually completed, depending on the type of compensation previously established under this Contract.

Upon Termination, the Provider shall deliver to the Parish all original documents, notes, drawings, tracings, computer files, and other files pertaining to this Contract or the Work performed, except for the Provider's personal and administrative files.

**B. Cancellation**

The continuation of this Contract is contingent upon the appropriation of funds to fulfill the requirements of the Contract by the Parish. If the Parish fails to appropriate sufficient monies to provide for the continuation of this or any other Contract, or if such appropriation is reduced by the veto of Parish President by any means provided in the appropriations Ordinance to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Contract, the Contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated. It is understood and agreed that paragraph (9)(C) below may preempt this paragraph, all at the exclusive and unilateral option of the Parish.

**C. Suspension**

Should the Parish desire to suspend the work, but not definitely terminate the Contract, the Parish shall supply the Provider with thirty (30) days notice. The Parish will also supply Provider thirty (30) days notice that the work is to be reinstated and resumed in full force. Provider shall receive no additional compensation during the suspension period. The Parties may revisit the terms of this Contract during the suspension period. The suspension shall not exceed six (6) months, unless mutually agreed upon between the Parties.

**D.** In the event of a default and/or breach of this agreement and this matter is forwarded to legal counsel, then the prevailing party may be entitled to collect a reasonable attorney fees and all costs associated therewith whether or not litigation is initiated. Attorney fees shall be based upon the current, reasonable prevailing rate for counsel in the private sector. The Parties agree to be responsible for such attorney fees, together for all with legal interest from date of agreement breach, plus all costs of collection.

**E.** Termination or cancellation of this agreement will not affect any rights or duties arising under any term or condition herein.

**F.** As to the filing of voluntary or involuntary bankruptcy by Provider, Provider agrees that if any execution or legal process is levied upon its interest in this Contract, or if any liens or privileges are filed against its interest, or if a petition in bankruptcy is filed against it, or if it is adjudicated bankrupt in involuntary proceedings, or if it should breach this Contract in any material respect, the Parish shall have the right, at its unilateral option, to immediately cancel and terminate this Contract. In the event that Provider is placed in any chapter of bankruptcy, voluntarily or involuntarily, or otherwise triggers any provision of the preceding sentence herein, it is understood and agreed that all materials,

goods and/or services provided shall be and remain the property of the Parish. All rights of Provider as to goods, wares, products, services, materials and the like supplied to Parish shall be deemed forfeited.

## **10. AUDITORS**

Notwithstanding other Sections herein, Provider shall maintain all records for a period of three years after the date of final payment under this Contract. It is hereby agreed that the Parish Department of Finance or its designated auditor shall have the sole, unilateral and exclusive option of auditing all accounts of Provider which relate to this Contract. Such audit may be commenced at any reasonable time. Provider agrees not to delay, retard, interrupt or unduly interfere with commencement and completion of such an audit. If in the exclusive and unilateral opinion of the Parish that Provider delays, retards, interferes with or otherwise interrupts such an audit, the Parish may seek such relief as per law. In such an event, Provider agrees to be liable for all reasonable attorney fees, costs of auditors, court costs, and any other reasonably related expenses with such litigation.

## **11. TERM OF CONTRACT**

- A. The effective date of this agreement shall begin on the date of the Parish President's signature or acceptance of the Provider's insurance carrier, whichever occurs last. Notwithstanding the foregoing, in no event, shall this Contract be valid until it has been approved in writing by the Parish President or his designee.
  
- B. This Professional Services Contract shall terminate as follows:
  - 1) As per the terms and conditions of Paragraph 9 hereinabove, or;
  - 2) As per operation of law, or;
  - 3) As agreement between the Parties, or;
  - 4) Upon the satisfactory completion of all services and obligations described herein, or;
  - 5) As per the Parish Charter, under Section 5-06(B).

## **12. DISCRIMINATION CLAUSE**

Provider agrees to comply with the Americans with Disabilities Act of 1990 and any current amendments thereto. All individuals shall have equal access to employment opportunities available to a similarly suited individual. Provider agrees not to discriminate in its employment practices, and will render services under this Contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Provider, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Contract. Provider agrees to abide by the requirements of

all local, state, and/or federal law, including but not limited to the following: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and the requirements of the Americans with Disabilities Act of 1990. Provider warrants and guarantees that it is an Equal Employment Opportunity employer. In all hiring or employment made possible by or resulting from this Contract, there shall not be any discrimination against any person because of race, color, religion, sex, national origin, disability, age or veterans status; and where applicable, affirmative action will be taken to ensure that Provider's employees are treated equally during employment without regard to their race, color, religion, sex, national origin, disability, age, political affiliation, disabilities or veteran status. This requirement shall apply to 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. All solicitations or advertisements for employees shall state that all applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, disability, age or veteran status.

### **13. INDEPENDENT CONTRACTOR**

- A. While in the performance of services or carrying out obligations herein, the Provider shall be acting in the capacity of an independent contractor (as defined in LA R.S. 23:1021(7)), and not as an employee of the Parish. Nothing herein shall create a partnership between the Provider and the Parish. The Parish shall not be obliged to any person, firm or corporation for any obligations of the Provider arising from the performance of its services under this agreement. The Provider shall not be authorized to represent the Parish with respect to services being performed, dealings with other agencies, and administration of specifically related contracts, unless done so in writing by the Parish.
  
- B. Provider hereby agrees to be responsible for payment of taxes from the funds thus received under this Contract. Provider agrees to be responsible for and to pay all applicable federal income taxes, federal social security tax (or self-employment tax in lieu thereof) and any other applicable federal or state unemployment taxes. Provider agrees to indemnify and hold the Parish harmless for any and all federal and/or state income tax liability, including taxes, interest and penalties, resulting from the Parish's treatment of Provider as independent contractor. Provider further agrees to reimburse Parish for any and all costs it incurs, including, but not limited to, accounting fees and legal fees, in defending itself against any such liability.

C. Provider acknowledges Exclusions of Workmen's Compensation and/or Unemployment Coverage.

#### **14. NOTICES**

All notices shall be by certified mail, return receipt requested, and sent to the following individuals at the following addresses. Changes of person and addresses are to be exchanged in a like manner:

**Parish of St. Tammany:** Office of the Parish President  
P.O. Box 628  
Covington, La. 70434  
(985) 898-2700

**Provider:** ST TAMMANY COUNCIL ON AGING INC  
72060 RAMOS AVE  
COVINGTON, LA 70433

#### **15. RECORDATION OF CONTRACT**

Provider authorizes Parish to deduct from any payment due herein costs for recordation of this Contract in full or an excerpt hereof, or any revisions or modifications thereof as required by law. Provider agrees to execute an excerpt or extract of this agreement for recordation purposes. If Provider fails to execute such an excerpt, then the Parish shall file and record the entire Contract and all attachments at the expense of Provider and Parish is hereby authorized to deduct all related costs from any proceeds due to the Provider.

**16. AUTHORITY TO ENTER CONTRACT**

The undersigned representative of Provider warrants and personally guarantees that he/she has the requisite and necessary authority to enter and sign this Contract on behalf of the corporate entity, partnership, etc. The undersigned Parties warrant and represent that they each have the respective authority and permission to enter this Contract. In the event that Provider is a member of a corporation, partnership, LLC, LLP, or any other juridical entity, the Parish requires, as an additional provision, that Provider supplies a certified copy of a corporate resolution authorizing the undersigned to enter and sign this Contract.

This Contract is executed in **Three (3)** originals. IN TESTIMONY WHEREOF, they have executed this agreement, the date(s) written below.

**WITNESSES:**

Ginger Bruce  
Signature

Ginger Bruce  
Print Name

Deidra L. Chiasson  
Signature

Deidra L. Chiasson  
Print Name

**PROVIDER:**

Julie Agan  
Signature

Julie Agan  
Print Name

Exec. director  
Title

1/28/21  
Date

**WITNESSES:**

Amy M Laborde  
Signature  
Amy M. Laborde

Print Name  
Laurene Ojeda  
Signature

Laurene Ojeda  
Print Name

**ST. TAMMANY PARISH  
GOVERNMENT:**

Michael B. Cooper  
Michael B. Cooper  
Parish President

08/03/2021  
Date

**APPROVED BY:**

[Signature]  
Assistant District Attorney- Civil Division

8/2/2021  
Date

**AMENDMENT TO CONTRACT AGREEMENT  
BY AND BETWEEN THE PARISH OF ST. TAMMANY GOVERNMENT  
AND  
ST TAMMANY COUNCIL ON AGING INC**

**Contract No.:21-079, Amendment No.:1**

Be it known, that on this 14 day of August, 2023, the Parish of St. Tammany Government, through the Office of the Parish President (hereinafter sometimes referred to as the "Parish") and ST TAMMANY COUNCIL ON AGING INC, an entity qualified to do and doing business in this State and Parish (hereinafter sometimes referred to as "Provider") do hereby enter into this Amendment No.:1 to Contract No.:21-079 for STAR transit Urban Operations 2021. This Contract Amendment supersedes the previous Contract only where any conflict exists. This Amendment controls any conflicts of any term or condition. This Amendment is designed to only include additional terms and conditions. To that extent, this Contract Amendment is not intended as a novation of the remaining terms and conditions of the original documentation.

**SCOPE OF SERVICES**

The scope of the previous Contract is hereby modified hereinafter;



**WITNESSES:**

Deidra L. Chiasson  
Signature

Deidra L. Chiasson  
Print Name

[Signature]  
Signature

L. Card Covington  
Print Name

**PROVIDER:**

[Signature]  
Signature

Julie Agen  
Print Name

Exec. Director  
Title

7/28/23  
Date

**WITNESSES:**

[Signature]  
Signature

Sarah Meyer  
Print Name

[Signature]  
Signature

Amy M. Laborde  
Print Name

**ST. TAMMANY PARISH  
GOVERNMENT:**

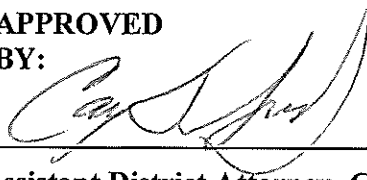
[Signature]

Michael B. Cooper  
Parish President

08/14/2023  
Date

**APPROVED**

**BY:**

A handwritten signature in black ink, appearing to read 'Cay S. [unclear]', written over a horizontal line.

**Assistant District Attorney- Civil  
Division**

A handwritten date '8/10/2023' written in black ink over a horizontal line.

**Date**

**AMENDMENT TO CONTRACT AGREEMENT  
BY AND BETWEEN THE PARISH OF ST. TAMMANY GOVERNMENT  
AND  
ST TAMMANY COUNCIL ON AGING INC**

**Contract No.:21-079, Amendment No.:2**

Be it known, that on this 8 day of October, 2024, the Parish of St. Tammany Government, through the Office of the Parish President (hereinafter sometimes referred to as the "Parish") and ST TAMMANY COUNCIL ON AGING INC, an entity qualified to do and doing business in this State and Parish (hereinafter sometimes referred to as "Provider") do hereby enter into this Amendment No.:2 to Contract No.:21-079 for STAR transit Urban Operations 2021. This Contract Amendment supersedes the previous Contract only where any conflict exists. This Amendment controls any conflicts of any term or condition. This Amendment is designed to only include additional terms and conditions. To that extent, this Contract Amendment is not intended as a novation of the remaining terms and conditions of the original documentation.

**SCOPE OF SERVICES**

The scope of the previous Contract is hereby modified hereinafter;

The Parish requires Amendment No.: 2 to Contract No.: 21-079 between the Parish and St Tammany Council on Aging Inc. for STAR Transit Urban Operations 2021. The Parish is amending the Contract scope as follows:



**WITNESSES:**

Dick L. Ch...  
Signature

Dick L. Ch...  
Print Name

Lisa Bourgeois  
Signature

LISA Bourgeois  
Print Name

**PROVIDER:**

G. W. Kudel  
Signature

Amy W. Kudel  
Print Name

Executive Director  
Title

09/30/2024  
Date

**WITNESSES:**

Sarah Meyer  
Signature

Sarah Meyer  
Print Name

Rene Dutruch  
Signature

Rene' Dutruch  
Print Name

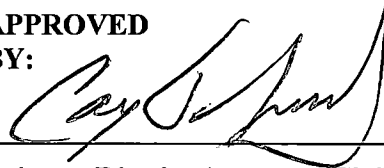
**ST. TAMMANY PARISH  
GOVERNMENT:**

Michael B. Cooper  
Michael B. Cooper  
Parish President

10/08/2024  
Date

**APPROVED**

**BY:**



**Assistant District Attorney- Civil  
Division**

10/7/2024

**Date**

### **FTA MANDATORY PROVISIONS**

Bidders are required to note that St. Tammany Parish is an FTA (Federal Transit Authority) grant recipient and that FTA funds will be used to complete this project. Bidders and Contractors must adhere to any and all terms and conditions required by FTA. **All bids and contracts must contain the applicable certifications, duly executed, which are contained in the following document. Failure to do so may result in St. Tammany Parish's refusal to consider the proposal or bid.**

Upon thirty (30) days of written request by the Parish, Contractor shall provide a signed certification statement that it has complied with any and all FTA requirements included but not limited to the FTA Clauses. Should there be any claims made by FTA for reimbursement of funds due to the negligence, whether intentional or not, fault or inaction of Contractor or its employees, agents, subcontractors or assigns, Contractor shall be liable to the Parish for any and all damages it sustains, including, but, not limited to, the amount of the reimbursement claim, the inability to obtain future grant funds and any and all other damages sustained by the Parish.

It is mandatory that any and all contracts entered into by contractor with subcontractors include the appropriate FTA clauses. Prior to execution of the subcontract, Contractor shall provide the Parish with a copy of the proposed contract with the subcontractor so that the Parish can review same for compliance with this section.

**FEDERAL TRANSIT ADMINISTRATION**  
**Appendix 1**  
**TABLE OF CONTENTS (Appendix 1 - Governing Documents)**

**A.1 - Federally Required and Other Model Contract Clauses**

1. Fly America Requirements
2. Buy America Requirements
3. Charter Bus and School Bus Requirements
4. Cargo Preference Requirements
5. Seismic Safety Requirements
6. Energy Conservation Requirements
7. Clean Water Requirements
8. Bus Testing
9. Pre-Award and Post Delivery Audit Requirements
10. Lobbying
11. Access to Records and Reports
12. Federal Changes
13. Bonding Requirements
14. Clean Air
15. Recycled Products
16. Davis-Bacon and Copeland Anti-Kickback Acts
17. Contract Work Hours and Safety Standards Act
18. [Reserved]
19. No Government Obligation to Third Parties
20. Program Fraud and False or Fraudulent Statements and Related Acts
21. Termination
22. Government-wide Debarment and Suspension (Nonprocurement)
23. Privacy Act
24. Civil Rights Requirements
25. Breaches and Dispute Resolution
26. Patent and Rights in Data
27. Transit Employee Protective Agreements
28. Disadvantaged Business Enterprises (DBE)
29. [Reserved]
30. Incorporation of Federal Transit Administration (FTA) Terms
31. Drug and Alcohol Testing
32. Prompt Payment

**1. FLY AMERICA REQUIREMENTS**  
**49 U.S.C. § 40118**  
**41 CFR Part 301-10**

**Applicability to Contracts**

The Fly America requirements apply to the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the FTA will participate in the costs of such air transportation. Transportation on a foreign air carrier is permissible when provided by a foreign air carrier under a code share agreement when the ticket identifies the U.S. air carrier's designator code and flight number. Transportation by a foreign air carrier is also permissible if there is a bilateral or multilateral air transportation agreement to which the U.S. Government and a foreign government are parties and which the Federal DOT has determined meets the requirements of the Fly America Act.

**Flow Down Requirements**

The Fly America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

**Model Clause/Language**

The relevant statutes and regulations do not mandate any specified clause or language. FTA proposes the following language.

**Fly America Requirements**

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

---

**2. BUY AMERICA REQUIREMENTS**  
**49 U.S.C. 5323(j)**  
**49 CFR Part 661**

**Applicability to Contracts**

The Buy America requirements apply to the following types of contracts: Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than \$100,000).

**Flow Down**

The Buy America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance. The \$100,000 threshold applies only to the grantee contract, subcontracts under that amount are subject to Buy America.

**Mandatory Clause/Language**

The Buy America regulation, at 49 CFR 661.13, requires notification of the Buy America requirements in FTA-funded contracts, but does not specify the language to be used. The following language has been developed by FTA.

**Buy America** - The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in

FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

**Certification requirement for procurement of steel, iron, or manufactured products.**

*Certificate of Compliance with 49 U.S.C. 5323(j)(1)*

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 C.F.R. Part 661.5.

