Brazos Transit District

Request for Proposals
RFP#: 011821-2

Audit Services

January 18, 2021
# Table of Contents

**Section 1 Request for Proposals** .................................................................................................................................................. 3
1.1 Introduction .................................................................................................................................................................................. 3
1.2 Vendor Registration ..................................................................................................................................................................... 3
1.3 Solicitation Schedule ................................................................................................................................................................. 3
1.4 Offeror Communications and Requests ................................................................................................................................. 3
1.5 Instruction to Offerors ............................................................................................................................................................... 4
1.6 Evaluation Criteria and Procedures ........................................................................................................................................... 6
1.7 Response to Proposals .............................................................................................................................................................. 8
1.8 Type and Term of Contract ....................................................................................................................................................... 12
1.9 Invoicing and Payment ........................................................................................................................................................... 12
1.10 Disadvantaged Business Enterprises .................................................................................................................................. 12

**Section 2 Project Specifications** .................................................................................................................................................. 14
Scope of Financial and Compliance Audit ................................................................................................................................... 14
Description of Programs, Contracts and Grants .......................................................................................................................... 14
Performance .................................................................................................................................................................................. 14
Delivery Schedule ........................................................................................................................................................................... 14
Payment ...................................................................................................................................................................................... 14
Audit Review ................................................................................................................................................................................ 15
Exit Conference ............................................................................................................................................................................. 15
Workpapers ................................................................................................................................................................................ 15
Confidentiality ............................................................................................................................................................................... 15
AICPA Professional Standards ................................................................................................................................................... 15

**Section 3 Required Forms** ......................................................................................................................................................... 16
3.1 Acknowledgment of Addendum ............................................................................................................................................... 17
3.2 Request for Change or Approved Equal .................................................................................................................................. 18
3.3 Proposal Deviation Form ........................................................................................................................................................... 19
3.4 DBE Compliance Statement ...................................................................................................................................................... 20
3.5 DBE Schedule of Utilization ................................................................................................................................................... 21
3.6 DBE Good Faith Effort Documentation (Page 1 of 2) .................................................................................................................. 22
3.7 Conflict of Interest Acknowledgment and Certification ........................................................................................................ 24
3.8 References - Vendor .................................................................................................................................................................... 25
3.9 Suspension and Debarment Certification Form ....................................................................................................................... 26
3.10 Delinquent State Business Tax Certification .......................................................................................................................... 28
3.11 Offer ........................................................................................................................................................................................... 29
3.12 PTN-130 .................................................................................................................................................................................... 30
3.13 Lobbying Certification .............................................................................................................................................................. 31

**Section 4 Required Federal Clauses** ......................................................................................................................................... 34

**Section 5 Attachments** ............................................................................................................................................................... 43
Section 1 Request for Proposals

1.1 Introduction

Brazos Transit District (BTD) is a political subdivision of the State of Texas, created pursuant Chapter 452, Transportation Code of Texas. BTD provides general public transportation in 16 counties in Central and East Texas that include fixed bus routes, ADA Paratransit and demand and response service. BTD is the recipient of Federal Transit Administration (FTA) and Texas Department of Transportation (TxDOT) funding. This project may be financed jointly by federal, state and local authorities, including FTA and TxDOT.

The Request for Proposals (RFP) process and the performance of the requested services will be in accordance with the guidelines and regulations of the FTA “Third Party Contracting Guidelines”, FTA Circular 4220.1F and all other applicable federal, state and local laws and regulations. BTD is a tax-exempt organization and is free from all state and federal taxes. No such taxes shall be included in the Offeror's charges to BTD. All costs incurred in the preparation of the proposal responding to this RFP will be the responsibility of the Offeror and will not be reimbursed by BTD. Issuance of this RFP and receipt of proposals does not commit BTD to award a contract. BTD reserves the right to postpone the proposal opening for its own convenience, to accept or reject any or all proposals received in response to this RFP, or to cancel all or part of this RFP for sound business reasons, at any time before the Contract is fully executed and approved on behalf of BTD.

1.2 Vendor Registration

Prospective Offerors must be registered with BTD and must complete a registration form online by visiting our website at www.btd.org

1.3 Solicitation Schedule

**Solicitation Schedule**

- **RFP Release Date** ........................................................................................................... January 18, 2021
- **Final Date for Questions** ................................................................................................. February 1, 2021 at 4:00 p.m. CST
- **BTD Responses to Questions** ......................................................................................... February 5, 2021 by 4:00 p.m. CST
- **Proposals Due Date** .......................................................................................................... February 19, 2021 by 4:00 p.m. CST
- **Notice of Award** .............................................................................................................. February 26, 2021

BTD reserves the right to make changes to the above-mentioned schedule. All such changes shall be made by an amendment to the solicitation or a letter to all the firms.

**Procuring Agency:**

Brazos Transit District  
1759 N. Earl Rudder Freeway  
Bryan, Texas 77803

**Contracting Officer:**

Wendy Weedon, General Manager/ Deputy CEO  
Phone: (979)778-4495  Fax: (979)778-3606  
E-Mail: Wendy@btd.org

**Scope**

Brazos Transit District is soliciting bids from qualified vendors for financial and compliance audit services for the period 10/01/2019 through 09/30/2020.

The term of this Agreement shall be one (1) year with an option to renew in increments of one (1) year terms for up to ten (10) years. The cost of the options periods will be agreed upon by Brazos Transit District and the Offeror.

Only licensed Certified Public Accountants may respond to this RFP and vendors should not bid unless they can provide at least three (3) references for similar work done within the past 5 years.

1.4 Offeror Communications and Requests

Communication or correspondence in regard to any aspect of this solicitation or offers will only be with the Contracting Officer or her designated representative. Offerors shall not make any contact with or
communicate with any other members of BTD, its employees and consultants.

All questions and communication in regard to any aspect of this RFP #011821-2 must be in writing and directed to Alivia Youree at procurement@btd.org. Offerors may request a clarification or interpretation of any aspect, a deviation or a change to any requirement of the RFP or any addendum to the RFP up to February 1, 2021 at 4:00 p.m. CST. Deviation requests are to be submitted on the deviation form.

Responses to written requests will be provided by BTD in the form of addendum only. Only written responses provided as addendum shall be official and all other forms of communication with any officer, employee or agent of BTD shall not be binding by BTD. Any clarifications or further instructions to Offerors, whether as a result of questions raised by Offerors or initiated by BTD itself, will be sent to all Offerors in written addendum form.