Date September 30, 2024  
Signature W. Kudel  
Company Name St. Tammany Council on Aging  
Title Executive Director

*Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)*

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date \_\_\_\_\_  
Signature \_\_\_\_\_  
Company Name \_\_\_\_\_  
Title \_\_\_\_\_

**Certification requirement for procurement of buses, other rolling stock and associated equipment.**

*Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C).*

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 C.F.R. Part 661.11.

Date September 30, 2024  
Signature W. Kudel  
Company Name St. Tammany Council on Aging  
Title Executive Director

*Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)*

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11, but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 CFR 661.7.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

**3. CHARTER BUS REQUIREMENTS**

**49 U.S.C. 5323(d)  
49 CFR Part 604**

**Applicability to Contracts**

The Charter Bus requirements apply to the following type of contract: Operational Service Contracts.

**Flow Down Requirements**

The Charter Bus requirements flow down from FTA recipients and subrecipients to first tier service contractors.

**Model Clause/Language**

The relevant statutes and regulations do not mandate any specific clause or language. The following clause has been developed by FTA.

**Charter Service Operations** - The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

**3. SCHOOL BUS REQUIREMENTS**

**49 U.S.C. 5323(F)  
49 CFR Part 605**

**Applicability to Contracts**

The School Bus requirements apply to the following type of contract: Operational Service Contracts.

**Flow Down Requirements**

The School Bus requirements flow down from FTA recipients and subrecipients to first tier service contractors.

**Model Clause/Language**

The relevant statutes and regulations do not mandate any specific clause or language. The following clause has been developed by FTA.

**School Bus Operations** - Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless

qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

#### **4. CARGO PREFERENCE REQUIREMENTS**

46 U.S.C. 1241

46 CFR Part 381

##### **Applicability to Contracts**

The Cargo Preference requirements apply to all contracts involving equipment, materials, or commodities which may be transported by ocean vessels.

##### **Flow Down**

The Cargo Preference requirements apply to all subcontracts when the subcontract may be involved with the transport of equipment, material, or commodities by ocean vessel.

##### **Model Clause/Language**

The MARAD regulations at 46 CFR 381.7 contain suggested contract clauses. The following language is proffered by FTA.

**Cargo Preference - Use of United States-Flag Vessels** - The contractor agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.) c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

---

#### **5. SEISMIC SAFETY REQUIREMENTS**

42 U.S.C. 7701 et seq. 49

CFR Part 41

##### **Applicability to Contracts**

The Seismic Safety requirements apply only to contracts for the construction of new buildings or additions to existing buildings.

##### **Flow Down**

The Seismic Safety requirements flow down from FTA recipients and subrecipients to first tier contractors to assure compliance, with the applicable building standards for Seismic Safety, including the work performed by all subcontractors.

##### **Model Clauses/Language**

The regulations do not provide suggested language for third-party contract clauses. The following language has been developed by FTA.

**Seismic Safety** - The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this

contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

---

## **6. ENERGY CONSERVATION REQUIREMENTS**

**42 U.S.C. 6321 et seq.  
49 CFR Part 18**

### **Applicability to Contracts**

The Energy Conservation requirements are applicable to all contracts.

### **Flow Down**

The Energy Conservation requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subagreements at every tier.

### **Model Clause/Language**

No specific clause is recommended in the regulations because the Energy Conservation requirements are so dependent on the state energy conservation plan. The following language has been developed by FTA:

**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.

---

## **7. CLEAN WATER REQUIREMENTS**

**33 U.S.C. 1251**

### **Applicability to Contracts**

The Clean Water requirements apply to each contract and subcontract which exceeds \$100,000.

### **Flow Down**

The Clean Water requirements flow down to FTA recipients and subrecipients at every tier.

### **Model Clause/Language**

While no mandatory clause is contained in the Federal Water Pollution Control Act, as amended, the following language developed by FTA contains all the mandatory requirements:

**Clean Water** - (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 the Purchaser and understands and agrees that the Purchaser 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.

---

## **8. BUS TESTING**

**49 U.S.C. 5323(c)  
49 CFR Part 665**

### **Applicability to Contracts**

The Bus Testing requirements pertain only to the acquisition of Rolling Stock/Turnkey.

**Flow Down**

The Bus Testing requirements should not flow down, except to the turnkey contractor as stated in Master Agreement.

**Model Clause/Language**

Clause and language therein are merely suggested. 49 CFR Part 665 does not contain specific language to be included in third party contracts but does contain requirements applicable to subrecipients and third party contractors. Bus Testing Certification and language therein are merely suggested.

**Bus Testing** - The Contractor [Manufacturer] agrees to comply with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following:

- 1) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient which will be prior to the recipient's final acceptance of the first vehicle.
- 2) A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.
- 3) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
- 4) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

**CERTIFICATION OF COMPLIANCE WITH FTA'S BUS TESTING REQUIREMENTS**

The undersigned [Contractor/Manufacturer] certifies that the vehicle offered in this procurement complies with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

Date: September 30, 2024  
Signature: [Signature]  
Company Name: St. Tammany Council on Aging  
Title: Executive Director

**9. PRE-AWARD AND POST DELIVERY AUDITS REQUIREMENTS**

**49 U.S.C. 5323  
49 CFR Part 663**

**Applicability to Contracts**

These requirements apply only to the acquisition of Rolling Stock/Turnkey.

**Flow Down**

These requirements should not flow down, except to the turnkey contractor as stated in Master Agreement.

**Model Clause/Language**

Clause and language therein are merely suggested. 49 C.F.R. Part 663 does not contain specific language to be included in third party contracts but does contain requirements applicable to subrecipients and third party contractors.

- Buy America certification is mandated under FTA regulation, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 C.F.R. 663.13.

-- Specific language for the Buy America certification is mandated by FTA regulation,

"Buy America Requirements--Surface Transportation Assistance Act of 1982, as amended,"

49 C.F.R. 661.12, but has been modified to include FTA's Buy America requirements codified at 49 U.S.C. A 5323(j).

**Pre-Award and Post-Delivery Audit Requirements** - The Contractor agrees to comply with 49 U.S.C. § 5323(l) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

(1) Buy America Requirements: The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder/Offeror certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

(2) Solicitation Specification Requirements: The Contractor shall submit evidence that it will be capable of meeting the bid specifications.

(3) Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

**BUY AMERICA CERTIFICATE OF COMPLIANCE WITH FTA REQUIREMENTS FOR BUSES, OTHER ROLLING STOCK, OR ASSOCIATED EQUIPMENT**

*(To be submitted with a bid or offer exceeding the small purchase threshold for Federal assistance programs, currently set at \$100,000.)*

**Certificate of Compliance**

The bidder hereby certifies that it will comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C), Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 C.F.R. 661.11:

Date: September 30, 2024

Signature: [Handwritten Signature]

Company Name: St. Tammany Council on Aging

Title: Executive Director

**Certificate of Non-Compliance**

The bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C) and Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirements consistent with 49 U.S.C. Sections 5323(j)(2)(B) or (j)(2)(D), Sections 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 C.F.R. 661.7.

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

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

Company Name: \_\_\_\_\_

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

**10. LOBBYING**  
**31 U.S.C. 1352**  
**49 CFR Part 19**  
**49 CFR Part 20**

**Applicability to Contracts**

The Lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts.

**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 contractors 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 contractors 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.*]** - 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.

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 [Contractor] certifies, to the best of his or her knowledge and belief, that:

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

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

Amy W. Kudel Signature of Contractor's Authorized Official

Amy W. Kudel, Executive Director Name and Title of Contractor's Authorized Official

September 30, 2004 Date

**11. ACCESS TO RECORDS AND REPORTS**

**49 U.S.C. 5325  
18 CFR 18.36 (i)  
49 CFR 633.17**

**Applicability to Contracts**

Reference Chart "Requirements for Access to Records and Reports by Type of Contracts"

**Flow Down**

FTA does not require the inclusion of these requirements in subcontracts.

**Model Clause/Language**

The specified language is not mandated by the statutes or regulations referenced, but the language provided paraphrases the statutory or regulatory language.

**Access to Records** - The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee 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 or 5311.
2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the 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 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. 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.
6. 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).

7. FTA does not require the inclusion of these requirements in subcontracts.

**Requirements for Access to Records and Reports by Types of Contract**

<b>Contract Characteristics</b>	<b>Operational Service Contract</b>	<b>Turnkey</b>	<b>Construction</b>	<b>Architectural Engineering</b>	<b>Acquisition of Rolling Stock</b>	<b>Professional Services</b>
<b>I State Grantees</b>  a. Contracts below SAT (\$100,000)  b. Contracts above \$100,000/Capital Projects	None  None unless <sup>1</sup> non-competitive award	Those imposed on state pass thru to Contractor	None  Yes, if non-competitive award or if funded thru <sup>2</sup> 5307/5309/5311	None  None unless non-competitive award	None  None unless non-competitive award	None  None unless non-competitive award
<b>II Non State Grantees</b>  a. Contracts below SAT (\$100,000)  b. Contracts above \$100,000/Capital Projects	Yes <sup>3</sup>  Yes <sup>3</sup>	Those imposed on non-state Grantee pass thru to Contractor	Yes  Yes	Yes  Yes	Yes  Yes	Yes  Yes

Sources of Authority:

<sup>1</sup> 49 USC 5325 (a)

<sup>2</sup> 49 CFR 633.17

<sup>3</sup> 18 CFR 18.36 (i)

**12. FEDERAL CHANGES**  
**49 CFR Part 18**

**Applicability to Contracts**

The Federal Changes requirement applies to all contracts.

**Flow Down**

The Federal Changes requirement flows down appropriately to each applicable changed requirement.

**Model Clause/Language**

No specific language is mandated. The following language has been developed by FTA.

**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.

---

### **13. BONDING REQUIREMENTS**

#### **Applicability to Contracts**

**For those construction or facility improvement contracts or subcontracts exceeding \$100,000, FTA may accept the bonding policy and requirements of the recipient, provided that they meet the minimum requirements for construction contracts as follows:**

a. A bid guarantee from each bidder equivalent to five (5) percent of the bid price. The "bid guarantees" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

b. A performance bond on the part to the Contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

c. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract. Payment bond amounts required from Contractors are as follows:

(1) 50% of the contract price if the contract price is not more than \$1 million;

(2) 40% of the contract price if the contract price is more than \$1 million but not more than \$5 million; or

(3) \$2.5 million if the contract price is more than \$5 million.

d. A cash deposit, certified check or other negotiable instrument may be accepted by a grantee in lieu of performance and payment bonds, provided the grantee has established a procedure to assure that the interest of FTA is adequately protected. An irrevocable letter of credit would also satisfy the requirement for a bond.

#### **Flow Down**

Bonding requirements flow down to the first tier contractors.

#### **Model Clauses/Language**

FTA does not prescribe specific wording to be included in third party contracts. FTA has prepared sample clauses as follows:

#### **Bid Bond Requirements (Construction)**

##### **(a) Bid Security**

A Bid Bond must be issued by a fully qualified surety company acceptable to the St. Tammany Parish Government and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder.

##### **(b) Rights Reserved**

Attachment A

In submitting this Bid, it is understood and agreed by bidder that the right is reserved by St. Tammany Parish Government to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of [ninety (90)] days subsequent to the opening of bids, without the written consent of St. Tammany Parish Government.

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within [ninety (90)] days after the bid opening without the written consent of the St. Tammany Parish Government, shall refuse or be unable to enter into this Contract, as provided above, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, as provided above, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, he shall forfeit his bid security to the extent of the St. Tammany Parish Government's damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefor.

It is further understood and agreed that to the extent the defaulting bidder's Bid Bond, Certified Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check (excluding any income generated thereby which has been retained by the St. Tammany Parish Government as provided in [Item x "Bid Security" of the Instructions to Bidders]) shall prove inadequate to fully recompense the St. Tammany Parish Government for the damages occasioned by default, then the undersigned bidder agrees to indemnify St. Tammany Parish Government and pay over to St. Tammany Parish Government the difference between the bid security and the St. Tammany Parish Government's total damages, so as to make the St. Tammany Parish Government whole.

The undersigned understands that any material alteration of any of the above or any of the material contained on this form, other than that requested will render the bid unresponsive.

**Performance and Payment Bonding Requirements (Construction)**

The Contractor shall be required to obtain performance and payment bonds as follows:

(a) Performance bonds

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the St. Tammany Parish Government determines that a lesser amount would be adequate for the protection of the St. Tammany Parish Government.
2. The St. Tammany Parish Government may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The St. Tammany Parish Government may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(b) Payment bonds

1. The penal amount of the payment bonds shall equal:
  - (i) Fifty percent of the contract price if the contract price is not more than \$1 million.
  - (ii) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
  - (iii) Two and one half million if the contract price is more than \$5 million.
2. If the original contract price is \$5 million or less, the St. Tammany Parish Government may require additional protection as required by subparagraph 1 if the contract price is increased.

**Performance and Payment Bonding Requirements (Non-Construction)**

Attachment A

The Contractor may be required to obtain performance and payment bonds when necessary to protect the St. Tammany Parish Government's interest.

(a) The following situations may warrant a performance bond:

1. St. Tammany Parish Government property or funds are to be provided to the contractor for use in performing the contract or as partial compensation (as in retention of salvaged material).
2. A contractor sells assets to or merges with another concern, and the St. Tammany Parish Government, after recognizing the latter concern as the successor in interest, desires assurance that it is financially capable.
3. Substantial progress payments are made before delivery of end items starts.
4. Contracts are for dismantling, demolition, or removal of improvements.

(b) When it is determined that a performance bond is required, the Contractor shall be required to obtain performance bonds as follows:

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the St. Tammany Parish Government determines that a lesser amount would be adequate for the protection of the St. Tammany Parish Government.
2. The St. Tammany Parish Government may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The St. Tammany Parish Government may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) A payment bond is required only when a performance bond is required, and if the use of payment bond is in the St. Tammany Parish Government's interest.

(d) When it is determined that a payment bond is required, the Contractor shall be required to obtain payment bonds as follows:

1. The penal amount of payment bonds shall equal:
  - (i) Fifty percent of the contract price if the contract price is not more than \$1 million;
  - (ii) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
  - (iii) Two and one half million if the contract price is increased.

**Advance Payment Bonding Requirements**

The Contractor may be required to obtain an advance payment bond if the contract contains an advance payment provision and a performance bond is not furnished. The St. Tammany Parish Government shall determine the amount of the advance payment bond necessary to protect the St. Tammany Parish Government.

**Patent Infringement Bonding Requirements (Patent Indemnity)**

The Contractor may be required to obtain a patent indemnity bond if a performance bond is not furnished and the financial responsibility of the Contractor is unknown or doubtful. The St. Tammany Parish

Government shall determine the amount of the patent indemnity to protect the St. Tammany Parish Government.

### **Warranty of the Work and Maintenance Bonds**

1. The Contractor warrants to St. Tammany Parish Government, the Architect and/or Engineer that all materials and equipment furnished under this Contract will be of highest quality and new unless otherwise specified by St. Tammany Parish Government, free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards shall be considered defective. If required by the [Project Manager], the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

2. The Work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the Work against defective materials or faulty workmanship for a minimum period of one (1) year after Final Payment by the St. Tammany Parish Government and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to the St. Tammany Parish Government. As additional security for these guarantees, the Contractor shall, prior to the release of Final Payment [as provided in Item X below], furnish separate Maintenance (or Guarantee) Bonds in form acceptable to the St. Tammany Parish Government written by the same corporate surety that provides the Performance Bond and Labor and Material Payment Bond for this Contract. These bonds shall secure the Contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one (1) year after Final Payment and shall be written in an amount equal to ONE HUNDRED PERCENT (100%) of the CONTRACT SUM, as adjusted (if at all).

---

**14. CLEAN AIR**  
**42 U.S.C. 7401 et seq**  
**40 CFR 15.61**  
**49 CFR Part 18**

#### **Applicability to Contracts**

The Clean Air requirements apply to all contracts exceeding \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year.

#### **Flow Down**

The Clean Air requirements flow down to all subcontracts which exceed \$100,000.

#### **Model Clauses/Language**

No specific language is required. FTA has proposed the following language.

**Clean Air - (1)** The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser 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.

---

## **15. RECYCLED PRODUCTS**

**42 U.S.C. 6962**

**40 CFR Part 247**

**Executive Order 12873**

### **Applicability to Contracts**

The Recycled Products requirements apply to all contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the fiscal year, or has procured \$10,000 or more of such items in the previous fiscal year, using Federal funds. New requirements for "recovered materials" will become effective May 1, 1996. These new regulations apply to all procurement actions involving items designated by the EPA, where the procuring agency purchases \$10,000 or more of one of these items in a fiscal year, or when the cost of such items purchased during the previous fiscal year was \$10,000.

### **Flow Down**

These requirements flow down to all to all contractor and subcontractor tiers.

### **Model Clause/Language**

No specific clause is mandated, but FTA has developed the following language.

**Recovered Materials** - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

---

## **16. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS**

### **Background and Application**

The Davis-Bacon and Copeland Acts are codified at 40 USC 3141, *et seq.* and 18 USC 874. The Acts apply to grantee construction contracts and subcontracts that "at least partly are financed by a loan or grant from the Federal Government." 40 USC 3145(a), 29 CFR 5.2(h), 49 CFR 18.36(i)(5). The Acts apply to any construction contract over \$2,000. 40 USC 3142(a), 29 CFR 5.5(a). 'Construction,' for purposes of the Acts, includes "actual construction, alteration and/or repair, including painting and decorating." 29 CFR 5.5(a). The requirements of both Acts are incorporated into a single clause (*see* 29 CFR 3.11) enumerated at 29 CFR 5.5(a) and reproduced below.

The clause language is drawn directly from 29 CFR 5.5(a) and any deviation from the model clause below should be coordinated with counsel to ensure the Acts' requirements are satisfied.

### **Clause Language**

#### ***Davis-Bacon and Copeland Anti-Kickback Acts***

(1) **Minimum wages** - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or

mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

Attachment A

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) **Withholding** - St. Tammany Parish Government shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, St. Tammany Parish Government may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) **Payrolls and basic records** - (i) Payrolls and basic records relating thereto shall be maintained by

Attachment A

the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the St. Tammany Parish Government for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor,

sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) **Apprentices and trainees** - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity** - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) **Compliance with Copeland Act requirements** - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) **Contract termination: debarment** - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) **Compliance with Davis-Bacon and Related Act requirements** - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards** - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility** - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

---

## **17. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

### **Background and Application**

The Contract Work Hours and Safety Standards Act is codified at 40 USC 3701, *et seq.* The Act applies to grantee contracts and subcontracts "financed at least in part by loans or grants from ... the [Federal] Government." 40 USC 3701(b)(1)(B)(iii) and (b)(2), 29 CFR 5.2(h), 49 CFR 18.36(i)(6). Although the original Act required its application in any construction contract over \$2,000 or non-construction contract to which the Act applied over \$2,500 (and language to that effect is still found in 49 CFR 18.36(i)(6)), the Act no longer applies to any "contract in an amount that is not greater than \$100,000." 40 USC 3701(b)(3) (A)(iii).

The Act applies to construction contracts and, in very limited circumstances, non-construction projects that employ "laborers or mechanics on a public work." These non-construction applications do not generally apply to transit procurements because transit procurements (to include rail cars and buses) are deemed "commercial items." 40 USC 3707, 41 USC 403 (12). A grantee that contemplates entering into a contract to procure a developmental or unique item should consult counsel to determine if the Act

applies to that procurement and that additional language required by 29 CFR 5.5(c) must be added to the basic clause below.

The clause language is drawn directly from 29 CFR 5.5(b) and any deviation from the model clause below should be coordinated with counsel to ensure the Act's requirements are satisfied.

**Clause Language**

***Contract Work Hours and Safety Standards***

(1) **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) **Withholding for unpaid wages and liquidated damages** - The (*write in the name of the grantee*) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

---

**18. [ RESERVED ]**

---

**19. NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

**Applicability to Contracts**

Applicable to all contracts.

**Flow Down**

Not required by statute or regulation for either primary contractors or subcontractors, this concept should flow down to all levels to clarify, to all parties to the contract, that the Federal Government does not have contractual liability to third parties, absent specific written consent.

**Model Clause/Language**

While no specific language is required, FTA has developed the following language.

**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.

---

**20. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS  
AND RELATED ACTS**  
31 U.S.C. 3801 et seq.  
49 CFR Part 31 18 U.S.C. 1001  
49 U.S.C. 5307

**Applicability to Contracts**

These requirements are applicable to all contracts.

**Flow Down**

These requirements flow down to contractors and subcontractors who make, present, or submit covered claims and statements.

**Model Clause/Language**

These requirements have no specified language, so FTA proffers the following language.

**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.

---

**21. TERMINATION**  
**49 U.S.C. Part 18**  
**FTA Circular 4220.1E**

**Applicability to Contracts**

All contracts (with the exception of contracts with nonprofit organizations and institutions of higher education,) in excess of \$10,000 shall contain suitable provisions for termination by the grantee including the manner by which it will be effected and the basis for settlement. (For contracts with nonprofit organizations and institutions of higher education the threshold is \$100,000.) In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

**Flow Down**

The termination requirements flow down to all contracts in excess of \$10,000, with the exception of contracts with nonprofit organizations and institutions of higher learning.

**Model Clause/Language**

FTA does not prescribe the form or content of such clauses. The following are suggestions of clauses to be used in different types of contracts:

**a. Termination for Convenience (General Provision)** The St. Tammany Parish Government 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 its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the St. Tammany Parish Government to be paid the Contractor. If the Contractor has any property in its possession belonging to the St. Tammany Parish Government, the Contractor will account for the same, and dispose of it in the manner the St. Tammany Parish Government directs.

**b. Termination for Default [Breach or Cause] (General Provision)** 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, the St. Tammany Parish Government may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will 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 the St. Tammany Parish Government 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, the St. Tammany Parish Government, 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 (General Provision)** The St. Tammany Parish Government in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to the St. Tammany Parish Government's 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 the St. Tammany Parish Government setting forth the nature of said breach or default, the St. Tammany Parish Government shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate

to preclude the St. Tammany Parish Government from also pursuing all available remedies against Contractor and its sureties for said breach or default.

**d. Waiver of Remedies for any Breach** In the event that the St. Tammany Parish Government elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by the St. Tammany Parish Government shall not limit the St. Tammany Parish Government's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

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

**f. Termination for Default (Supplies and Service)** If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the St. Tammany Parish Government may terminate this contract for default. The St. Tammany Parish Government shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the St. Tammany Parish Government.

**g. Termination for Default (Transportation Services)** If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the St. Tammany Parish Government may terminate this contract for default. The St. Tammany Parish Government shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of St. Tammany Parish Government goods, the Contractor shall, upon direction of the St. Tammany Parish Government, protect and preserve the goods until surrendered to the St. Tammany Parish Government or its agent. The Contractor and St. Tammany Parish Government shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the St. Tammany Parish Government.

**h. Termination for Default (Construction)** If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the St. Tammany Parish Government may terminate this contract for default. The St. Tammany Parish Government shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the St. Tammany Parish Government may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the St. Tammany Parish Government resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the St. Tammany Parish Government in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the St. Tammany Parish Government, acts of another Contractor in the performance of a contract with the St. Tammany Parish Government, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. The contractor, within [10] days from the beginning of any delay, notifies the St. Tammany Parish Government in writing of the causes of delay. If in the judgment of the St. Tammany Parish Government, the delay is excusable, the time for completing the work shall be extended. The judgment of the St. Tammany Parish Government shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the St. Tammany Parish Government.

**i. Termination for Convenience or Default (Architect and Engineering)** The St. Tammany Parish Government may terminate this contract in whole or in part, for the St. Tammany Parish Government's convenience or because of the failure of the Contractor to fulfill the contract obligations. The St. Tammany Parish Government shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the St. Tammany Parish Government, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the St. Tammany Parish Government may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the St. Tammany Parish Government.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the St. Tammany Parish Government.

**j. Termination for Convenience of Default (Cost-Type Contracts)** The St. Tammany Parish Government 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 St. Tammany Parish Government 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 the St. Tammany Parish Government, or property supplied to the Contractor by the St. Tammany Parish Government. If the termination is for default, the St. Tammany Parish Government 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 the St. Tammany Parish Government and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of the St. Tammany Parish Government, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the St. Tammany Parish Government determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, the St. Tammany Parish Government, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

---

## **22. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)**

### **Background and Applicability**

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, *Debarment and Suspension*, Executive Order 12689, *Debarment and Suspension*, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services. 49 CFR 29.220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from \$100,000 to \$25,000. These are contracts and subcontracts referred to in the regulation as "covered transactions."

Grantees, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required. 49 CFR 29.300.

Grantees, contractors, and subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

### **Clause Language**

The following clause language is suggested, not mandatory. It incorporates the optional method of verifying that contractors are not excluded or disqualified by certification.

### **Suspension and Debarment**

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 St. Tammany Parish. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to St. Tammany Parish, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart 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 requiring such compliance in its lower tier covered transactions.

---

**23. PRIVACY ACT**  
**5 U.S.C. 552**

**Applicability to Contracts**

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts.

**Flow Down**

The Federal Privacy Act requirements flow down to each third party contractor and their contracts at every tier.

**Model Clause/Language**

The text of the following clause has not been mandated by statute or specific regulation, but has been developed by FTA.

**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.

---

**24. CIVIL RIGHTS REQUIREMENTS**  
**29 U.S.C. § 623, 42 U.S.C. § 2000**  
**42 U.S.C. § 6102, 42 U.S.C. § 12112**  
**42 U.S.C. § 12132, 49 U.S.C. § 5332**  
**29 CFR Part 1630, 41 CFR Parts 60 et seq.**

**Applicability to Contracts**

The Civil Rights Requirements apply to all contracts.

**Flow Down**

The Civil Rights requirements flow down to all third party contractors and their contracts at every tier.

**Model Clause/Language**

The following clause was predicated on language contained at 49 CFR Part 19, Appendix A, but FTA has shortened the lengthy text.

**Civil Rights** - 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.

---

## **25. BREACHES AND DISPUTE RESOLUTION**

### **49 CFR Part 18 FTA Circular 4220.1E**

#### **Applicability to Contracts**

All contracts in excess of \$100,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

#### **Flow Down**

The Breaches and Dispute Resolutions requirements flow down to all tiers.

**Model Clauses/Language**

FTA does not prescribe the form or content of such provisions. What provisions are developed will depend on the circumstances and the type of contract. St. Tammany Parish Government should consult legal counsel in developing appropriate clauses. The following clauses are examples of provisions from various FTA third party contracts.

**Disputes** - 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 St. Tammany Parish Government's CAO. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. 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 [title of employee] shall be binding upon the Contractor and the Contractor shall abide by the decision.

**Performance During Dispute** - Unless otherwise directed by the St. Tammany Parish Government, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

**Claims for Damages** - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within 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 St. Tammany Parish Government 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 in which the St. Tammany Parish Government is located.

**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 St. Tammany Parish Government, (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

---

**26. PATENT AND RIGHTS IN DATA**

**37 CFR Part 401  
49 CFR Parts 18 and 19**

**Applicability to Contracts**

Patent and rights in data requirements for federally assisted projects ONLY apply to research projects in which FTA finances the purpose of the grant is to finance the development of a product or information. These patent and data rights requirements do not apply to capital projects or operating projects, even though a small portion of the sales price may cover the cost of product development or writing the user's manual.

**Flow Down**

The Patent and Rights in Data requirements apply to all contractors and their contracts at every tier.

**Model Clause/Language**

The FTA patent clause is substantially similar to the text of 49 C.F.R. Part 19, Appendix A, Section 5, but the rights in data clause reflects FTA objectives. For patent rights, FTA is governed by Federal law and regulation. For data rights, the text on copyrights is insufficient to meet FTA's purposes for awarding research grants. This model clause, with larger rights as a standard, is proposed with the understanding that this standard could be modified to FTA's needs.

**CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.**

**A. Rights in Data** - This following requirements apply to each contract involving experimental, developmental or research work:

(1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

(2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

(a) Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

(b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

1. Any subject data developed under that contract, whether or not a copyright has been obtained; and

2. Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by FTA.

(c) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

(d) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be

required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

(e) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

(f) Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.

(g) Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

(3) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (*i.e.*, a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in

U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(4) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

**B. Patent Rights** - The following requirements apply to each contract involving experimental, developmental, or research work:

(1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

(2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

---

## **27. TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS**

**49 U.S.C. § 5310, § 5311, and § 5333**

**29 CFR Part 215**

**Applicability to Contracts**

The Transit Employee Protective Provisions apply to each contract for transit operations performed by employees of a Contractor recognized by FTA to be a transit operator. (Because transit operations involve many activities apart from directly driving or operating transit vehicles, FTA determines which activities constitute transit "operations" for purposes of this clause.)

**Flow Down**

These provisions are applicable to all contracts and subcontracts at every tier.

**Model Clause/Language**

Since no mandatory language is specified, FTA had developed the following language:

**Transit Employee Protective Provisions.** (1) The Contractor agrees to the comply with applicable transit employee protective requirements as follows:

(a) General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA St. Tammany Parish Government's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

(b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

(c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

(2) The Contractor also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

---

**28. DISADVANTAGED BUSINESS ENTERPRISE (DBE)**  
**49 CFR Part 26**

**Background and Applicability**

The newest version on the Department of Transportation's Disadvantaged Business Enterprise (DBE) program became effective July 16, 2003. The rule provides guidance to grantees on the use of overall and contract goals, requirement to include DBE provisions in subcontracts, evaluating DBE participation where specific contract goals have been set, reporting requirements, and replacement of DBE subcontractors. Additionally, the DBE program dictates payment terms and conditions (including limitations on retainage) applicable to all subcontractors regardless of whether they are DBE firms or not.

The DBE program applies to all DOT-assisted contracting activities. A formal clause such as that below must be included in all contracts above the micro-purchase level. The requirements of clause subsection b flow down to subcontracts.

A substantial change to the payment provisions in this newest version of Part 26 concerns retainage (see section 26.29). Grantee choices concerning retainage should be reflected in the language choices in clause subsection d.

**Clause Language**

The following clause language is suggested, not mandatory. It incorporates the payment terms and conditions applicable to all subcontractors based in Part 26 as well as those related only to DBE subcontractors. The suggested language allows for the options available to grantees concerning retainage, specific contract goals, and evaluation of DBE subcontracting participation when specific contract goals have been established.

**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 **3.0%**.
- 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 St. Tammany Parish Government deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- c. Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following **[concurrent with and accompanying sealed bid] [concurrent with and accompanying an initial proposal] [prior to award]**:
  1. The names and addresses of DBE firms that will participate in this contract;
  2. A description of the work each DBE will perform;
  3. The dollar amount of the participation of each DBE firm participating;
  4. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;

Attachment A

5. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and

6. If the contract goal is not met, evidence of good faith efforts to do so.

**[Bidders][Offerors]** must present the information required above **[as a matter of responsiveness] [with initial proposals] [prior to contract award]** (see 49 CFR 26.53(3)).

The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the St. Tammany Parish Government. In addition, **[the contractor may not hold retainage from its subcontractors.] [is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.] [is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the {insert agency name} and contractor's receipt of the partial retainage payment related to the subcontractor's work.]**

e. The contractor must promptly notify St. Tammany Parish Government, 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 St. Tammany Parish Government.

**(Please see the St. Tammany Parish Government DBE Program and Demonstration of Good Faith Efforts for Utilization of Disadvantaged Business Enterprises on the following pages.)**

## **St. Tammany Parish Government DBE Program**

### **POLICY STATEMENT**

#### **Section 26.1, 26.23 Objectives/Policy Statement**

St. Tammany Parish Government has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. St. Tammany Parish Government has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, the Parish has an assurance that it will comply with 49 CFR Part 26.

It is the policy of St. Tammany Parish Government to ensure that the DBEs as defined in Part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is our policy:

1. To ensure nondiscrimination in the award and administration of DOT—assisted contracts.
2. To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
3. To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. To help remove barriers to the participation of DBEs in DOT assisted contracts;
6. To assist the development of firms that can compete successfully in the market place outside the DBE program.

Perry Felarise has been delegated as the DBE Liaison Officer. In that capacity, he is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by St. Tammany Parish Government in its financial assistance agreements with the Department of Transportation.

St. Tammany Parish Government has disseminated this policy statement to the St. Tammany Parish Council and all of the components of our organization. We have distributed this statement to DBE and non-DBE business communities that perform work for the Parish on DOT-assisted contracts. This distribution is accomplished by using the U.S. Postal Service and interoffice mail. It is also available at public meetings, pre-bid conferences, via internet and included in bid packages.

## **SUBPART A – GENERAL REQUIREMENTS**

### **Section 26.1 Objectives**

The objectives are found in the policy statement on the first page of this program.

### **Section 26.3 Applicability**

~~St. Tammany Parish Government is the recipient of federal transit funds authorized by Titles I, III, V, and VI of ISTEA, Pub. L. 102-240 or by Federal transit laws in Title 49, U.S. Code, or Titles I, II, and V of the Teas-21, Pub. L. 105-178.~~

### **Section 26.5 Definitions**

St. Tammany Parish Government will adopt the definitions contained in Section 26.5 for this program.

### **Section 26.7 Non-discrimination Requirements**

St. Tammany Parish Government will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, or national origin.