**Addendum to RFP**

BTD reserves the right to amend the RFP at any time. Any amendments to or interpretations of the RFP will be in written addendum. Prospective Offerors officially known to have received the RFP will be emailed or mailed the addendum. Offerors are responsible to collect the addendum from the Contracting Officer. Failure of any prospective Offeror to receive any addendum will not relieve the Offeror from any obligation under its proposal as submitted or under the RFP, as clarified, interpreted or modified. All addendum issued will become part of the RFP. Prospective Offerors must acknowledge the receipt of each individual addendum in their proposal. Failure to acknowledge any addendum in the submitted proposals may at BTD’s sole option disqualify the proposal.

If BTD determines that the addendum may require significant changes in the preparation of proposals, the deadline for submitting the proposals may be postponed to allow Offerors sufficient time to revise their proposals and the new due date shall be included in the addendum.

**Conditions, Exceptions, Reservations or Understandings**

Proposals stating conditions, exceptions, reservations or understandings (hereinafter “deviations”) relating to the RFP may be rejected. Offerors may submit an alternate proposal that states deviations so long as a basic proposal not containing deviations is submitted. Offerors may propose alternates either within one overall proposal or by submitting more than one proposal.

Any and all deviations must be explicitly, fully and separately stated in the proposal by completing the Proposal Deviation Form, setting forth at a minimum the specific reasons for each deviation so that it can be fully considered and, if appropriate, evaluated by BTD. All deviations not found by BTD to be unacceptable shall be evaluated in accordance with the appropriate evaluation criteria and procedures, and may result in the Offeror receiving a less favorable evaluation than without the deviation.

**1.5 Instruction to Offerors**

**Submission Requirements**

Sealed proposals in one original and three copies must be received by February 19, 2021 by 4:00 p.m. CST. Proposals and subsequent offers shall be valid for a period of 60 days. Late proposals will be returned to Offeror unopened and will not be considered under any circumstances. Faxed or emailed proposal are not acceptable and will not be considered for award.

The sealed envelope will be addressed as below and must contain the Offerors name and address and be clearly marked: “Brazos Transit District Audit Services”. All proposals are to be submitted to:

**Brazos Transit District**
Wendy Weedon, General Manager, Deputy CEO
1759 N. Earl Rudder Freeway
Bryan, Texas 77803
Proposal Format and Contents Requirements

Failure to provide the required information with the Proposal may automatically disqualify the Proposal from consideration for award.

Proposals must be submitted on 8.5 x 11” white paper, using a simple method of fastening. They should be typed and a lengthy narrative is discouraged. To provide for comparability between proposals, all proposals must be submitted in the following order separated by tabs. Vendors not addressing these topics or not using the prescribed order may be judged non-responsive and disqualified from the RFP process.

**Tab 1** Business Organization. State the full name, address, and phone number of the Offeror and, if applicable, the branch office or division that will perform or assist in performing the work. The capacity of the person submitting the proposal should also be provided. Indicate whether the Offeror is licensed to operate in the State of Texas, Brazos County, Texas, and the City of Bryan, Texas.

If the Offeror is a partnership, limited liability company, limited partnership, or joint venture, the proposal should state the full names and addresses of all partners, members, or joint ventures’ who own at least a ten percent interest in the Offeror.

The person signing the proposal must initial any erasures, corrections, or other changes appearing on the proposal form.

**Tab 2** Required Forms and Certifications: (Required Forms Section)

- Acknowledgment of Addendum - If addendums have been released
- Request for Change or Approved Equal
- Proposal Deviation - (Only if Offeror requested deviation)
- DBE Compliance Statement
- DBE Schedule of Utilization
- DBE Good Faith Effort
- Conflict of Interest
- References- Vendor
- Pricing Schedule
- Suspension and Debarment Certification Form
- Delinquent State Business Tax Certification
- Offer
- PTN-130
- Lobbying Certification

**Tab 3** Prior Auditing Experience: The offeror should describe its prior auditing experience including the names of prior organizations audited. Prior experience should include auditing government organizations and similar programs.

**Tab 4** Staff Qualifications. Staff Qualifications: The Offeror should describe the qualifications of staff to be assigned to the audits. Descriptions should include:

- Audit team makeup
- Overall supervision to be exercised
- Prior experience of the individual audit team members

Only include resumes of staff to be assigned to the audits. Education, position in firm, years and types of experience, continuing professional education, state(s) in which licensed as a CPA, will be considered.

**Tab 5** Criminal Background. For all persons and entities mentioned in any of the foregoing responses, indicate whether they (1) have ever been convicted of, (2) have an indictment pending for, or (3) during the last five years been investigated for a criminal offense that is not related to the operation of an automobile. Convictions, indictments or investigations for the crime of driving
while intoxicated shall be disclosed. Convictions indictments, or investigations shall be disclosed regardless of whether for a violation of federal, state, local or non-U.S. laws.

Tab 6  **Willingness to Contract:** State that the Offeror is willing to enter into a Contract consistent with the terms herein.

Tab 7  **Pricing.** The Offeror's proposed price should be submitted in a separate sealed envelope within the package. Included information indicating how the price was determined. For example, the Offeror should indicate the estimated number of hours by staff level, hourly rates, and total cost by staff level. Any out-of-pocket expenses should also be indicated.

**Equipment & Supplies**

All equipment and supplies should be supplied by the contractor.

**Tax Exempt**

The Offeror recognizes that BTD is exempt from the payment of certain Federal, State and local taxes, and that such taxes are not to be included in the proposal price. BTD will furnish a Contractor with the necessary tax-exempt certificates.

**Modification or Withdrawal or Proposals**

A modification of a proposal already received will be accepted by BTD only if the modification is received prior to the proposal due date or is specifically requested by BTD. All modifications shall be made in writing and executed and submitted in the same form and manner as the original proposal.

An Offeror may withdraw a proposal prior to the proposal due date by submitting a written request for withdrawal executed by the Offeror's authorized representative. The Offeror may submit another proposal within the time set for receipt of proposals. This provision for modification and withdrawal of proposals may not be utilized by an Offeror as a means to submit a late proposal and as such, will not alter BTD's right to reject a proposal.