In administering its DBE program, St. Tammany Parish Government will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE program with respect to individuals of a particular race, color, sex, or national origin.

### **Section 26.11 Record Keeping Requirements**

#### **Reporting to DOT:**

St. Tammany Parish will provide data about its DBE Program to the Department as directed by DOT operating administrations.

DBE participation will be reported to Federal Transit Administration (hereafter referred to as FTA):

St. Tammany Parish will transmit to FTA annually, by or before December 1, the information required for the "Uniform Report of DBE Awards or Commitments and Payments", as described in Appendix B to Part 26. St. Tammany Parish Government will similarly report the required information about participating DBE firms. All reporting will be done through the FTA official reporting system, or another format acceptable to FTA as instructed thereby.

#### ***Bidders List: 26.11(c)***

St. Tammany Parish Government will create a bidders list, consisting of information about all DBE and non-DBE firms that bid or quote on DOT-assisted contracts. The purpose of this requirement is to allow use of the bidders list approach to calculating overall goals. The bidder list will include the name, address, DBE non-DBE status, age, and annual gross receipts of firms.

The Parish will collect this information by placing a clause in all such requests for bids or proposals, requiring bidders to include in the bid submission the Bidder's List regarding all firms bidding or quoting as subcontractors for that same solicitation. The Bidders List will include the firms' name, address and phone

numbers. This information will be requested from the St. Tammany Parish Government Department of Purchasing.

### **Section 26.13 Federal Financial Assistance Agreement**

St. Tammany Parish Government has signed the following assurances, applicable to all DOT-assisted contracts and their administration:

Assurance: - Each financial assistance agreement St. Tammany Parish Government signs with a DOT operating administration (or a primary recipient) will include the following assurance:

St. Tammany Parish Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The St. Tammany Parish Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The St. Tammany Parish Government DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the St. Tammany Parish Government of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*).

Contract Assurance: St. Tammany Parish Government will ensure that the following clause is included in each DOT-funded contract it signs with a contractor (and each subcontract the prime contractor signs with a subcontractor):

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the contractor from future bidding as non-responsible.

## **SUBPART B - ADMINISTRATIVE REQUIREMENTS**

### **Section 26.21 DBE Program Updates**

St. Tammany Parish Government is required to have a DBE program meeting the requirements of this part as it will receive grants for airport planning or development and will award prime contracts, cumulative total value of which exceeds \$250,000 in FTA funds in a federal fiscal year. St. Tammany Parish Government is not eligible to receive DOT financial assistance unless DOT has approved this DBE program and St. Tammany Parish Government is in compliance with it and Part 26. St. Tammany Parish Government will continue to carry out this program until all funds from DOT financial assistance have been expended. St. Tammany Parish Government does not have to submit regular updates of the DBE program document, as long as it remains in compliance. However, significant changes in the program, including those required by regulatory updates, will be submitted for DOT approval.

### **Section 26.23 Policy Statement**

The Policy Statement is elaborated on the first page of this DBE Program.

### **Section 26.25 DBE Liaison Officer (DBELO)**

St. Tammany Parish Government have designated the following individual as our DBE Liaison Officer:

Mr. Perry Felarise, Grants Project Manager-Transit  
St. Tammany Parish Government  
PO Box 628  
Covington, LA 70434  
Phone: (985) 809-2989  
Email: pfelarise@stpgov.org

In that capacity, the DBELO is responsible for implementing all aspects of the DBE program and ensuring that the St. Tammany Parish Government complies with all provision of 49 CFR Part 26. The DBELO has direct, independent access to the Chief Operating Officer concerning DBE program matters. An organizational chart displaying the DBELO's position in the organization is included in Attachment 1 to this program.

~~The DBELO is responsible for developing, implementing and monitoring the DBE program, in coordination with other appropriate officials. The duties and responsibilities include the following:~~

1. Gathers and reports statistical data and other information as required by DOT.
2. Reviews third party contracts and purchase requisitions for compliance with this program.
3. Works with all departments to set overall annual goals.
4. Ensures that bid notices and requests for proposals are available to DBEs in a timely manner.
5. Identifies contracts and procurements so that DBE goals are included in solicitations (both race-neutral methods and contract specific goals) and monitors results.
6. Analyzes St. Tammany Parish progress toward attainment and identifies ways to improve progress.
7. Participates in pre-bid meetings.
8. Advises the CEO/governing body on DBE matters and achievement.
9. Chairs the DBE Advisory Committee.
10. Determine contractor compliance with good faith efforts.
11. Provides DBEs with information and assistance in preparing bids, obtaining bonding and insurance.
12. Plans and participates in DBE training seminars.
13. Provides outreach to DBEs and community organizations to advise them of opportunities.

### **Section 26.27 DBE Financial Institutions**

It is the policy of St. Tammany Parish Government to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage prime contractors on DOT-assisted contracts to make use of these institutions. The Parish has made the following efforts to identify and use such institutions:

1. Research local banking organizations.
2. Review local business publications.
3. Review publications specifically discussing socially and economically disadvantaged businesses.

### **Section 26.29 Prompt Payment Mechanisms**

#### **Prompt Payment: 26.29(a)**

St. Tammany Parish Government requires that all subcontractors performing work on DOT-assisted contracts shall be promptly paid for work performed pursuant to their agreements, in accordance with all relevant federal, state, and local law.

In accordance with 49 CFR §26.29, the St. Tammany Parish Government established a contract clause implementing this requirement and requires prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from the prime contractor's receipt of each payment from the St. Tammany Parish Government.

St. Tammany Parish Government ensures prompt and full payment of retainage from the prime contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Pursuant to §26.29, St. Tammany Parish Government has selected the following method to comply with this requirement: hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 30 days after your payment to the prime contractor.

To implement this measure, St. Tammany Parish Government includes the following clause from FTA Advisory Circular 150/5370-10 in each DOT-assisted prime construction contract:

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from the Parish. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of St. Tammany Parish Government. This clause applies to both DBE and non-DBE subcontracts.

### **Section 26.31 Directory**

St. Tammany Parish Government is a non-certifying member of the Louisiana Unified Certification Program (UCP). The UCP maintains a directory identifying all firms eligible to participate as DBEs, which contains all the elements required by §26.31.

The Directory may be found in Attachment 3 to this program document. A list of all DBE firms in the State can be found by accessing the LA DOTD Uniform Certification Program at:

[www.laucp.org/UCP/UCPSearch.aspx](http://www.laucp.org/UCP/UCPSearch.aspx)

### **Section 26.33 Overconcentration**

St. Tammany Parish Government has not identified that over-concentration exists in the types of work that DBEs perform.

### **Section 26.35 Business Development Programs**

St. Tammany Parish Government has not established a business development program.

### **Section 26.37 Monitoring and Enforcement Mechanisms**

St. Tammany Parish Government implements and carries out appropriate mechanisms to ensure compliance with 49 CFR Part 26 program requirements by all program participants, including prompt payment, and describes and set forth these mechanisms in the Parish's DBE program.

St. Tammany Parish Government actively monitors participation by maintaining a running tally of actual DBE attainments (e.g., payments actually made to DBE firms), including a means of comparing these attainments to commitments.

#### ***Monitoring Payments to DBEs and Non-DBEs***

St. Tammany Parish Government undertakes ongoing monitoring of prime payments to subcontractors over the course of any covered contract. Such monitoring activities will be accomplished through the following method(s):

1. The Parish will bring to the attention of the Department of Transportation any false, fraudulent, or dishonest conduct in connection with the program so that DOT can take the steps (e.g., referral to the Department of Justice for criminal prosecution, referral to the DOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules) provided in 26.109.
2. The Parish will consider similar action under its own legal authorities, including responsibility determinations in future contracts. There will be a contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.
3. The Parish will also provide a monitoring and enforcement mechanism to verify that work committed to DBE's at contract award is actually performed by DBE's. This will be accomplished by periodic checks from fiscal, operating and administrative staff to ensure that work is being completed by the DBE organizations including but limited to on-site inspections.
4. The Parish will keep a running tally of actual payments to DBE firms for work committed to them at the time of contract award.

St. Tammany Parish Government requires prime contractors to maintain records and documents of payments to subcontractors, including DBEs, for a minimum of three (3) years unless otherwise provided by applicable record retention requirements for the Parish's financial assistance agreement, whichever is longer. These records will be made available for inspection upon request by any authorized representative of St. Tammany Parish Government or DOT. This reporting requirement extends to all subcontractors, both DBE and non-DBE.

- St. Tammany Parish Government proactively reviews contract payments to subcontractors including DBEs quarterly. Payment reviews will evaluate whether the actual amount paid to DBE subcontractors is equivalent to the amounts reported to St. Tammany Parish Government by the prime contractor.

#### **Prompt Payment Dispute Resolution**

St. Tammany Parish Government will take the following step to resolve disputes as to whether work has been satisfactorily completed for purposes of §26.29.

- Meetings between prime and sub, with resident project representative and/or project manager presence as appropriate.

St. Tammany Parish Government has established, as part of its DBE program, the following mechanism to ensure prompt payment and return of retainage:

- A contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

Contract clause: St. Tammany Parish Government requires prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment you make to the prime contractor.

#### ***Prompt Payment Complaints***

***Complaints by subcontractors regarding the prompt payment requirements are handled according to the following procedure.***

- If affected subcontractor is not comfortable contracting prime directly regarding payment or unable to resolve payment discrepancies with prime, subcontractor should contact DBELO to initiate complaint.
- If filing a prompt payment complaint with the DBELO does not result in timely and meaningful action by St. Tammany Parish Government to resolve prompt payment disputes, affected subcontractor may contact the responsible FTA contact.
- Pursuant to Sec. 157 of the FTA Reauthorization Act of 2018, all complaints related to prompt payment will be reported in a format acceptable to the FTA, including the nature and origin of the complaint and its resolution.

#### **Enforcement Actions for Noncompliance of Participants**

St. Tammany Parish Government will provide appropriate means to enforce the requirements of §26.29. These means include:

- In accordance with the contract, assessing liquidated damages against the prime contractor for each day beyond the required time period the prime contractor fails to pay the subcontractor
- Advise subcontractors of the availability of the payment and performance bond to assure payment for labor and materials in the execution of the work provided for in the contract
- Pay subcontractors directly and deduct this amount from the retainage owed to the prime
- Issue a stop-work order until payments are released to subcontractors, specifying in the contract that such orders constitute unauthorized delays for the purposes of calculating liquidated damages if milestones are not met

St. Tammany Parish Government will actively implement the enforcement actions detailed above.

#### **Monitoring Contracts and Work Sites**

St. Tammany Parish Government reviews contracting records and engages in active monitoring of work sites to ensure that work committed to DBEs at contract award or subsequently actually performed by the DBEs to which the work was committed. Work site monitoring is performed by project monitoring contractors or project managers. Contracting records are reviewed by the DBELO. St. Tammany Parish Government will maintain written certification that contracting records have been reviewed and work sites have been monitored for this purpose.

### **Section 26.39 Small Business Development Mechanisms**

St. Tammany Parish Government fosters participation of small business concerns in projects resulting from procurement activities by implementing multiple strategies, including strategies suggested by Section 26.39(b) of Title 49 of the Code of Federal Regulations.

1. On prime contracts not having contract goals, we require the prime contractor to provide subcontracting opportunities of a size that small businesses, including DBEs, can reasonably perform, rather than self-performing all the work involved.
2. In multi-year design-build contracts or other large contracts (e.g., for "megaprojects") we require bidders or proposers on the prime contract to specify elements of the contract or specific subcontracts that are of a size that small businesses, including DBEs, can reasonably perform.
3. To meet the portion of our overall goal we project to meet through race-neutral measures, we ensure that a reasonable number of prime contracts are of a size that small businesses, including DBEs, can reasonably perform.
4. We identify alternative acquisition strategies and structuring procurements to facilitate the ability of consortia or joint ventures consisting of small businesses, including DBEs, to compete for and perform prime contracts.

## **SUBPART C – GOALS, GOOD FAITH EFFORTS, AND COUNTING**

### **Section 26.43 Set-asides or Quotas**

St. Tammany Parish Government does not use quotas in any way in the administration of this DBE program.

### **Section 26.45 Overall Goals**

St. Tammany Parish Government will establish an overall DBE goal covering a three-year federal fiscal year period if it anticipates awarding DOT-funded prime contracts the cumulative total value of which exceeds \$250,000 in DOT funds during any one or more of the reporting fiscal years within the three-year goal period. In accordance with §26.45(f), St. Tammany Parish Government will submit its Overall Three-year DBE Goal to FTA by August 1<sup>st</sup> of the year in which the goal is due, as required by the schedule established by and posted to the website of FTA.

The DBE goals will be established in accordance with the 2-step process as specified in 49 CFR Part 26.45. If St. Tammany Parish Government does not anticipate awarding prime contracts the cumulative total value of which exceeds \$250,000 in DOT funds during any of the years within the three-year reporting period, an overall goal will not be developed. However, this DBE Program will remain in effect and St. Tammany Parish Government will seek to fulfill the objectives outlined in 49 CFR Part 26.1.

Step 1. The first step is to determine a base figure for the relative availability of DBEs in the market area. St. Tammany Parish Government will use the Louisiana Unified Certification Program (LA UCP) as a method to determine the base figure. St. Tammany Parish Government understands that the exclusive use of a list of prequalified contractors or plan holders, or a bidders list that does not comply with the requirements of 49 CFR Part 26.45(c)(2), is not an acceptable alternative means of determining the availability of DBEs.

Step 2. The second step is to adjust, if necessary, the "base figure" percentage from Step 1 so that it reflects as accurately as possible the DBE participation the recipient would expect in the absence of discrimination. Adjustments may be made based on past participation, information from a disparity study (to the extent it is not already accounted for in the base goal), and/or information about barriers to entry to past competitiveness of DBEs on contracts. St. Tammany Parish Government will examine all of the evidence

#### Attachment A

available in its jurisdiction to determine what adjustment, if any, is needed. If the evidence does not suggest an adjustment is necessary, then no adjustment shall be made.

Any methodology selected will be based on demonstrable evidence of local market conditions and be designed to ultimately attain a goal that is rationally related to the relative availability of DBEs in the St. Tammany Parish Government market.

In establishing the overall goal, St. Tammany Parish Government will provide for consultation and publication. This includes consultation with minority, women's and general contractor groups, community organizations, and other officials or organizations which could be expected to have information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and the efforts by St. Tammany Parish Government to establish a level playing field for the participation of DBEs. The consultation will include a scheduled, direct, interactive exchange (e.g., a face-to-face meeting, video conference, teleconference) with as many interested stakeholders as possible focused on obtaining information relevant to the goal setting process, and it will occur before St. Tammany Parish Government is required to submit the goal methodology to the operating administration for review pursuant to §26.45(f). The goal submission will document the consultation process in which St. Tammany Parish Government engaged. Notwithstanding paragraph (f)(4) of §26.45, the proposed goal will not be implemented until this requirement is met.

In addition to the consultation described above, St. Tammany Parish Government will publish a notice announcing the proposed overall goal before submission to the FTA on August 1st. The notice will be posted on St. Tammany Parish Government's official internet web site. If the proposed goal changes following review by FTA, the revised goal will be posted on the official internet web site.

The public will also be informed that the proposed overall goal and its rationale are available for inspection during normal business hours at the Grants Department of St. Tammany Parish Government. This notice will provide that the St. Tammany Parish Government and FTA will accept comments on the goals for 30 days from the date of the notice. Notice of the comment period will include the addresses to which comments may be sent (including offices and websites) where the proposal may be reviewed. **The public comment period will not extend the August 1<sup>st</sup> deadline.**

The Overall Three-Year DBE Goal submission to FTA will include a summary of information and comments received, if any, during this public participation process and St. Tammany Parish Government *responses*.

St. Tammany Parish Government will begin using the overall goal on October 1 of the relevant period, unless other instructions from FTA have been received.

#### Project Goals

If permitted or required by the FTA Administrator, an overall goal may be expressed as a percentage of funds for a particular grant or project or group of grants and/or projects, including entire projects. Like other overall goals, a project goal may be adjusted to reflect changed circumstances, with the concurrence of the appropriate operating administration. A project goal is an overall goal, and must meet all the substantive and procedural requirements of this section pertaining to overall goals. A project goal covers the entire length of the project to which it applies. The project goal will include a projection of the DBE participation anticipated to be obtained during each fiscal year covered by the project goal. The funds for the project to which the project goal pertains are separated from the base from which the regular overall goal, applicable to contracts not part of the project covered by a project goal, is calculated.

If a goal is established on a project basis, the goal will be used by the time of the first solicitation for a DOT-assisted contract for the project.

#### Prior Operating Administration Concurrence

St. Tammany Parish Government understands that prior FTA concurrence with the overall goal is not required. However, if the FTA review suggests that the overall goal has not been correctly calculated or that the method employed by St. Tammany Parish Government for calculating goals is inadequate, FTA

may, after consulting with St. Tammany Parish Government, adjust the overall goal or require that the goal be adjusted by St. Tammany Parish Government. The adjusted overall goal is binding. In evaluating the adequacy or soundness of the methodology used to derive the overall goal, the U.S. DOT operating administration will be guided by the goal setting principles and best practices identified by the Department in guidance issued pursuant to §26.9.

A description of the methodology to calculate the overall goal and the goal calculations can be found in Attachment 6 to this program.

#### **Section 26.47 Failure to meet overall goals**

St. Tammany Parish Government cannot be penalized, or treated by the Department as being in noncompliance with Part 26, because DBE participation falls short of an overall goal, unless St. Tammany Parish Government *fails* to administer its DBE program in good faith.

St. Tammany Parish Government understands that to be considered to be in compliance with this part, an approved DBE Program and overall DBE goal, if applicable, must be maintained, and this DBE Program must be administered in good faith.

St. Tammany Parish Government understands that if the awards and commitments shown on the Uniform Report of Awards or Commitments and Payments at the end of any fiscal year are less than the overall goal applicable to that fiscal year, the following actions must be taken in order to be regarded by the Department as implementing this DBE Program in good faith:

- (1) Analyze in detail the reasons for the difference between the overall goal and the awards and commitments in that fiscal year;
- (2) Establish specific steps and milestones to correct the problems identified in the analysis to enable the goal for the new fiscal year to be fully met;
- (3) St. Tammany Parish Government will prepare, within 90 days of the end of the fiscal year, the analysis and corrective actions developed under paragraph (c)(1) and (2) of this section. We will retain copy of analysis and corrective actions in records for a minimum of three years, and will make it available to [*operating administration*] upon request.

#### **Section 26.49 Transit Vehicle Manufacturers Goals**

St. Tammany Parish Government will require each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, to certify that it has complied with the requirements of this section. Alternatively, St. Tammany Parish Government may, at its discretion and with FTA approval, establish project-specific goals for DBE participation in the procurement of transit vehicles in lieu of the TVM complying with this element of the program.

#### **Section 26.51 Means Recipients Use to Meet Overall Goals**

##### **Breakout of Estimated Race-Neutral & Race-Conscious Participation**

St. Tammany Parish Government will meet the maximum feasible portion of its overall goal by using race-neutral means of facilitating race-neutral DBE participation. Race-neutral DBE participation includes any time a DBE wins a prime contract through customary competitive procurement procedures or is awarded a subcontract on a prime contract that does not carry a DBE contract goal.

Race-neutral means include, but are not limited to the following:

Attachment A

- (1) Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate participation by DBEs and other small businesses and by making contracts more accessible to small businesses, by means such as those provided under §26.39.
- (2) Providing assistance in overcoming limitations such as inability to obtain bonding or financing (e.g., by such means as simplifying the bonding process, reducing bonding requirements, eliminating the impact of surety costs from bids, and providing services to help DBEs, and other small businesses, obtain bonding and financing);
- (3) Providing technical assistance and other services;
- (4) Carrying out information and communications programs on contracting procedures and specific contract opportunities (e.g., ensuring the inclusion of DBEs, and other small businesses, on recipient mailing lists for bidders; ensuring the dissemination to bidders on prime contracts of lists of potential subcontractors; provision of information in languages other than English, where appropriate);
- (5) Implementing a supportive services program to develop and improve immediate and long-term business management, record keeping, and financial and accounting capability for DBEs and other small businesses;(6) Providing services to help DBEs, and other small businesses, improve long-term development, increase opportunities to participate in a variety of kinds of work, handle increasingly significant projects, and achieve eventual self-sufficiency;
- (7) Establishing a program to assist new, start-up firms, particularly in fields in which DBE participation has historically been low;
- (8) Ensuring distribution of the DBE directory, through print and electronic means, to the widest feasible universe of potential prime contractors; and
- (9) Assisting DBEs, and other small businesses, to develop their capability to utilize emerging technology and conduct business through electronic media.

The St. Tammany Parish Government will arrange solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate participation by DBEs and other small businesses and by making contracts more accessible to small businesses, by means such as those provided under §26.39.

Contract Goals

If the approved projection under paragraph (c) of §26.51 estimates that the entire overall goal for a given year can be met through race-neutral means, contract goals will not be set during that year, unless the use of contract goals becomes necessary in order meet the overall goal.

Contract goals will be established only on those DOT-assisted contracts that have subcontracting possibilities. A contract goal need not be established on every such contract, and the size of contract goals will be adapted to the circumstances of each such contract (e.g., type and location of work, availability of DBEs to perform the particular type of work).

Contract goals will be expressed as a percentage of the Federal share of a DOT-assisted contract.

## **Section 26.53 Good Faith Efforts Procedures in Situations where there are Contract Goals**

### ***Demonstration of good faith efforts (pre-award)***

In cases where a contract goal has been established, the contract in question will only be awarded to a bidder/offeree that has made good faith efforts to meet the contract goal. The bidder/offeree can demonstrate that it has made good faith efforts by either meeting the contract goal or documenting that it has made adequate good faith efforts to do so. Examples of good faith efforts are found in Appendix A to Part 26.

DBELO is responsible for determining whether a bidder/offeree who has not met the contract goal has documented sufficient good faith efforts to be regarded as Responsive.

St. Tammany Parish Government will ensure that all information is complete and accurate and adequately documents the bidder/offeree's good faith efforts before committing to the performance of the contract by the bidder/offeree.

***In all solicitations for DOT-assisted contracts for which a contract goal has been established, the following information will be required of every bidder/offeree:***

- (1) Award of the contract will be conditioned on meeting the requirements of this section;
- (2) All bidders or offerors will be required to submit the following information to the recipient, at the time provided in paragraph (3) of this section:
  - (i) The names and addresses of DBE firms that will participate in the contract;
  - (ii) A description of the work that each DBE will perform. To count toward meeting a goal, each DBE firm must be certified in a NAICS code applicable to the kind of work the firm would perform on the contract;
  - (iii) The dollar amount of the participation of each DBE firm participating;
  - (iv) Written documentation of the bidder/offeree's commitment to use a DBE subcontractor whose participation it submits to meet a contract goal; and
  - (v) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment.
  - (vi) If the contract goal is not met, evidence of good faith efforts (as elaborated in Appendix A of Part 26). The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract; and
- (3) The bidder/offeree will be required to present the information stipulated in paragraph (2) of this section:

Under sealed bid procedures, as a matter of **responsiveness**, or with initial proposals, under contract negotiation procedures;

### **Administrative reconsideration (26.53(d))**

Within seven (7) business days of being informed by St. Tammany Parish Government that it is not responsive because it has not documented sufficient good faith efforts, a bidder/offeree may request administrative reconsideration. Bidder/offerees should make this request in writing to the following reconsideration official: Sean Hoover, Director of Procurement, St. Tammany Parish Government, Post Office Box 628, Covington, LA, 70434, (985) 898-2520, [sdhoover@stpgov.org](mailto:sdhoover@stpgov.org). The reconsideration official will not have played any role in the original determination that the bidder/offeree did not document sufficient good faith efforts.

As part of this reconsideration, the bidder/offeree will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The bidder/offeree will have the opportunity to meet in person with our reconsideration official to discuss the

issue of whether it met the goal or made adequate good faith efforts to do. We will send the bidder/offeror a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

Good Faith Efforts procedural requirements (post-solicitation)

The awarded contractor will be required to make available upon request a copy of all DBE subcontracts. The contractor shall ensure that all subcontracts or agreements with DBEs to supply labor or materials include all required contract provisions and mandate that the subcontractor and all lower tier subcontractors perform in accordance with the provisions of Part 26.

Prime contractors will be prohibited from terminating a DBE subcontractor listed in response to a covered solicitation (or an approved substitute DBE firm) without the prior written consent of St. Tammany Parish Government. This includes, but is not limited to, instances in which a prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or another DBE firm.

Such written consent will be provided only if St. Tammany Parish Government agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the following circumstances:

1. The listed DBE subcontractor fails or refuses to execute a written contract;
2. The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
3. The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, non-discriminatory bond requirements.
4. The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
5. The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215 and 1,200 or applicable state law;
6. St. Tammany Parish Government determined that the listed DBE subcontractor is not a responsible contractor;
7. The listed DBE subcontractor voluntarily withdraws from the project and provides St. Tammany Parish Government written notice of its withdrawal;
8. The listed DBE is ineligible to receive DBE credit for the type of work required;
9. A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
10. Other documented good cause that St. Tammany Parish Government has determined compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE contractor was engaged or so that the prime contractor can substitute another DBE or non-DBE contractor after contract award.

Before transmitting to St. Tammany Parish Government, a request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to St. Tammany Parish Government, of its intent to request to terminate and/or substitute the DBE, and the reason(s) for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise St. Tammany Parish Government and the prime contractor of the reasons, if any, why the DBE objects to the proposed termination of its subcontract and why the prime contractor's action should not be approved. If required in a particular case as a matter of public necessity (e.g., safety), a response period shorter than five days may be provided.

In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

Each prime contract will include a provision stating:

The contractor shall utilize the specific DBEs listed in the contractor's bid response to perform the work and supply the materials for which each is listed unless the contractor obtains prior written consent of St. Tammany Parish Government as provided in 49 CFR Part 26, §26.53(f). Unless such consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

St. Tammany Parish Government will require a contractor to make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work on a contract with another certified DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal that was established for the procurement. The good faith efforts shall be documented by the contractor. If St. Tammany Parish Government requests documentation from the contractor under this provision, the contractor shall submit the documentation within 7 days, which may be extended for an additional 7 days if necessary at the request of the contractor. St. Tammany Parish Government shall provide a written determination to the contractor stating whether or not good faith efforts have been demonstrated.

If the contractor fails or refuses to comply in the time specified, the contracting office/representative of St. Tammany Parish Government may issue an order stopping all or part of payment/work until satisfactory action has been taken. If the contractor still fails to comply, the contracting officer may issue a termination for default proceeding.

#### **Section 26.55 Counting DBE Participation**

DBE participation will be counted toward overall and contract goals as provided in §26.55. The participation of a DBE subcontractor will not be counted toward a contractor's final compliance with its DBE obligations on a contract until the amount being counted has actually been paid to the DBE.

In the case of post-award substitutions or additions, if a firm is not currently certified as a DBE in accordance with the standards of subpart D of this part at the time of the execution of the contract, the firm's participation will not be counted toward any DBE goals, except as provided for in §26.87(j).

Pursuant to Sec. 150 of the FTA Reauthorization Act of 2018, firms that exceed the business size standard in § 26.65(b) will remain eligible for DBE certification and credit on FTA-funded projects as long as they do not exceed the small business size standard, as adjusted by the United States Small Business Administration, for the NAICS code(s) in which they are certified.

### **SUBPART D & E - CERTIFICATION**

#### **Section 26.61 – 26.73 Certification Process**

St. Tammany Parish Government is a non-certifying member of the Louisiana Unified Certification Program (UCP). Louisiana UCP will use the certification standards of Subpart D of Part 26 to determine the eligibility of firms to participate as DBEs in DOT-assisted contracts. To be certified as a DBE, a firm must meet all certification eligibility standards. Certifying Louisiana UCP members make all certification decisions based on the facts as a whole.

Attachment A

For information about the certification process or to apply for certification, firms should contact:

Louisiana Department of Transportation and Development

Compliance Programs Section

P. O. Box 94245, Baton Rouge, LA 70804-9245

Attn: Staci Messina Phone (225) 379-1382

The Uniform Certification Application form and documentation requirements are found in Attachment 8 to this program.

**Section 26.81 Unified Certification Programs**

St. Tammany Parish Government is the member of a Unified Certification Program (UCP) administered by the Louisiana Department of Transportation (LADOTD). The UCP will meet all of the requirements of this section. The Parish will use and count for DBE credit only those DBE firms certified by the Louisiana Unified Certification Program (LAUCP).

The following is a description of the UCP: LADOTD may certify any firm doing business in the State of Louisiana. St. Tammany Parish is located in LADOTD Region 2. In Region 2, the Louis Armstrong New Orleans International Airport, Orleans Levee District and the New Orleans Regional Transit Authority have formed the New Orleans Metropolitan Certifying Agency (NOMCA). NOMCA will operate as a single certifying agency and will certify firms that have their principal place in business in Region 2.

**SUBPART F – COMPLIANCE AND ENFORCEMENT**

**Section 26.101 Compliance Procedures Applicable to St. Tammany Parish Government**

St. Tammany Parish Government understands that if it fails to comply with any requirement of this part, St. Tammany Parish Government may be subject to formal enforcement action under §26.103 or §26.105 or appropriate program sanctions by the concerned operating administration, such as the suspension or termination of Federal funds, or refusal to approve projects, grants or contracts until deficiencies are remedied. Program sanctions may include, in the case of the FHWA program, actions provided for under 23 CFR 1.36; in the case of the FTA program, actions consistent with 49 U.S.C. 47106(d), 47111(d), and 47122; and in the case of the FTA program, any actions permitted under 49 U.S.C. chapter 53 or applicable FTA program requirements.

**Section 26.109 Information, Confidentiality, Cooperation**

Information that may reasonably be regarded as confidential business information, consistent with Federal, state, and local law will be safeguarded from disclosure to third parties.

Notwithstanding any provision of Federal or state law, information that may reasonably be construed as confidential business information will not be released to any third party without the written consent of the firm that submitted the information, including applications for DBE certification and supporting information. However, this information will be transmitted to DOT in any certification appeal proceeding under §26.89 or to any other state to which the individual's firm has applied for certification under §26.85.

All participants in the Department's DBE program (including, but not limited to, recipients, DBE firms and applicants for DBE certification, complainants and appellants, and contractors using DBE firms to meet contract goals) are required to cooperate fully and promptly with DOT and recipient compliance reviews, certification reviews, investigations, and other requests for information. Failure to do so shall be a ground

for appropriate action against the party involved (e.g., with respect to recipients, a finding of noncompliance; with respect to DBE firms, denial of certification or removal of eligibility and/or suspension and debarment; with respect to a complainant or appellant, dismissal of the complaint or appeal; with respect to a contractor which uses DBE firms to meet goals, findings of non-responsibility for future contracts and/or suspension and debarment).

*St. Tammany Parish Government, contractor, or any other participant in the program will not intimidate, threaten, coerce, or discriminate against any individual or firm for the purpose of interfering with any right or privilege secured by this part or because the individual or firm has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this part. St. Tammany Parish Government understands that it is in noncompliance with Part 26 if it violates this prohibition.*

***Monitoring Payments to DBEs***

St. Tammany Parish Government will require prime contractors to maintain records and documents of payments to DBEs for three (3) years following the performance of the contract. These records will be made available for inspection upon request by any authorized representative of St. Tammany Parish or DOT. This reporting requirement also extends to any certified DBE subcontractor.

St. Tammany Parish Government will perform interim audits of contract payments to DBEs. The audit will review payments to DBE subcontractors to ensure that the actual amount paid to DBE subcontractors equals or exceeds the dollar amounts stated in the schedule of DBE participation.

**ST TAMMANY PARISH ANNUAL SHORT-FALL ANALYSIS**

**Failure to meet overall goals ~ 49 CRF §26.47**

The St. Tammany Parish Civil Rights Officer is required to perform an Annual DBE Short-Fall Analysis. The analysis will be performed by December 30<sup>th</sup> of each year (90 days after the end of the Federal fiscal year).

When and if the approved annual goal is not achieved by St. Tammany Parish, the Civil Rights Officer will provide a written analysis explaining why the goal was not met and what actions the Parish will take to attempt to achieve the annual goal in the following fiscal year. The analysis will be kept on file by the Civil Rights Officer.

**Forms 1 & 2 for Demonstration of Good Faith Efforts for  
Utilization of Disadvantaged Business Enterprises (DBEs)**

**FORM 1: BIDDER/OFFEROR'S DBE PARTICIPATION ASSURANCE FORM**

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please summarize below and check the appropriate space):

Name and Address of Participating DBE Firm	Description of Work that Each DBE firm will Perform	Dollar Amount of the Participation of Each DBE Firm	DBE's Participation Percentage
		\$	%
		\$	%
		\$	%
		\$	%
Total DBE Participation		\$	%
Total Bid Price (Prime &	All Subcontractors)	\$	%

\_\_\_\_\_ The bidder/offeror is committed to a minimum of \_\_\_\_\_ % DBE utilization on this contract, as documented by the attached forms signed by the DBE firms.

\_\_\_\_\_ The bidder/offeror (if unable to meet the DBE goal of \_\_\_\_\_ %) is committed to a minimum of \_\_\_\_\_ % DBE utilization on this contract, as documented by the attached forms and other described good faith efforts.