**Confidentiality of Proposals**

When the award is made and an agreement is executed proposals are subject to review under the "Public Information Act". To the extent permitted by law, Offerors may designate those portions of the offer which contain proprietary information, trade secrets or confidential commercial and financial information that an Offeror believes should be exempted from disclosure are to remain confidential. Such information shall accompany the proposal, be readily separable from the proposal and shall be clearly marked "CONFIDENTIAL". Blanket-type identification by designating whole pages or sections as containing proprietary information, trade secrets or confidential commercial and financial information will not assure confidentiality. The specific proprietary information, trade secrets or confidential commercial and financial information must be clearly identified as such.

**1.6 Evaluation Criteria and Procedures**

Proposals will be evaluated and ranked on the basis of the following factors, the weights of which are:

<table>
<thead>
<tr>
<th>Scoring Criteria</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>Firm Experience with Public Transit Audits</td>
<td>25%</td>
</tr>
<tr>
<td>Firm and assigned staff’s experience with Single Audits</td>
<td>10%</td>
</tr>
<tr>
<td>Project Approach and Audit methodology</td>
<td>10%</td>
</tr>
<tr>
<td>Estimated Time for Fieldwork</td>
<td>10%</td>
</tr>
<tr>
<td>Team Qualifications (Personnel Assigned to the Engagement)</td>
<td>20%</td>
</tr>
<tr>
<td>Price Proposal</td>
<td>25%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>100%</strong></td>
</tr>
</tbody>
</table>

All aspects of the evaluations of the proposals and any discussions/negotiations, including documentation,
correspondence and meetings, will be kept confidential during the evaluation and negotiation process. Proposals will be analyzed for conformance with the instructions and requirements of the RFP and Contract documents. Proposals that do not comply with these instructions and do not include the required information may be rejected as insufficient or not be considered for the competitive range. BTD reserves the right to request an Offeror to provide any missing information and to make corrections. Offerors are advised that the detailed evaluation forms and procedures will follow the same proposal format and organization specified in the Instructions to Offerors. Therefore, Offerors shall pay close attention to and strictly follow all instructions. Submittal of a proposal will signify that the Offeror has accepted the whole of the Contract documents, except such conditions, exceptions, reservations or understandings explicitly, fully and separately stated on the forms and according to the instructions of Form for Proposal Deviation. Any such conditions, exceptions, reservations or understandings which do not result in the rejection of the proposal are subject to evaluation under the criteria of Proposal Evaluation Criteria.

BTD will select for any award the highest ranked proposal from a responsible Offeror, qualified under Qualification Requirements which does not render this procurement financially infeasible and is judged to be most advantageous to BTD based on consideration of the evaluation Proposal Evaluation Criteria.

Evaluations of Competitive Proposals

1. **Qualification of Responsible Offerors.** Proposals will be evaluated to determine the responsibility of Offerors. A final determination of an Offeror’s responsibility will be made upon the basis of initial information submitted in the proposal, any information submitted upon request by BTD, information submitted in a BAFO if requested by BTD and information resulting from BTD’s inquiry of Offeror’s references and its own knowledge of the Offeror.

2. **Detailed Evaluation of Proposals and Determination of Competitive Range.** Each proposal will be evaluated in accordance with the requirements and criteria specified in “Proposal Selection Process”.

   The following are the minimum requirements that must be met for a proposal to be considered for the competitive range. All of these requirements must be met; therefore, they are not listed by any particular order of importance. Any proposal that BTD finds not to meet these requirements and may not be made to meet these requirements, may be determined by BTD to not be considered for the competitive range. The requirements are as follows:

   a. Offeror is initially evaluated as responsible in accordance with the requirements of “Qualification Requirements”, or that BTD finds it is reasonable that said proposal can be modified to meet said requirements. Final determination of responsibility will be made with final evaluations.

   b. Offeror has followed the instructions of the RFP and included sufficient detailed information, such that the proposal can be evaluated. Any deficiencies in this regard must be determined by BTD to be either a defect that BTD will waive in accordance with “Acceptance/Rejection of Proposals” or that the proposal can be sufficiently modified to meet these requirements.

   c. Proposal price would not render this procurement financially infeasible, or it is reasonable that such proposal price might be reduced to render the procurement financially feasible.

   BTD will carry out and document its evaluations in accordance with the criteria and procedures of “Proposal Selection Process”. Any extreme proposal deficiencies which may render a proposal unacceptable will be documented. BTD will make specific notes of questions, issues, concerns and areas requiring clarification by Offerors and to be discussed in any meetings held with Offerors which BTD finds to be within the competitive range.

   Rankings and spreads of the proposals against the evaluation criteria will then be made by BTD as a means of judging the overall relative spread between proposals and of determining which proposals are within the competitive range or may be reasonably made to be within the competitive range.

3. **Proposals not within the Competitive Range.** Offerors of any proposals that have been determined by BTD as not in the competitive range and cannot be reasonably made to be within the competitive
range will be notified in writing, including the shortcomings of their proposals.

4. **Discussions with Offerors in the Competitive Range.** The Offerors whose proposals are found by BTD to be within the competitive range may be reasonably made to be within the competitive range, will be contacted by BTD to answer any questions and/or requests for clarifications. Each such Offeror may be invited for a private interview(s) and discussions with BTD to discuss answers to written or oral questions, clarifications and any facet of its proposal.

In the event that a proposal, which has been included in the competitive range, contains conditions, exceptions, reservations or understandings to any Contract requirements as provided in “Form for Proposal Deviation”, said conditions, exceptions, reservations or understandings may be negotiated during these meetings. However, BTD shall have the right to reject any and all such conditions and/or exceptions and instruct the Offeror to amend its proposal and remove said conditions and/or exceptions; and any Offeror failing to do so may cause BTD to find such proposal to be outside the competitive range.

No information, financial or otherwise, will be provided to any Offeror about any of the proposals from other Offerors. Offerors will not be given a specific price or specific financial requirements they must meet to gain further consideration, except that proposed prices may be considered to be too high with respect to the marketplace or unacceptable. Offerors will not be told of their rankings among the other Offerors.

5. **Best and Final Offers (BAFO).** Offerors are reminded the BAFO’s may not be requested and therefore their first submission should always be their best possible offer. If BAFO’s are requested, once all interviews have been completed, each of the Offerors in the competitive range will be afforded the opportunity to amend its proposal and make its BAFO. The request for BAFO’s shall include:

a. Notice that discussions/negotiations are concluded;

b. Notice that this is the opportunity for submission of a BAFO;

c. A common date and time for submission of written BAFO’s, allowing a reasonable opportunity for preparation of the written BAFO’s;

d. Notice that if any modification to a BAFO is submitted, it must be received by the date and time specified for the receipt of BAFO’s and is subject to the late submissions, modifications and withdrawals of proposals provisions of the Request for Proposal;

e. Notice that if Offerors do not submit a BAFO or a notice of withdrawal and another BAFO, their immediate previous offer will be construed as their BAFO.

Any modifications to the initial proposals made by an Offeror in its BAFO shall be identified in its BAFO. BAFO’s will be evaluated by BTD according to the same requirements and criteria as the initial proposals “Proposal Selection Process”. BTD will make appropriate adjustments to the initial scores for any sub-criteria and criteria which have been affected by any proposal modifications made by the BAFO’s. These final scores and rankings within each criterion will again be reviewed by BTD and considered according to the relative degrees of importance of the criteria defined in “Proposal Evaluation Criteria”.

BTD will make the award to the responsible Offeror whose proposal is most advantageous to BTD. Accordingly, BTD may not necessarily make an award to the Offeror with the highest technical ranking nor award to the Offeror with the lowest price proposal if doing so would not be in the overall best interest of BTD.

BTD reserves the right to make an award to an Offeror whose proposal it judges to be most advantageous to BTD based upon the evaluation criteria, without conducting any written or oral discussions with any Offerors or solicitation of any BAFO’s.

1.7 **Response to Proposals**

**Acceptance/Rejection of Proposals**
BTD reserves the right to reject any or all proposals for sound business reasons, to undertake discussions with one or more Offerors and to accept that proposal or modified proposal which, in its judgment, will be most advantageous to BTD, price and other evaluation criteria considered. BTD reserves the right to consider any specific proposal which is conditional or not prepared in accordance with the instructions and requirements of this RFP to be noncompetitive. BTD reserves the right to waive any defects or minor informalities or irregularities in any proposal which do not materially affect the proposal or prejudice other Offerors.

If there is any evidence indicating that two or more Offerors are in collusion to restrict competition or otherwise engaged in anti-competitive practices, the proposals of all such Offerors shall be rejected and such evidence may be a cause for disqualification of the participants in any future solicitations undertaken by BTD.

BTD may reject a proposal that includes unacceptable deviations as provided in “Conditions, Exceptions, Reservations or Understandings”

**Single Proposal Response**

If only one proposal is received in response to this RFP and it is found by BTD to be acceptable, a detailed price/cost proposal may be requested of the single Offeror. A price or cost analysis, or both, possibly including an audit, may be performed by or for BTD of the detailed price/cost proposal in order to determine if the price is fair and reasonable. The Offeror has agreed to such analysis by submitting a proposal in response to this RFP.

Price analysis: An evaluation of a proposed price that does not involve an in-depth evaluation of all the separate cost elements and the profit factors that comprise an Offeror’s price proposal. It should be recognized that a price analysis through comparison to other similar procurements must be based on an established or competitive price of the elements used in the comparison. The comparison must be made to a purchase of similar quantity, involving similar specifications and in a similar time frame. Where a difference exists, a detailed analysis must be made of this difference and costs attached thereto.

Where it is impossible to obtain a valid price analysis, it may be necessary to conduct a cost analysis of the proposed price.

Cost analysis: A more detailed evaluation of the cost elements in the Offeror’s offer to perform. It is conducted to form an opinion as to the degree to which the proposed costs represent what the Offeror’s performance should cost. A cost analysis is generally conducted to determine whether the Offeror is applying sound management in proposing the application of resources to the contracted effort and whether costs are allowable, allocable and reasonable.

Any such analyses and the results there from shall not obligate BTD to accept such a single proposal; and BTD may reject such proposal at its sole discretion.

**Appeals**

Appeals to BTD’s decision of approved equals or clarifications of specifications must be in writing and received by BTD by the time specified in the schedule. BTD has no obligation to consider appeals not received within the time specified in the Schedule.

**Protests**

Protests resulting from the award of a contract through the RFP procedure must be made in writing to BTD’s Contracting Officer within three working days of the letter of non-selection to the Offeror. The protest must outline the specific portion of the specification or proposal procedure that had been violated.

Protests by an interested party regarding this procurement shall be made in accordance with Chapter 2155 of the Texas Government Code. After such administrative remedies have been exhausted, an interested party may file a protest with the Federal Transit Administration (FTA) or the U.S. Department of Transportation pursuant to the procedures provided in FTA C 4220.1F or the Texas Department of Transportation (TxDOT). Alleged violations of certain federal requirements provide a separate complaint procedure. See, for example, Buy America Requirements, 49 CFR 661 and Participation by Disadvantaged
Business Enterprise in Department of Transportation Programs, 49 CFR 23.

Failure to comply with the above protest procedures will render a protest untimely and/or inadequate and shall result in its rejection.

Conflict of Interest

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code (House Bill 914) requires that any vendor or person considering doing business with a local government entity disclose the vendor or person’s affiliation or business relationship that might cause a conflict of interest with a local government entity. The Conflict of Interest Questionnaire form is included in the Forms Section. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest may automatically result in the disqualification of the Offeror.

Disclosure of Interested Parties

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties (Form 1295), which is available at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm, to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. BTD require the selected Contractor to file Form 1295 electronically with the Commission at the time of Contract Award.

Bid Protest Policy

Protests resulting from the award of a contract through the RFP procedure must be made in writing to BTD’s Contracting Officer within three working days of the letter of non-selection to the Offeror or proposer. The protest must outline the specific portion of the specification or proposal procedure that had been violated.

As an FTA funding recipient, BTD is required to notify and keep FTA updated about the status of the protest when it receives a third-party contract protest to which this circular applies an award given by BTD.

The protester must exhaust its administrative remedies by pursuing the recipient’s protest procedures to completion before appealing the recipient’s decision to FTA.

Protests by an interested party, as in a party that is an actual or prospective Offeror whose direct economic interest would be affected by the award or failure to award the third-party contract at issue, regarding this procurement shall be made in accordance with Chapter 2155 of the Texas Government Code. After such administrative remedies, have been exhausted, an interested party may file a protest with the Federal Transit Administration (FTA) or the U.S. Department of Transportation pursuant to the procedures provided in FTA C 4220.1F. Alleged violations of certain federal requirements provide a separate complaint procedure. See, for example, Buy America Requirements, 49 CFR 661 and Participation by Disadvantaged Business Enterprise in Department of Transportation Programs, 49 CFR 23.