Name of bidder/offeror's firm: \_\_\_\_\_

By \_\_\_\_\_  
(Signature)

Name \_\_\_\_\_ Title \_\_\_\_\_

State Registration No. \_\_\_\_\_

**FORM 2: LETTER OF INTENT**

Name of bidder/offeror's firm: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Name of DBE firm: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

Description of work to be performed by DBE firm:

-----  
-----  
-----  
-----  
-----

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is \$ \_\_\_\_\_.

**Affirmation**

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By \_\_\_\_\_  
(Signature)

Name \_\_\_\_\_ Title \_\_\_\_\_

**If the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.**

[Submit this page for each DBE subcontractor.]

---

**29. [ RESERVED ]**

---

**30. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**  
**FTA Circular 4220.1E**

**Applicability to Contracts**

The incorporation of FTA terms applies to all contracts.

**Flow Down**

The incorporation of FTA terms has unlimited flow down.

**Model Clause/Language**

FTA has developed the following incorporation of terms language:

**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 4220.1E, 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.

---

**31. DRUG AND ALCOHOL TESTING**  
**49 U.S.C. §5331**  
**49 CFR Parts 653 and 654**

**Applicability to Contracts**

The Drug and Alcohol testing provisions apply to Operational Service Contracts.

**Flow Down Requirements**

Anyone who performs a safety-sensitive function for the recipient or subrecipient is required to comply with 49 CFR 653 and 654, with certain exceptions for contracts involving maintenance services. Maintenance contractors for non-urbanized area formula program grantees are not subject to the rules. Also, the rules do not apply to maintenance subcontractors.

**Model Clause/Language**

**Introduction**

FTA's drug and alcohol rules, 49 CFR 653 and 654, respectively, are unique among the regulations issued by FTA. First, they require recipients to ensure that any entity performing a safety-sensitive function on the recipient's behalf (usually subrecipients and/or contractors) implement a complex drug and alcohol testing program that complies with Parts 653 and 654. Second, the rules condition the receipt of certain kinds of FTA funding on the recipient's compliance with the rules; thus, the recipient is not in compliance with the rules unless every entity that performs a safety-sensitive function on the recipient's behalf is in compliance with the rules. Third, the rules do not specify how a recipient ensures that its subrecipients and/or contractors comply with them.

How a recipient does so depends on several factors, including whether the contractor is covered independently by the drug and alcohol rules of another Department of Transportation operating administration, the nature of the relationship that the recipient has with the contractor, and the financial resources available to the recipient to oversee the contractor's drug and alcohol testing program. In

short, there are a variety of ways a recipient can ensure that its subrecipients and contractors comply with the rules.

Therefore, FTA has developed three model contract provisions for recipients to use "as is" or to modify to fit their particular situations.

#### **Explanation of Model Contract Clauses**

Under Option 1, the recipient ensures the contractor's compliance with the rules by requiring the contractor to participate in a drug and alcohol program administered by the recipient. The advantages of doing this are obvious: the recipient maintains total control over its compliance with 49 CFR 653 and 654. The disadvantage is that the recipient, which may not directly employ any safety-sensitive employees, has to implement a complex testing program. Therefore, this may be a practical option only for those recipients which have a testing program for their employees, and can add the contractor's safety-sensitive employees to that program.

Under Option 2, the recipient relies on the contractor to implement a drug and alcohol testing program that complies with 49 CFR 653 and 654, but retains the ability to monitor the contractor's testing program; thus, the recipient has less control over its compliance with the drug and alcohol testing rules than it does under option 1. The advantage of this approach is that it places the responsibility for complying with the rules on the entity that is actually performing the safety-sensitive function. Moreover, it reserves to the recipient the power to ensure that the contractor complies with the program. The disadvantage of Option 2 is that without adequate monitoring of the contractor's program, the recipient may find itself out of compliance with the rules.

Under option 3, the recipient specifies some or all of the specific features of a contractor's drug and alcohol compliance program. Thus, it requires the recipient to decide what it wants to do and how it wants to do it. The advantage of this option is that the recipient has more control over the contractor's drug and alcohol testing program, yet it is not actually administering the testing program. The disadvantage is that the recipient has to specify and understand clearly what it wants to do and why.

#### **Drug and Alcohol Testing Option 1**

The contractor agrees to:

*(a) participate in (grantee's or recipient's) drug and alcohol program established in compliance with 49 CFR 653 and 654.*

#### **Drug and Alcohol Testing Option 2**

The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of (name of State), or the St. Tammany Parish Government, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The contractor agrees further to certify annually its compliance with Parts 653 and 654 before (insert date) and to submit the Management Information System (MIS) reports before (insert date before March 15) to (insert title and address of person responsible for receiving information). To certify compliance the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

### **Drug and Alcohol Testing Option 3**

The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of (name of State), or the St. Tammany Parish Government, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The contractor agrees further to certify annually its compliance with Parts 653 and 654 before (insert date) and to submit the Management Information System (MIS) reports before (insert date before March 15) to (insert title and address of person responsible for receiving information). To certify compliance the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register. The Contractor agrees further to [Select a, b, or c] (a) submit before (insert date or upon request) a copy of the Policy Statement developed to implement its drug and alcohol testing program; OR (b) adopt (insert title of the Policy Statement the recipient wishes the contractor to use) as its policy statement as required under 49 CFR 653 and 654; OR (c) submit for review and approval before (insert date or upon request) a copy of its Policy Statement developed to implement its drug and alcohol testing program. In addition, the contractor agrees to: (to be determined by the recipient, but may address areas such as: the selection of the certified laboratory, substance abuse professional, or Medical Review Officer, or the use of a consortium).

---

### **32. Prompt Payment Mechanisms**

#### **Prompt Payment Mechanisms**

St. Tammany Parish Government will include the following clause in each FTA/DOT assisted prime contract:

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than fourteen calendar days from the receipt of each payment the prime contract receives from St. Tammany Parish Government. The prime contractor agrees further to return retainage payments to each subcontractor within fourteen calendar days after the subcontractors' work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of Razorback Transit. This clause applies to both DBE and non-DBE subcontracts.

#### **Retainage**

The prime contractor agrees to return retainage payments to each subcontractor within fourteen days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of St. Tammany Parish Government. This clause applies to both DBE and non- DBE subcontracts.

#### **Monitoring and Enforcement**

St. Tammany Parish Government has established an oversight program monitored the Procurement Officer to monitor and enforce that prompt payment and return of retainage is in fact occurring.

**END OF SECTION**

**AMENDMENT TO CONTRACT AGREEMENT  
BY AND BETWEEN THE PARISH OF ST. TAMMANY GOVERNMENT  
AND  
ST TAMMANY COUNCIL ON AGING INC**

**Contract No.:21-079, Amendment No.:3**

Be it known, that on this 20 day of February, 2025, the Parish of St. Tammany Government, through the Office of the Parish President (hereinafter sometimes referred to as the "Parish") and ST TAMMANY COUNCIL ON AGING INC, an entity qualified to do and doing business in this State and Parish (hereinafter sometimes referred to as "Provider") do hereby enter into this Amendment No.:3 to Contract No.:21-079 for STAR transit Urban Operations 2021. This Contract Amendment supersedes the previous Contract only where any conflict exists. This Amendment controls any conflicts of any term or condition. This Amendment is designed to only include additional terms and conditions. To that extent, this Contract Amendment is not intended as a novation of the remaining terms and conditions of the original documentation.

**SCOPE OF SERVICES**

The scope of the previous Contract is hereby modified hereinafter;

The Parish requires Amendment No.: 3 to Contract No.: 21-079 between the Parish and St Tammany Council on Aging Inc. for STAR Transit Urban Operations 2021. The Parish is amending the Contract scope as follows:

Amendment No.:3 will modify the contract to add Juneteenth to the holiday schedule. The additional observed holiday will be reflected below:

Provider will provide demand-response curb to curb transit service within the Parish's urbanized areas as designated by the U.S. Census Bureau. The trip must originate and terminate within these urban areas. Transit service is to be provided from 7:00 am to 5:00 pm Monday to Friday. Provider will provide up to 32,000 annual revenue hours of service. The following holidays will be observed with no service provided: New Year's Day; MLK Day; Mardi Gras; Good Friday; Memorial Day; Juneteenth; July 4<sup>th</sup>; Labor Day; Thanksgiving Day; Day after Thanksgiving; Christmas Eve and Christmas Day. If a holiday falls on a weekend, service will not operate on the day the holiday is officially observed.

The original Contract was \$5,755,200.00, Amendment No.: 1 added additional buses no additional compensation was added; Amendment No.: 2 increased compensation by \$1,918,400.00, Amendment No.:3 did not add any additional compensation, therefore, the revised contract total remains \$7,673,600.00.

Provider authorizes Parish to deduct from any payment due herein costs and service fees for recordation of this Amendment in full or an excerpt hereof, or any revisions or modifications thereof as required by law.

The scope includes only the additional services to be rendered and only the value of such additional services under new scope listed above. Provider agrees to update, provide and/or substantiate all applicable policies of insurance and bonding, as is required and/or requested by the Parish.

\*\*\*\*\*

Approved By: Andres Rivas Date: 2-13-25

**Risk Manager  
St. Tammany Parish Government**

**WITNESSES:**

Michelle Gelpi  
Signature

Michelle Gelpi  
Print Name

Deirdra L. Chiu  
Signature

Deirdra Chiasso  
Print Name

**PROVIDER:**

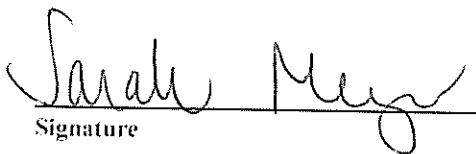
Amy W. Kudel  
Signature

Amy W. Kudel  
Print Name

Executive Director  
Title

02/11/2025  
Date

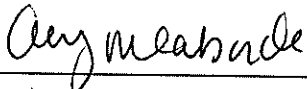
**WITNESSES:**



Signature

**Sarah Meyer**

Print Name

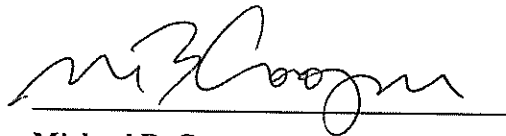


Signature

**Amy M. Laborde**

Print Name

**ST. TAMMANY PARISH  
GOVERNMENT:**



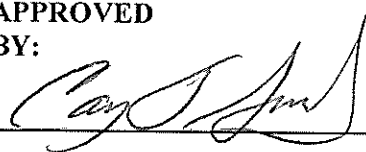
**Michael B. Cooper  
Parish President**

02/20/2025

Date

**APPROVED**

**BY:**



**Assistant District Attorney- Civil  
Division**

2/18/2025

Date

**AMENDMENT TO CONTRACT AGREEMENT  
BY AND BETWEEN THE PARISH OF ST. TAMMANY GOVERNMENT  
AND  
ST. TAMMANY COUNCIL ON AGING, INC.**

**Contract No.: 21-079, Amendment No.: 4**

Be it known, that on this 3 day of September, 2025, the Parish of St. Tammany Government, through the Office of the Parish President (hereinafter sometimes referred to as the "Parish") and St. Tammany Council on Aging, Inc., an entity qualified to do and doing business in this State and Parish (hereinafter sometimes referred to as "Provider") do hereby enter into this Amendment No.: 4 to Contract No.: 21-079 for the STAR Transit Urban Operations 2021. This Contract Amendment supersedes the previous Contract only where any conflict exists. This Amendment controls any conflicts of any term or condition. This Amendment is designed to only include additional terms and conditions. To that extent, this Contract Amendment is not intended as a novation of the remaining terms and conditions of the original documentation.

**SCOPE OF SERVICES**

The scope of the previous Contract is hereby modified hereinafter;

The Parish requires Amendment No.: 4 to Contract No.: 21-079 between the Parish and St Tammany Council on Aging Inc. for STAR Transit Urban Operations 2021. The Parish is amending the Contract as follows:

The section entitled "Scope of Services" is amended not to release the provider from the obligations stated in the original contract and amendments, but is intended to extend the term, increase the compensation for 2025/2026 services, and correct the contract total reimbursement amount. The hourly rate of \$59.95 will remain the same for the term of Amendment No.: 4.

Amendment No.: 4 amends the contract as follows:

Correct the original contract maximum reimbursement cost from \$1,918,400.00 (annual cost) to \$5,755,200.00, the amount equal to the three-year term of the original contract.

Correct the contract amount in Amendment No.1 from \$1,918,400.00 to \$5,755,200.00.

Amendment No. 4 extends the term of the Contract from October 1, 2025, to September 30, 2026, and increases the compensation by \$1,918,400.00 for annual services. Therefore, the revised contract total is \$9,592,000.00.

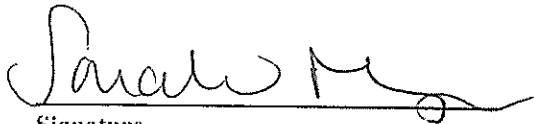
Provider is required to comply and assures compliance with the FTA clause provisions contained in Attachment A-4.

Provider agrees to update, provide and/or substantiate all applicable policies of insurance and bonding, as is required and/or requested by the Parish. Provider likewise agrees to provide all documentation within its possession required and requested by the Parish for funding by the State or Federal Government.

Provider authorizes Parish to deduct from any payment due herein costs and service fees for recordation of this Amendment in full or an excerpt hereof, or any revisions or modifications thereof as required by law.



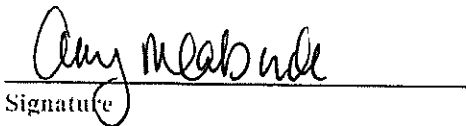
**WITNESSES:**



Signature

**Sarah Meyer**

Print Name



Signature

**Amy M. Laborde**

Print Name

**ST. TAMMANY PARISH  
GOVERNMENT:**

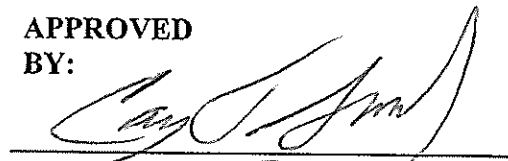


**Michael B. Cooper  
Parish President**

09/03/2025

Date

**APPROVED  
BY:**



**Assistant District Attorney- Civil  
Division**

9/2/2025

Date

**FEDERAL TRANSIT ADMINISTRATION (FTA)  
REQUIREMENTS**

St. Tammany Parish utilizes the code of Federal Regulations 2 CFR 200 to oversee FTA procurements. The contractor shall comply with the following FTA requirements. For purposes of these clauses, the AGENCY is the FTA recipient or sub-recipient that is entering the Contract with Contractor.

- 1. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES.** *[These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).]*

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

- 2. NOTIFICATION TO FTA.** *[These requirements apply to all contracts and subcontracts in excess of \$25,000.]*

If a current or prospective legal matter that may affect the Federal Government emerges, Contractor must promptly notify the AGENCY, which must then promptly notify the FTA Chief Counsel and FTA Regional Counsel for Region 5. Contractor must include an equivalent provision in its subagreements at every tier for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

- A. Types of Legal Matters Requiring Notification.** 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.
- B. Matters Affecting the Federal Government.** Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the Contract, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.
- C. Additional Notice to U.S. DOT Inspector General.** Contractor must promptly notify the AGENCY, which must then promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for Region 5 if Contractor has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving

federal assistance. This responsibility occurs whether the Project is subject to this Contract or another agreement between the AGENCY and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the AGENCY. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a

criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of Contractor. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision also applies to all divisions of the AGENCY, including divisions tasked with law enforcement or investigatory functions.

**3. PROGRAM FRAUD & FALSE/FRAUDULENT STATEMENTS OR RELATED ACTS.**

*[These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).]*

- A. 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 CFR part 31, apply to its actions pertaining to this Project. Upon execution of the Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the Contract or the FTA-assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.
- B. Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on Contractor, to the extent the Federal Government deems appropriate.
- C. Contractors shall include the above two paragraphs 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.

**4. ACCESS TO RECORDS, REPORTS, & SITES.**

- A. **Record Retention.** Contractor shall retain and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.
- B. **Retention Period.** The contractor shall comply with the record retention requirements in

accordance with 2 CFR § 200.333. Contractor shall maintain all books, records, accounts, and reports required under this Contract for a period of at 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 records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

**C. Access to Records.** Contractor shall provide sufficient access to the U.S. Secretary of Transportation, the Comptroller General of the United States, FTA, the Agency, and their duly authorized representatives to inspect and audit records and information related to the performance of this contract as reasonably may be required.

**D. Access to the Sites of Performance.** Contractor shall permit FTA, the Agency, and their duly authorized representatives access to the sites of performance under this Contract as reasonably may be required.

**5. FEDERAL CHANGES.** Contractor shall at all times comply with all applicable federal laws, regulations, requirements, policies, procedures, guidance, and directives, including without limitation those listed directly or by reference in the FTA Master Agreement between the City of Green Bay and the FTA, as they may be amended or promulgated from time to time during the term of the Contract. Contractor's failure to so comply shall constitute a material breach of the Contract.

**6. CIVIL RIGHTS.** The AGENCY must comply with applicable federal civil rights laws, regulations, and requirements, and follow applicable federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless an AGENCY or federal program, including any Indian Tribe or Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with each civil rights statute, including compliance with equity in service requirements.

**A. Nondiscrimination in Federal Public Transportation Programs.**

1. Contractor must prohibit: (a) discrimination based on race, color, religion, national origin, sex (including sexual orientation), disability, or age; (b) exclusion from participation in employment or a business opportunity for reasons identified in 49 U.S.C. § 5332; (c) denial of program benefits in employment or a business opportunity identified in 49 U.S.C. § 5332; and (d) discrimination identified in 49 U.S.C. § 5332, including discrimination in employment or a business opportunity identified in 49 U.S.C. § 5332.

2. Contractor must follow the most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance. However, FTA does not require an Indian Tribe to comply with FTA program specific guidelines for Title VI when administering its agreement supported with federal assistance under the Tribal Transit Program.

**B. Nondiscrimination – Title VI of the Civil Rights Act.** Contractor must:

1. Contractor must prohibit discrimination based on race, color, or national origin,

2. Contractor must comply with: **(a)** Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, et seq.; **(b)** U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 CFR Part 21, including any amendments thereto; and **(c)** Federal transit law, specifically 49 U.S.C. § 5332; and
3. Contractor must follow: **(a)** the most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance; **(b)** U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3; and **(c)** all other applicable federal guidance that may be issued.

**C. Equal Employment Opportunity.**

1. Federal Requirements and Guidance. Contractor must prohibit discrimination based on race, color, religion, sex, sexual orientation, , or national origin. Contractor must also comply with: **(a)** Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, et seq.; **(b)** Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, et seq.; **(c)** federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of this Master Agreement; and **(d)** FTA Circular 4704.1 "Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients." Further, Contractor must follow other federal guidance pertaining to EEO laws, regulations, and requirements.
2. Indian Tribe. Contractor recognizes that Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer."

**7. INCORPORATION OF FTA TERMS.** *[These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).]*

The preceding provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (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 the contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any requests of the AGENCY that would cause the AGENCY to be in violation of the FTA terms and conditions. The Contractor shall include this clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA.

**8. FEDERAL LAW AND PUBLIC POLICY REQUIREMENTS.** All Federal funding must be expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements, including but not limited to those prohibiting discrimination and protecting free speech, religious liberty, public welfare, and the environment. The Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law.

9. **FEDERAL TERMINATION RIGHTS.** The termination rights under this Contract are in addition to, and in no way limit, the Federal Government's right to terminate as described in 2 CFR 5 200.340.
10. **DEBARMENT, SUSPENSION, INELIGIBILITY, & VOLUNTARY EXCLUSION.** *[This requirement does not apply to contracts and subcontracts under \$25,000.]*
- A. Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-Wide Debarment and Suspension (Non-procurement)," 2 CFR part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount.
- B. Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally-funded contract (which includes review of SAM at [sam.gov](http://sam.gov), if necessary to comply with U.S. DOT regulations, 2 CFR Part 1200) and are not presently declared by any Federal department or AGENCY to be: **(1)** debarred from participation in any federally-assisted Award; **(2)** suspended from participation in any federally-assisted Award; **(3)** proposed for debarment from participation in any federally-assisted Award; **(4)** declared ineligible to participate in any federally-assisted Award; **(5)** voluntarily excluded from participation in any federally-assisted Award; or **(6)** disqualified from participation in any federally assisted Award.
- C. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:
- The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that Contractor knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The contractor shall comply with the requirements of 2 CFR part 180, subpart C, as supplemented by 2 CFR part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.
11. **TERMINATION.** The AGENCY must include provisions in their contracts and subcontracts that allows for termination for cause and for convenience by the AGENCY, including the manner by which it will be affected and the basis for settlement. See Appendix II(B) to 2 CFR part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, and FTA Circular 4220.1F, Chapter IV, paragraph 2.b.(6)(b)4 – Termination.
12. **VIOLATION & BREACH OF CONTRACT.** *[These requirements are not applicable to contracts and subcontracts under the simplified acquisition threshold (currently set at \$250,000).]* Unless otherwise provided for by the AGENCY, the following provisions shall apply:
- A. **Dispute Resolution.** Disputes arising in the performance of this Contract that are not

resolved by agreement of the parties shall be decided in writing by the authorized representative of AGENCY. This decision shall be final and conclusive unless within ten calendar days from the date of receipt of its copy, Contractor mails or otherwise furnishes a written appeal to the authorized representative of AGENCY. In connection with any such appeal, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the authorized representative of AGENCY shall be binding upon Contractor, and Contractor shall abide by the decision.

- B. Performance During Disputes.** Notwithstanding the existence of any dispute between the parties, insofar as is possible, under the terms of the Contract, Contractor shall continue to perform the obligations required of Contractor during the continuation of any such dispute unless enjoined or prohibited by a Wisconsin Court of competent jurisdiction.
- C. 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 AGENCY or Contractor shall constitute a waiver of any right or duty afforded any of them under this 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 upon in writing.

**13. LOBBYING RESTRICTIONS.** *[These requirements do not apply to contracts and subcontracts under \$100,000.]*

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

**14. CARGO PREFERENCE (USE OF U.S.-FLAG VESSELS).** *[These requirements apply to all contracts involving equipment, material, or commodities that may be transported by ocean vessels.]*

- A.** Contractor shall use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the Contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- B.** Contractor shall furnish within 20 working days following the date of loading for shipments

originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through Contractor in the case of a subcontractor's bill-of-lading); and

- C. Contractor shall include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.
15. **FLY AMERICA.** *[These requirements apply to contracts and subcontracts involving the transportation of persons or property by air between a place in the United States and a place outside of the United States, or between places outside the United States, when the FTA will participate in the cost of such air transportation.]*
- A. As used in this clause: (1) "international air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States; (2) "United States" means the 50 States, the District of Columbia, and outlying areas; and (3) "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.
- B. When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.
- C. If available, Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.
- D. If Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, then Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S. - Flag Air Carriers - International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. *[State reasons]:*

---

(End of statement)

- E. Contractor shall include the substance of this clause, including this paragraph (E), in each subcontract or purchase under this contract that may involve international air transportation.

**16. EMPLOYEE PROTECTIONS.**

**A. Prevailing Wage & Anti-Kickback.** *[These requirements apply to all prime construction, alteration, or repair contracts in excess of \$2,000.]*

1. For all prime construction, alteration or repair contracts in excess of \$2,000 awarded by FTA, Contractor shall comply with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In accordance with the statute, Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
2. In addition, Contractor shall pay wages not less than once a week. Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States." Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

**B. Contract Work Hours/Safety Standards for Awards Involving Construction.** *[These requirements apply to all contracts involving construction in excess of \$100,000 that involve the employment of mechanics or laborers.]*

1. For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the DOL regulations at 29 CFR part 5. Under 40 U.S.C. § 3702 of the Act, Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.
2. In the event of any violation of the clause set forth herein, Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition,

Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this clause.

3. The FTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in this section.
4. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this Contract.

**C. Contract Work Hours/Safety Standards for Awards Not Involving Construction.**

*[These requirements apply to all contracts (not involving construction) in excess of \$100,000 that involve the employment of mechanics or laborers.]*

1. Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 *et seq.*, and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR part 5.
2. Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
3. Such records maintained under this paragraph shall be made available by Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and Contractor will permit such representatives to interview employees during working hours on the job.

4. Contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

**17. SEISMIC SAFETY.** *[These requirements apply only to contracts for the construction of new buildings or additions to existing buildings.]*

Contractor shall design and construct any new building or addition to an existing building in accordance with the standards for Seismic Safety required in Department of Transportation (DOT) Seismic Safety Regulations (49 CFR part 41) and will certify its compliance to the extent required by the regulation. Contractor shall ensure that all work performed under this Contract, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.

**18. VETERANS EMPLOYMENT.** *[These requirements apply only to capital projects. See 49 U.S.C. § 5302(3).]*

Contractor shall give a hiring preference, to the extent practicable, to veterans (as defined in U.S.C. Section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the Contract. This requirement shall not be understood, construed or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

**19. BONDING.** *[These requirements are applicable to all construction or facility improvement contracts and subcontracts exceeding the simplified acquisition threshold (currently set at \$250,000). See FTA Circular C 4220.1F for specific bonding requirements.]*

Bonds are required for all construction or facility improvement contracts and subcontracts exceeding the simplified acquisition threshold. FTA may accept the bonding policy and requirements of the AGENCY if FTA has determined that the Federal interest is adequately protected. If such a determination has not been made, the following minimum requirements apply:

- A. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- B. A performance bond on the part of Contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all of Contractor's obligations under such contract.
- C. A payment bond on the part of Contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

**20. PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS.** *[These requirements apply only to contracts for transit operations performed by employees of contractors and subcontractors recognized by FTA to be a transit operator.]*

Contractor shall comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

- A. U.S. DOL Certification.** Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.
- B. Special Warranty.** When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.
- C. Special Arrangements.** The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.
- D. Flow Down.** The contractor shall include the substance of this clause in each subcontract that may involve operating public transit services.

**21. CHARTER SERVICE.** *[These requirements apply to contracts for operating public transportation service.]*

- A.** Contractor shall comply with 49 U.S.C. 5323(d), (g), and (r), and 49 CFR part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally-funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under: **(1)** federal transit laws, specifically 49 U.S.C. § 5323(d); **(2)** FTA regulations, "Charter Service," 49 CFR part 604; **(3)** any other federal Charter Service regulations; or **(4)** Federal guidance, except as FTA determines otherwise in writing.
- B.** If Contractor engages in a pattern of violations of FTA's Charter Service regulations, then FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include: **(1)** barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA; **(2)** withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or **(3)** any other appropriate remedy that may apply.
- C.** The contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

**22. SCHOOL BUS OPERATIONS.** *[These requirements apply to contracts for operating public transportation service.]*

Contractor shall comply with 49 U.S.C. 5323(f) and (g), and 49 CFR part 605, and not engage in school bus operations using federally-funded equipment or facilities in competition with private operators of school buses, except as permitted under: **(A)** federal transit laws, specifically 49 U.S.C. § 5323(f); **(B)** FTA regulations, "School Bus Operations," 49 CFR part 605; **(C)** any other Federal School Bus regulations; or **(D)** federal guidance, except as FTA determines otherwise in writing. If Contractor violates these school bus requirements, then FTA may bar Contractor from receiving Federal assistance for public transportation or require Contractor to take such remedial measures as FTA considers appropriate. When operating exclusive school bus service under an allowable exemption, Contractor may not use federally funded equipment, vehicles, or facilities. The contractor should include the substance of this clause in each subcontract or purchase under this Contract that may operate public transportation services.

**23. MOTOR CARRIER SAFETY.** *[These requirements apply to contracts for operating bus operation service.]*

**A. Financial Responsibility.** Contractor shall comply with the economic and insurance registration requirements of: **(1)** U.S. Federal Motor Carrier Safety Administration (U.S. FMCSA) regulations, "Minimum Levels of Financial Responsibility for Motor Carriers," 49 C.F.R. part 387, if Contractor is: **(a)** engaged in operations requiring compliance with 49 C.F.R. part 387, **(b)** engaged in interstate commerce, and **(c)** not within a defined commercial zone; and **(2)** provisions of 49 U.S.C. § 31138(e)(4), which supersede inconsistent provisions of 49 C.F.R. part 387, and reduce the amount of insurance the Recipient must obtain to the highest amount required by any state in which the public transportation provider operates, if it operates within a public transportation service area located in more than one state, and receives federal assistance under 49 U.S.C. §§ 5307, 5310, and 5311.

**B. U.S. FMCSA Requirements.** Contractor shall comply with: **(1)** safety requirements of U.S. Federal Motor Carrier Safety Administration (**U.S. FMCSA**) regulations, "Federal Motor Carrier Safety Regulations," 49 C.F.R. parts 390 – 397, to the extent applicable; and **(2)** driver's license requirements of U.S. FMCSA regulations, "Commercial Driver's License Standards, Requirements, and Penalties," 49 C.F.R. part 383, and "State Compliance with Commercial Driver's License," 49 C.F.R. part 384, to the extent applicable, with the substance abuse requirements and guidance of U.S. FMCSA's regulations, "Drug and Alcohol Use and Testing Requirements," 49 C.F.R. part 382, and implementing federal guidance, to the extent applicable.

**24. SAFE OPERATIONS OF MOTOR VEHICLES.**

**A. Seat Belt Use.** The contractor is encouraged to adopt and promote 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. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by Contractor or AGENCY.

- B. Distracted Driving.** Contractor shall 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 work performed under this Contract.
- C. Subcontracts.** Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts that exceed the micro-purchase threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award.
- 25. CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING.** *[These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).]*
- A. Definitions.** As used in this clause: (1) "**driving**" means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise (**note:** "driving" does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary); and (2) "**text messaging**" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication (**note:** "text messaging" does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park).
- B. Executive Order.** This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, dated October 1, 2009. Contractor is encouraged to adopt and enforce policies that ban text messaging while driving company-owned/rented vehicles, Government-owned vehicles, and privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government. Contractor is also encouraged to conduct initiatives in a manner commensurate with the size of the business, such as: (1) establishment of new rules and programs or reevaluation of existing programs to prohibit text messaging while driving; and (2) education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- C. Subcontracts.** Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts that exceed the micro-purchase threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award.
- 26. SUBSTANCE ABUSE (DRUG & ALCOHOL TESTING).** *[These requirements apply to contracts with contractors who perform safety-sensitive functions, as defined in 49 CFR Part 655.4, "Definitions."]*
- A.** Contractor shall establish and implement a drug and alcohol testing program that complies with "Procedures for Transportation Workplace Drug and Alcohol Testing Programs" (49

CFR Part 40) and "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations" (49 CFR Part 655), produce any documentation necessary to establish its compliance with parts 655 and 40, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Wisconsin, or the City of Green Bay, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR part 655 and 49 CFR part 40 and review the testing process.

- B. Contractor shall also submit for review and approval a copy of its substance abuse prevention policy developed to implement its drug and alcohol testing program. Further, Contractor shall certify annually its compliance with parts 655 and 40 and to submit the Drug and Alcohol Management Information System (DAMIS) reports before March 15 to Grants Project Manager-Transit, PO Box 628, Mandeville, LA 70434. To certify compliance, Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.
  - C. Contractor shall require the inclusion of the language of this clause within subcontracts of all tiers involving the performance of a safety-sensitive function under the Contract.
27. **BUY AMERICA.** *[These requirements apply to contracts over \$150,000 if they involve the purchase of iron, steel, manufactured goods, or rolling stock.]*
- A. Contractor shall comply with 49 U.S.C. 5323(j) and 49 CFR part 661, which provide that federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR § 661.7 and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 CFR § 661.11. The contractor must submit to AGENCY the appropriate Buy America certification with its offer. Offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.
  - B. Build America, Buy America Act. Construction materials used in FTA-funded projects are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget's "Buy America Preferences for Infrastructure Projects," 2 CFR Part 184. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) or a finding under § 70914(b). In accordance with 2 CFR § 184.2(a), the Recipient shall apply the standards of 49 CFR Part 661 to iron, steel, and manufactured products.
28. **PROHIBITED TELECOMMUNICATIONS/SURVEILLANCE SERVICES/EQUIPMENT.**  
The AGENCY is prohibited from obligating or expending loan or grant funds to: procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractor shall not provide

covered telecommunications equipment or services in the performance of the Contract. As described in Public Law 115-232, section 889, covered telecommunications equipment is: **(A)** telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); **(B)** video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes; **(C)** Telecommunications or video surveillance services provided by such entities or using such equipment; and **(D)** telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

**29. AIR POLLUTION & FUEL ECONOMY.** *[These requirements apply to contracts for the purchase of rolling stock.]*

The Contractor agrees to comply with applicable Federal air pollution control and fuel economy regulations, such as: EPA regulations, "Control of Air Pollution from Mobile Sources," 40 CFR Part 85; EPA regulations, "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines," 40 CFR Part 86; and EPA regulations, "Fuel Economy of Motor Vehicles," 40 CFR Part 600.

**30. ROLLING STOCK LIMITATIONS.** *[These requirements apply to contracts for the purchase of rolling stock.]*

Contractor and its subcontractors must comply with the limitation on certain rolling stock procurements at 49 U.S.C. § 5323(u), prohibiting the procurement of rolling stock from specified manufacturers for public transportation use.