The protester must deliver its appeal to the FTA Regional Administrator within five working days of the date when the protestor has received actual or constructive notice of the recipient’s final decision or when the protestor has identified other grounds for appeal to FTA, such as, the recipient’s failure to have or failure to comply with its protest procedures or failure to review the protest.

Failure to comply with the above protest procedures renders a protest untimely and/or inadequate and shall result in its rejection.

In the event of a timely protest received by the Contracting Officer, the following steps are performed:

The Contracting Officer affects a stay of procurement during the protest.

- If the contract has not been awarded, award is delayed until all administrative and judicial remedies have been exhausted. All Offerors or proposers on the vendor mailing list are advised of the protest and of the delay in the procurement.
- The President/CEO may make a determination, in writing, that the award of a contract without
delay is necessary to protect the interests of BTD. This written determination is made part of the contract file by the Contracting Officer.

- The Contracting Officer notifies the President/CEO and the affected department head that a bid or proposal protest has been received.
- The Contracting Officer conducts an investigation into the protest with the assistance of BTD staff or other personnel as required.
- The Contracting Officer may meet with the protesting vendor or request additional information from the vendor during the investigation.
- The Contracting Officer issues the findings of the investigation in writing to all interested parties and the written report, including the original protest, is made a part of the contract file.
- The Grants and Budget Department acts as the direct liaison with FTA. The Contracting Officer supplies any records or documents requested by the Grants and Budget Department for FTA.
- The Contracting Officer makes any necessary changes to the procurement process, as pertaining to the protested bid/proposal, resulting from FTA's decision.
- The Contracting Officer makes the written report of FTA, including all related correspondence, a part of the contract file.

**Contractor Status**

Contractor is an independent Contractor of BTD, and all persons employed to furnish services or to perform work hereunder are employees, agents or Subcontractors of Contractor and not of BTD. No provision of this agreement shall be construed to give rise to a partnership, joint venture, agency, employer/employee relationship or any relationship between Contractor and BTD other than that of principal and independent Contractor.

**Indemnification/Defense of BTD**

Contractor agrees to and does hereby assume full liability and responsibility for and hereby releases and covenants and agrees to indemnify, hold harmless and defend BTD and the members of the Board of Directors and executive committee, officers, principals, agents and employees of each of them (hereinafter collectively "Indemnified Persons") from and against any and all damages, payments, costs, losses, expenses, and liability of every kind whatsoever related to all claims for damages or injuries to persons or property of any nature whatsoever (including any claims which may arise on the part of the Contractor, its officers, agents, principals, employees, and subcontractors) arising out of or incident to this solicitation or the contract(s) resulting from this solicitation, or which are in any way related to such solicitation or contract(s) or to Contractor’s activities thereunder, or are incident to the grant or exercises of any of the rights and privileges described in such solicitation or contract(s), other than claims resulting solely from the negligence of one or more of the Indemnified Persons. By way of inclusion and not limitation, the liability and responsibility assumed and the claims, damages, payments and expenses released and indemnified against are specifically agreed to include any growing out of or related to libel, slander, and the like, and infringement of patents, copyrights, trademarks, service marks and the like, including claims arising out of the use by any of the Indemnified Persons of any documentation, publication, appliance, tool, equipment or apparatus supplied under such solicitation or contract(s).

BTD will promptly notify Contractor of any such claim and will cooperate with Contractor in defending against any such claim. In the event any suit or legal proceeding of any kind is brought against any of the Indemnified Persons on account of any claim described in the preceding paragraph, Contractor agrees to assume the defense thereof and to pay all expenses relating thereto and in connection therewith and all judgments and levies that may be obtained against any of the Indemnified Persons as a result of any such suit or proceeding, specifically including fines, penalties, attorney’s fees, exemplary damages, and interest; and Contractor agrees to at once cause any such judgments and levies to be dissolved and discharged by paying same, giving bond or otherwise.
Contractor also agrees to pay BTD promptly upon receipt of statements therefore, any and all attorney’s fees and other expenses reasonably incurred by them directly or indirectly related to any claims.

**No Assignment**

Any contract resulting from or related to this solicitation and all rights and obligations thereunder are non-assignable in whole or in part by Contractor without the prior express written consent of BTD, and any attempted assignment without such consent shall constitute a material default of Contractor under the underlying contract, and may be considered void for all purposes at the election of BTD.

**1.8 Type and Term of Contract**

BTD shall negotiate and enter into a fixed contract cost for all work to be performed. BTD has the right to award to multiple contractors as needed and also the right to award all, part or none of the projects listed in this RFP.

**1.9 Invoicing and Payment**

Invoices are to be submitted to BTD’s Administrative Office located at 1759 N. Earl Rudder Freeway, Bryan, Texas 77803. BTD is tax exempt therefore, invoices cannot include any sales taxes.

BTD agrees to pay all invoices on a net 30-day payment cycle or three days after the receipt of State and Federal funds, whichever is later. This Agreement is contingent upon the receipt of State and Federal funds. Loss of such funds will nullify this contract.

**1.10 Disadvantaged Business Enterprises**

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency’s overall goal for DBE participation is 5.37%.

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 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 BTD deems appropriate. Each subcontract the Contractor signs with a Subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

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:

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 Offerors commitment to use a DBE Subcontractor whose participation it submits to meet the contract goal;
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.

Offerors must present the information required above as a matter of responsiveness with initial proposals.

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
BTD. In addition, the Contractor 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.

The Contractor must promptly notify BTD, 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.
Section 2 Project Specifications

Brazos Transit District is a political subdivision created under the Interlocal Cooperation Act of 1971 as amended, as codified in Chapter 791 of the Texas Government Code and operating as a rural and small urban transit district, as set forth in Chapter 458 of the Texas Transportation Code, which governs Rural and Urban Transit Districts. It is governed by a seven (7) member Board of Directors. Administrative offices and all records are located at 1759 N. Earl Rudder Freeway, Bryan, Texas.

The accounting system is automated with software provided by MIP. Four (4) bank accounts, operating, payroll, SIS, and VA shuttle are maintained. BTD also has two (2) depository accounts with Commercial Bank & JP Morgan Chase.

Scope of Financial and Compliance Audit

The purpose of this RFP is to obtain the services of a certified public accounting firm, whose principal officers are independent certified public accountants, certified or licensed by a regulatory authority of a state or other political subdivision of the United States, hereinafter referred to as the "Offeror" to perform a financial and compliance audit of Brazos Transit District.

Government Audit Standards - "Standards for Audit of Governmental Organizations, Programs, Activities, and Functions", states on page 2-1:

"Financial statement audits determine (1) whether the financial statements of an audited entity present fairly the financial position, results of operations, and cash flows or changes in financial position in accordance with generally accepted accounting principles, and (2) whether the entity has complied with laws and regulations for those transactions and events that may have a material effect on the financial statements.

Description of Programs, Contracts and Grants

Estimated Information Available:
September 30, 2019 Federal Schedule ..............................................................Attachment A
September 30, 2019 Agency Wide Statement of Revenues & Expenditures ....Attachment B
September 30, 2019 Balance Sheet...................................................................Attachment C

Performance

The Brazos Transit District records are to be audited from the period of 10/1/2019 through 9/30/2020. The Offeror is required to prepare audit reports in accordance with the Government Audit Standards. "Standards for Audit of Governmental Organizations, Programs, Activities, and Functions".

Delivery Schedule

Offeror is to transmit one copy of the draft audit report to the Chief Financial Officer. The draft audit report is due on May 30, 2021. The FY20 Audit Report is due to the Clearinghouse no later than 6/30/2021.

Reports may be submitted earlier than the above schedule. However, if the Offeror fails to make the delivery of the audit reports within the time schedule specified herein, or if the Offeror delivers audit reports which do not conform to all of the provisions of the contract, Brazos Transit District may, by written notice of default to the Offeror, terminate the whole or any part of this contract. Under certain extenuating circumstances the contracting agent may extend this schedule upon written request of the Offeror with sufficient justification.

Payment

Payment will be made when Brazos Transit District has determined that the total work effort has been satisfactorily completed. Should Brazos Transit District reject a report, Brazos Transit District’s authorized representative will notify the Offeror in writing of such rejection giving the reason(s). The right to reject a
report shall extend throughout the term of this contract and for ninety (90) days after the Offeror submits the final invoice for payment.

Progress payments will be allowed to the extent that Brazos Transit District can determine that satisfactory progress is being made. Upon electronic upload to clearinghouse and delivery of the five copies of the final report to Brazos Transit District, and their acceptance and approval, the Offeror may submit a bill for the balance due on the contract for the audit.

Audit Review
All audit reports prepared under this contract will be reviewed by Brazos Transit District and its funding sources to ensure compliance with General Accounting Office's (GAO) Government Audit Standards. "Standards for Audit of Governmental Organizations, Programs, Activities, and Functions" and other appropriate audit guides and OMB Super Circular: New Uniform Guidelines.

Exit Conference
An exit conference with Brazos Transit District’s representatives and the Offeror's representatives will be held at the conclusion of the field work and upon submission of the draft report. Observations and recommendations must be summarized in writing and discussed with Brazos Transit District. It should include internal control and program compliance observations and recommendations.

Workpapers
Upon request, the Offeror will provide a copy of the workpapers pertaining to any questioned costs, fiscal or management procedures determined in the audit. The workpapers must be concise and provide the basis for the questioned costs as well as an analysis of the problem.

The workpapers will be retained for at least seven (7) years from the end of the audit period. The workpapers will be available for examination by authorized representatives of the Brazos Transit District's cognizant federal or state audit agency, and the General Accounting Office.

Confidentiality
The Offeror agrees to keep the information related to all contracts in strict confidence. Other than the reports submitted to Brazos Transit District, the Offeror agrees not to publish, reproduce or otherwise divulge such information in whole or part, in any manner or form or authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to the information, while in the Offeror’s possession, to those employees on the Offeror's staff who must have the information on a "need-to-know" basis. The Offeror agrees to immediately notify, in writing, Brazos Transit District's authorized representative in the event the Offeror determines or has reason to suspect a breach of this requirement.

AICPA Professional Standards
The Offeror agrees to abide by the AICPA Professional Standards which state:

"Ethics Interpretation 501-3 Failure to Follow Standards and/or Procedures or Other Requirements in Governmental Audits."

"Engagements for audits or government grants, governmental units or other recipients of government monies typically require that such audits be in compliance with government audit standards, guides, procedures, statutes, rules and regulations, in addition to generally accepted auditing standards. If a member has accepted such an engagement, and undertakes an obligation to follow specified government audit standards, guides, procedures, statutes, rules and regulations, in addition to generally accepted auditing standards, he is obligated to follow such requirements. Failure to do so is an act discreditable to the profession in violation of Rule 501, unless the member discloses in his report that such requirements were not followed and the reason therefore."
Section 3 Required Forms

ALL FORMS BELOW MUST BE SUBMITTED WITH PROPOSAL

☐ 1. Acknowledgment of Addendum
☐ 2. Request for Change or Approved Equal
☐ 3. Proposal Deviation Form
☐ 4. DBE Compliance Statement
☐ 5. DBE Schedule of Utilization
☐ 6. DBE Good Faith Effort
☐ 7. Conflict of Interest
☐ 8. References - Vendor
☐ 9. Suspension and Debarment Certification Form
☐ 10. Delinquent State Business Tax Certification
☐ 11. Offer
☐ 12. PTN-130
☐ 13. Lobbying Certification
☐ 14. Certification and Authorization
☐ 15. Price Proposal Form

Failure to submit ALL of the above items properly completed may be cause for disqualification of your bid. All forms must be signed by the person authorized to bind the offering Offeror to the terms of the proposal.
3.1 Acknowledgment of Addendum

RFP # 011821-2

The undersigned acknowledges receipt of BTD's Request for Proposals and the following addendums to BTD's Solicitation Package.

ACKNOWLEDGMENT OF ADDENDUM

☐ Addendum No. _____ Dated ________________
☐ Addendum No. _____ Dated ________________
☐ Addendum No. _____ Dated ________________
☐ Addendum No. _____ Dated ________________
☐ Addendum No. _____ Dated ________________
☐ Addendum No. _____ Dated ________________

Failure to acknowledge receipt of all amendments may cause Offeror to be considered nonresponsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with bid/proposal.