**31. PRE-AWARD & POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES.** *[These requirements apply to contracts for the purchase of rolling stock.]*

Contractor shall comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 CFR part 663. Contractor shall comply with the Buy America certification(s) submitted with its offer. Contractor shall participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 CFR part 663 and related FTA guidance.

**32. BUS TESTING.** *[These requirements apply to contracts for the purchase/lease of any bus model that is new or has any major change in configuration/components to be acquired/leased.]*

Contractor [Manufacturer] agrees to comply with the Bus Testing requirements under 49 U.S.C. 5318(e) and FTA's implementing regulation at 49 CFR part 665 to ensure that the requisite testing is performed for all new bus models or any bus model with a major change in configuration or components, and that the bus model has achieved a passing score. Upon completion of the testing, Contractor shall obtain a copy of the bus testing reports from the

operator of the testing facility and make that report(s) publicly available prior to final acceptance of the first vehicle by the grantee.

- 33. ENVIRONMENTAL PROTECTIONS.** Contractor shall comply with all applicable environmental and resource use laws, regulations, and requirements, and follow applicable guidance, now in effect or that may become effective in the future, including state and local laws, ordinances, regulations, and requirements and follow applicable guidance.

**A. National Environmental Policy Act.**

1. Contractor shall comply and facilitate compliance with federal laws, regulations, and requirements, including, but not limited to: (a) federal transit laws, such as 49 U.S.C. § 5323(c)(2), and 23 U.S.C. § 139; (b) the National Environmental Policy Act of 1969 (NEPA), as amended, 42 U.S.C. §§ 4321 et seq., as limited by 42 U.S.C. § 5159, and CEQ's implementing regulations 40 C.F.R. part 1500 – 1508; (c) joint FHWA and FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. part 771 and 49 C.F.R. part 622; (d) Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," March 5, 1970, 42 U.S.C. § 4321 note; and (e) other federal environmental protection laws, regulations, and requirements applicable to Contractor.
2. Contractor shall follow federal guidance to the extent that the guidance is consistent with applicable authorizing legislation, which may include: (a) joint FHWA and FTA final guidance, "Interim Guidance on MAP-21 Section 1319, Accelerated Decision making in Environmental Reviews," January 14, 2013; (b) joint FHWA and FTA final guidance, "SAFETEA-LU Environmental Review Process (Pub. L. 109-59)," 71 Fed. Reg. 66576, November 15, 2006; and (c) other federal environmental guidance applicable to the Contractor.

- B. Other Environmental Federal Laws.** Contractor shall comply or facilitate compliance with all applicable federal laws, regulations, and requirements, and will follow applicable guidance, including, but not limited to, the Clean Air Act, Clean Water Act, Wild and Scenic Rivers Act of 1968, Coastal Zone Management Act of 1972, the Endangered Species Act of 1973, Magnuson Stevens Fishery Conservation and Management Act, Resource Conservation and Recovery Act, Comprehensive Environmental Response, Compensation, and Liability Act, Executive Order No. 11990 relating to "Protection of Wetlands," and Executive Order Nos. 11988 and 13690 relating to "Floodplain Management."

- C. Use of Certain Public Lands.** Contractor shall comply with U.S. DOT laws, specifically 49 U.S.C. § 303 (often referred to as "section 4(f)"), and joint FHWA and FTA regulations, "Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites," 23 C.F.R. part 774, and referenced in 49 C.F.R. part 622.

- D. Historic Preservation.** Contractor shall comply with: (1) U.S. DOT laws, including 49 U.S.C. § 303 (often referred to as "section 4(f)"), which requires certain findings be made before an Award may be undertaken if it involves the use of any land from a historic site that is on or eligible for inclusion on the National Register of Historic Places; (2) federal historic and archaeological preservation requirements of section 106 of the National

Historic Preservation Act, as amended, 54 U.S.C. § 306108; (3) the Archeological and Historic Preservation Act of 1974, as amended, 54 U.S.C. § 312501 et seq.; (4) U.S. Advisory Council on Historic Preservation regulations, "Protection of Historic Properties," 36 C.F.R. part 800; and (5) other federal requirements and federal guidance to avoid or mitigate adverse effects on historic properties.

- E. Indian Sacred Sites.** Contractor shall facilitate compliance with federal efforts to promote the preservation of places and objects of religious importance to American Indians, Eskimos, Aleuts, and Native Hawaiians, and facilitate compliance with the American Indian Religious Freedom Act, 42 U.S.C. § 1996, and Executive Order No. 13007, "Indian Sacred Sites," May 24, 1996, 42 U.S.C. § 3161 note.

- 34. CLEAN AIR ACT & FEDERAL WATER POLLUTION CONTROL ACT.** *[These requirements do not apply to contracts and subcontracts under \$150,000.]*

Contractor shall ensure that it: (A) will not use any violating facilities; (B) will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;" (C) will report violations of use of prohibited facilities to FTA; and (D) will comply with the inspection and other requirements of the Clean Air Act, as amended (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251- 1387).

- 35. ENERGY CONSERVATION.** Contractor shall 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 (42 U.S.C. §§ 6321 et seq.).

- 36. RECYCLED PRODUCTS (SOLID WASTES).** *[These requirements apply to all contracts and subcontracts involving the purchase of items designated by the EPA (that contain the highest percentage of recovered materials practicable) in excess of \$10,000. See 40 C.F.R. part 247 for federal designation of items.]*

Contractor shall provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 CFR part 247. The requirements of Section 6002 include: (A) procuring only items designated in guidelines of the U.S. EPA at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (B) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (C) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- 37. INTELLECTUAL PROPERTY/PATENT RIGHTS & RIGHTS IN DATA.** *[These requirements apply to contracts for the performance of experimental, developmental, or research work.]*

- A.** This Project is funded through a Federal award with FTA for experimental, developmental,

Attachment A

or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. Contractor shall grant the AGENCY intellectual property access and licenses deemed necessary for the work performed under this Contract and in accordance with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT. The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Contract and shall, at a minimum, include the following restrictions: Except for its own internal use, Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution. For purposes of this Contract, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

- B.** The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes": (1) any subject data developed under the Contract, whether or not a copyright has been obtained; and (2) any rights of copyright purchased by Contractor using federal assistance in whole or in part by the FTA. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.
- C.** Unless FTA determines otherwise, Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.
- D.** Unless prohibited by state law, upon request by the Federal Government, Contractor shall indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Contractor shall be required to indemnify the Federal Government  
for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

- E. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
- F. Data developed by Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the Contract is exempt from the requirements herein, provided that Contractor identifies those data in writing at the time of delivery of the Contract work.
- G. Contractor shall include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

**38. COMPLIANCE WITH NATIONAL ITS ARCHITECTURE POLICY.** *[These requirements apply only to contracts for National Intelligent Transportation System projects.]*

Contractor shall conform to the National Intelligent Transportation Systems (ITS) Architecture requirements of 23 U.S.C. § 517(d), unless it obtains an exemption from those requirements, and follow FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 Fed. Reg. 1455, January 8, 2001, and all other applicable federal guidance.

**39. NTD REPORTING.** As a condition of benefitting from federal assistance for public transportation operations, Contractor and its subcontractors must: **(A)** facilitate compliance with 49 U.S.C. § 5335(a), which authorizes the National Transit Database (NTD); **(B)** conform to the NTD reporting system and the Uniform System of Accounts and Records; **(C)** comply with FTA regulations, "Uniform System of Accounts and Records and Reporting System," 49 CFR Part 630; **(D)** report when required to the National Transit Database in accordance with FTA regulation 49 CFR Part 630, "National Transit Database," and applicable FTA instructions: **(1)** any information relating to a transit asset inventory or condition assessment; **(2)** any data on assaults on transit workers; **(3)** any data on fatalities that result from an impact with a bus; and **(4)** such other information as FTA may require; **(E)** comply with any other applicable reporting regulations, and requirements; and **(F)** follow FTA guidance.

**40. TRAFFICKING IN PERSONS.** Contractor and its subcontractors or their employees shall not: **(A)** engage in severe forms of trafficking in persons during the Contract Term; **(B)** procure a commercial sex act during the Contract Term; or **(C)** use forced labor in the performance of the Contract. Contractor shall inform AGENCY immediately of any information Contractor receives from any source alleging a violation of a prohibition in this section. AGENCY may terminate this Contract for any violation of this section; such right of termination is in addition to all other remedies for noncompliance that are available to the AGENCY.

**41. DBE REQUIREMENTS.**

All contracts utilizing federal dollars must include assurances that third party contractors will comply with the DBE program requirements of 49 C.F.R. part 26, when applicable. The following contract clause is required in all DOT-assisted prime and subcontracts:

*The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may*

## Attachment A

*result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:*

1. *Withholding monthly progress payments;*
2. *Assessing sanctions;*
3. *Liquidated damages; and/or*
4. *Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).*

Further, recipients must establish a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the recipient makes to the prime contractor. 49 C.F.R. § 26.29(a). Finally, for contracts with defined DBE contract goals, each FTA recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the recipient's written consent; and that, unless the recipient's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

- 42. ADA REQUIREMENTS.** Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following federal prohibitions against discrimination based on disability:
- A. Federal laws, including:**
1. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination based on disability in the administration of federally assisted Programs, Projects, or activities;
  2. The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101, et seq., which requires that accessible facilities and services be made available to individuals with disabilities:
    - For FTA Recipients generally, Titles I, II, and III of the ADA apply; but
    - For Indian Tribes, Titles II and III of the ADA apply, but Title I of the ADA does not apply because it exempts Indian Tribes from the definition of "employer;"
  3. The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151, et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities;
  4. Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination; and
  5. Other applicable federal laws, regulations, and requirements pertaining to access for seniors or individuals with disabilities.
- B. Federal regulations and guidance, including:**
1. U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37;
  2. U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27;
  3. Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 49 CFR Part 38;
  4. U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 CFR Part 39;

Attachment A

5. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35;
6. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;
7. U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630;
8. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 CFR Part 64, subpart F;
9. U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 CFR Part 1194;
10. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609;
11. FTA Circular 4710.1, "Americans with Disabilities Act: Guidance;" and
12. Other applicable federal civil rights and nondiscrimination regulations and guidance.

**FTA CERTIFICATIONS**

**EACH CERTIFICATION PROVIDES INSTRUCTION  
DESCRIBING WHEN THE CERTIFICATION IS APPLICABLE**

**INAPPLICABLE FTA CERTIFICATIONS MAY BE LEFT BLANK**

**OFFERS THAT DO NOT INCLUDE COMPLETED  
CERTIFICATIONS, IF APPLICABLE,  
WILL BE REJECTED AS NONRESPONSIVE.**

**DEBARMENT AND SUSPENSION CERTIFICATION**

*This certification does not apply to contracts and subcontracts under \$25,000. Offers that do not include this completed certification, if applicable, will be rejected as nonresponsive.*

**Check one box below (and provide explanation if necessary):**

- The Proposer certifies that the Proposer and its principals:
  1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any federal department or agency;
  2. Have not, within the preceding three years, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;
  3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any offense described in Paragraph 2 of this certification;
  4. Have not, within the preceding three years, had one or more public transactions (federal, state, or local) terminated for cause or default.

- OR -

- The Proposer is unable to certify to all of the statements in this certification, and attaches its explanation to this certification. (In the explanation, the Proposer must certify to those statements that can be certified and explain why the other statements cannot be certified.)

The Proposer shall require that the language of this certification be included in the contract documents for all subcontractors and material suppliers at all tiers, and that all subcontractors and material suppliers shall certify and disclose accordingly.

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. §§ 3801 et al. are applicable to this certification.

Company: St. Tammany Council on Aging

Name: Amy W. Kudel

Title: Executive Director

Signature: Amy W. Kudel

Date: 08/29/2025

**BUY AMERICA CERTIFICATION**

*This certification applies to contracts over \$150,000 if they involve the purchase of iron, steel, manufactured goods, or rolling stock. Offers that do not include this completed certification, if applicable, will be rejected as nonresponsive.*

If this Offer is valued in excess of \$150,000 and **involves the procurement of steel, iron, or manufactured products (as defined in 49 CFR §§ 661.3 and 661.5)**, the Proposer hereby certifies that it:

Will comply with the requirements of 49 U.S.C. § 5323(j)(1) and the applicable regulations in 49 CFR part 661;

OR

Cannot comply the requirements of 49 U.S.C. § 5323(j) (and 49 CFR part 661) but may qualify for an exception to the requirements pursuant to 49 U.S.C. § 5323(j)(2), as amended, and the applicable regulations in 49 CFR § 661.7.

If this Offer is valued in excess of \$150,000 and **involves the procurement of buses or other rolling stock (including associated equipment)**, the Proposer hereby certifies that it:

Will comply with the requirements of 49 U.S.C. § 5323(j) and the applicable regulations of 49 CFR § 661.11;

OR

Cannot comply with the requirements of 49 § U.S.C. 5323(j) (and 49 CFR § 661.11), but may qualify for an exception to the requirements consistent with 49 U.S.C. § 5323(j)(2)(C), as amended, and the applicable regulations in 49 CFR § 661.7.

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. §§ 3801 et al. are applicable to this certification

Company: St. Tammany Council on Aging

Name: Amy W. Kudel

Title: Executive Director

Signature: Amy W. Kudel

Date: 08/29/2025

**LOBBYING CERTIFICATION**

*This certification does not apply to contracts and subcontracts under \$100,000. Offers that do not include this completed certification, if applicable, will be rejected as nonresponsive.*

The Proposer certifies that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Proposer, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Proposer shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The Proposer shall require that the language of this certification be included in the contract documents for all subcontractors and material suppliers at all tiers, and that all subcontractors and material suppliers 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.

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. §§ 3801 et al. are applicable to this certification.

Company: St. Tammany Council on Aging

Name: Amy W. Kudel

Title: Executive Director

Signature: Amy W. Kudel

Date: 08/29/2025

Per paragraph 2 above, complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," if applicable.

**CERTIFICATE OF COMPLIANCE WITH BUS TESTING REQUIREMENT**

*This certification applies to contracts for the purchase or lease of any bus model that is new or has any major change in configuration or components to be acquired or leased. Offers that do not include this completed certification, if applicable, will be rejected as nonresponsive.*

The Proposer certifies that the bus was tested at the Bus Testing Facility and that the bus received a passing test score as required by 49 CFR Part 665. The applicant has received or will receive the appropriate full Bus Testing Report and any applicable partial testing reports before final acceptance of the first vehicle.

The Proposer understands that misrepresenting the testing status of a vehicle acquired with federal financial assistance may subject the undersigned to civil penalties as outlined in the Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the Proposer understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. §§ 3801 et al. are applicable to this certification.

Company: St. Tammany Council on Aging

Name: Amy W. Kudel

Title: Executive Director

Signature: Amy W. Kudel

Date: 08/29/2025

**TRANSIT VEHICLE MANUFACTURER DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION**

*This certificate applies to contracts for the purchase of rolling stock. Offers that do not include this completed certification, if applicable, will be rejected as nonresponsive.*

The Proposer, a Transit Vehicle Manufacturer, hereby certifies that it has complied with the requirements of 49 CFR § 26.49 by submitting an annual DBE goal to the Federal Transit Administration (FTA). The goal has either been **approved** or **is pending approval** by FTA.

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. §§ 3801 et al. are applicable to this certification.

Company: St. Tammany Council on Aging  
Name: Amy W. Kudel  
Title: Executive Director  
Signature: Amy W. Kudel  
Date: 08/29/2025

**FEDERAL MOTOR VEHICLE SAFETY STANDARDS CERTIFICATION**

*This certificate applies to contracts for the purchase of rolling stock. Offers that do not include this completed certification, if applicable, will be rejected as nonresponsive.*

The Proposer certifies that it shall submit, if awarded the Contract: (1) the manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS; or (2) the manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. §§ 3801 et al. are applicable to this certification.

Company: St. Tammany Council on Aging  
Name: Amy W. Kudel  
Title: Executive Director  
Signature: Amy W. Kudel  
Date: 08/29/2025

**TAX LIABILITY CERTIFICATION**

*This certificate applies to all contracts. Offers that do not include this completed certification will be rejected as nonresponsive.*

The Proposer certifies that:

1. It has no unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability;
2. It has not been convicted of a felony criminal violation under any federal law within the preceding 24 months; and
3. It shall require that the language of this certification be included in the award documents for all subcontractors and material suppliers at all tiers, and that all subcontractors and material suppliers shall certify and disclose accordingly.

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. §§ 3801 et al. are applicable to this certification.

Company: St. Tammany Council on Aging  
Name: Amy W. Kudel  
Title: Executive Director  
Signature: Amy W. Kudel  
Date: 08/29/2025