Authorized Signature ____________________________________________

Company Name (print) ____________________________________________

Name and Title (print) ____________________________________________

Date __________________________________________________________
3.2 Request for Change or Approved Equal

RFP # 011821-2

This form must be used for requested clarifications, changes, substitutes or approval of items equal to items specified with a brand name, and must be submitted as far in advance of the Due Date as specified in “Solicitation Schedule”.

Deviation #: Solicitation Ref: Page: Section:

Questions/Clarification or Approved Equal:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

Authorized Signature

Company Name (print)

Name and Title (print)

Date

Brazos Transit District:
3.3 Proposal Deviation Form

RFP # 011821-2

The following form shall be completed for each condition, exception, reservation or understanding (i.e., deviation) in the proposal according to “Conditions, Exceptions, Reservations and Understandings”.

Deviation #: __________ Page: _______ Section: __________________________

Complete Description of Deviation:

____________________________________________________________________
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________

Rational (Pros & Cons)

____________________________________________________________________
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________

Authorized Signature ___________________________ Company Name (print) ___________________________

Name and Title (print) ___________________________ Date ___________________________
3.4 DBE Compliance Statement

RFP # 011821-2

Check the statement which applies to your bid.

1. ☐ Bid meets or exceeds DBE percentage participation goal established for this procurement.
   You must submit the Schedule of DBE Utilization (Forms page A36 in the BPPM) along with bid. If you are a certified DBE, complete the first set of questions on Schedule of DBE Utilization for yourself and submit your certification number from certifying agency. Submit certification numbers for each DBE you intend to use.

2. ☐ Bid does not meet the DBE percentage participation goal established for this procurement, but you have made bona fide good faith efforts to reach those goals.
   If this statement applies, you must submit the Schedule of DBE Utilization and the DBE Good Faith Effort Documents (Forms page A-36 in the BPPM) along with bid, together with all other documentation of good faith efforts which you wish BTD to consider in evaluation your bid. Only documentation submitted with bid will be considered. Submit certification numbers for each DBE you intend to use.

3. ☐ Bid does not have any DBE percentage participation for this procurement, BUT you believe this procurement meets the following exception to BTD’s DBE Policy:
   “This solicitation is for the procurement of a standard manufactured item or other similar procurement with no subcontracting opportunities.”
   Firm should check Yes or NO to both questions below and then explain in the exception information area below. Failure to provide an explanation may render the bid non-responsive. (Subcontracting opportunities may include delivery, assembly, installation, painting, supplies etc. Supplies are items purchased specifically for this procurement other than the standard manufactured item requested by the invitation for bid).

   a) Will you perform this entire contract without Subcontractors?  ☐ Yes  ☐ No

   b) Will you perform this entire contract without suppliers?  ☐ Yes  ☐ No

   (If you answered NO to either question above, please fully explain why you are seeking the exception. The existence of Subcontractor and supplier opportunities, usually indicate that option #2 and the Good Faith Effort Documents apply.)

   Explanation:

   ____________________________________________________________
   ____________________________________________________________

Authorized Signature                      Company Name (print)

Name and Title (print)                      Date

(Note: Failure to complete and return the DBE forms as indicated above, will result in rejection of the bid. The making of a material misrepresentation of fact could be a basis of disqualification and may cause a firm to be considered for classification as an irresponsible contractor and barred from BTD work for a period of not exceeding six months).
3.5 DBE Schedule of Utilization

**Information on the DBE program:** [www.dot.state.tx.us/business/business_outreach/dbe.htm](http://www.dot.state.tx.us/business/business_outreach/dbe.htm)  
**Certified DBE Vendors:** [www.dot.state.tx.us/business/tucp/default.htm](http://www.dot.state.tx.us/business/tucp/default.htm)

List all DBE’s expected to participate in performing the contract resulting from this solicitation. If you have no DBE participation, but you are subcontracting out (i.e. work deliveries, transportation, parts and supplies, etc.) a portion of this procurement, then sign and date this form below and completely and thoroughly fill out and sign the Good Faith Effort Documents.

NOTE: Any firm listed below must be certified by the Texas Unified Certification Program (TUCP) and their corresponding certification number must be listed.

<table>
<thead>
<tr>
<th>Name of prime Contractor (print)</th>
<th>RFP # 011821-2</th>
<th>Bid Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Note: If Prime Contractor is a certified DBE complete first section below for self.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of DBE Subcontractor of DBE Prime Contractor:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Address &amp; Telephone Number:</td>
<td></td>
</tr>
<tr>
<td>Specify Subcontracting Tier:</td>
<td>Type of Work to be Performed:</td>
</tr>
<tr>
<td>Dollar Amount for Work: $</td>
<td>TUCP Certification#:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of DBE Subcontractor of DBE Prime Contractor:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Address &amp; Telephone Number:</td>
<td></td>
</tr>
<tr>
<td>Specify Subcontracting Tier:</td>
<td>Type of Work to be Performed:</td>
</tr>
<tr>
<td>Dollar Amount for Work: $</td>
<td>TUCP Certification#:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of DBE Subcontractor of DBE Prime Contractor:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Address &amp; Telephone Number:</td>
<td></td>
</tr>
<tr>
<td>Specify Subcontracting Tier:</td>
<td>Type of Work to be Performed:</td>
</tr>
<tr>
<td>Dollar Amount for Work: $</td>
<td>TUCP Certification#:</td>
</tr>
</tbody>
</table>

The undersigned will enter into a formal agreement with DBE Subcontractors for work listed above in this schedule conditioned upon execution of a contract with Brazos Transit District.

<table>
<thead>
<tr>
<th>Signature</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
</table>

(Offeror may make additional copies of this schedule as needed to list all DBE Subcontractors that will be used on this contract.)
3.6  DBE Good Faith Effort Documentation (Page 1 of 2)

RFP # 011821-2

If the Offeror did not meet or exceed BTD’s DBE subcontracting goal, then the Offeror must comply with BTD's DBE policy by documenting that good faith efforts were made. Please place a Yes or No in blanks below for items one, two and three to indicate if you have completed the good faith effort form, attached any related support documents, and provided any additional information/ support/clarification beyond that requested in the good faith effort documents. Item number three (providing additional information) is at the Offeror’s responsibility to ensure that sufficient information is provided to BTD, so that good faith efforts can be comprehensively evaluated.

I, the Offeror, have (YES or NO):

☐ Yes ☐ No 1) Completely filled out this good faith effort form with signature and date,

☐ Yes ☐ No 2) Attached any related supporting documents, and also

☐ Yes ☐ No 3) Provided any additional information and/or documents that I (the Offeror) deemed necessary to support and/or clarify the good faith efforts that I made.

It is the Offeror’s responsibility to correctly, accurately, and substantively provide all necessary information to BTD, at the time of bid submission. The information provided by the Offeror must be sufficient enough for BTD to determine that the efforts made by the Offeror to obtain DBE participation were such efforts that an Offeror actively and aggressively seeking to meet those goals would make. Actions or efforts which are merely “pro forma” or “going through the motions” do not constitute good faith efforts to obtain the participation of DBEs. BTD will look not only at the different kinds of efforts that the Offeror has made, but also the quality and intensity of those efforts.

This information will then be evaluated by BTD’s DBE Department or a designee of BTD for good faith effort compliance. Failure to comply will render the bid non-responsive.

Note: The information requested below is not intended to be an inventory or check list. The DOT does not require BTD to insist that any Offeror do any particular one or any combination of the items on this list. It is not intended to be an exclusive or exhaustive list of all actions an Offeror, acting in good faith actively or aggressively seeking to obtain DBE participation would make. Other types of efforts or factors may be relevant in appropriate cases.

1. Please list each and every subcontracting and/or supplier opportunity which will be available in the completion of this project, regardless of whether it is to be provided by a DBE or non-DBE. Use additional sheets, if needed.

<table>
<thead>
<tr>
<th>Subcontracting Opportunities</th>
<th>Supplier Opportunities</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>1.</td>
</tr>
<tr>
<td>2.</td>
<td>2.</td>
</tr>
<tr>
<td>3.</td>
<td>3.</td>
</tr>
<tr>
<td>4.</td>
<td>4.</td>
</tr>
<tr>
<td>5.</td>
<td>5.</td>
</tr>
</tbody>
</table>

2. Did you obtain a list of DBE firms from BTD’s DBE Department? A list may or may not have been included with the Invitation for Bid. If one was not included, or if additional lists are needed they can be obtained from the DBE Department upon request. The DBE Department can provide lists, when requested, by subcontracting areas. ☐ Yes ☐ No

3. Did you attend the pre-bid teleconference scheduled by BTD? ☐ N/A

   Did you request bids from DBEs that also attended the pre-bid conference? ☐ Yes ☐ No

   If Yes, list DBE Firm/Person Contacted.

4. Did you solicit bids from DBEs, within the subcontracting and/or supplier areas that you listed previously on question number one above by mail? ☐ Yes ☐ No

5. Did you solicit bids from DBEs, within the subcontracting and/or supplier areas that you listed previously on question number one above by fax? ☐ Yes ☐ No
6. Did you solicit bids from DBEs, within the subcontracting and/or supplier areas that you listed previously on question number one above by telephone?  [ ] Yes  [ ] No

7. Did you solicit bids from DBEs, within the subcontracting and/or supplier areas that you listed previously on question number one above by some other means?  [ ] Yes  [ ] No  If Yes, please explain: 

8. Did you advertise in local newspapers?  [ ] Yes  [ ] No  If yes, then please attach a copy(s) of advertisements, with the date advertised and list the specific newspapers that were used.

9. Please provide the following information for every DBE firm that you contacted by any method or that initiated contact with you, but will NOT be used on this contract:
   ______ a) Attach a listing of every DBE firm that you solicited a bid from or that initiated contact with you to ask about and/or submit an unsolicited bid to you. Include their mailing address, phone and fax numbers, and the date that solicitations were sent. Also, include the method used for the solicitation (i.e. mail, fax, phone, person contact, etc.). If you have a DBE contact name, include that as well.
   ______ b) Indicate the subcontracting area(s) that you solicited bids on from each DBE firm and/or the subcontracting areas(s) for which each DBE firm submitted a bid to you, if different from what you solicited.
   ______ c) If DBE firms submitted bids, but those bids were rejected, provide an explanation for rejecting those bids and attach documentation to support the reason for rejecting the bid (i.e. letters, memos, DBE bid amount, telephone notes, meeting notes, etc.)
   ______ d) If a DBE firm’s bid was rejected because of price, then list the DBE firm’s bid price and the name and bid price of the Subcontractor or supplier that you will use in lieu of the rejected DBE firm.
   ______ e) Indicate the number of times that follow-up contact was made with DBE firms after the initial solicitations of interest.

10. Did you contact all DBE firms that you solicited bids from in a timely manner such that the DBE firms had at least ten days prior to the bid submission date to prepare and submit a bid to you?  [ ] Yes  [ ] No  If No, please explain.

11. Did you negotiate in good faith with interested DBE firms by, for instance, providing timely information regarding plans and specifications, breaking down subcontracts into economically feasible units to facilitate DBE participation, maintaining accessible lines of communications, etc.?  [ ] Yes  [ ] No

12. Did you assist interested DBE firms in obtaining bonding, lines of credit, or insurance required by BTD or by you as prime Contractor?  [ ] Yes  [ ] No  If Yes, please explain.

ADDITIONAL INFORMATION
Please provide any additional information and/or documents that you (the Offeror) deem necessary to support and/or clarify that you made good faith efforts to meet the DBE subcontracting goal (be sure to attach any support documents).

Note: Failure to complete and return DBE forms as indicated above, will result in rejection of the bid. The making of a material misrepresentation of fact could be a basis for disqualification and may cause a firm to be considered for classification as an irresponsible Contractor and barred from BTD work for a period of not exceeding six months.

__________________________________________  __________________________________________________________
Authorized Signature                        Company Name (print)

__________________________________________  __________________________________________________________
Name and Title (print)                       Date
3.7 Conflict of Interest Acknowledgment and Certification

RFP # 011821-2

Policy: A conflict of interest may occur if outside activities or personal interests influence or appear to influence objective decision making in the course of BTD-related responsibilities and duties. A conflict may also exist if the demands of any outside activities hinder or distract your job performance or cause you to use BTD resources for other than BTD purposes. Employees are expected to exhibit professional loyalty to the BTD. Employees are expected to avoid conflicts of interest and opportunities for personal gain for themselves individually, members of their immediate families and others which may impede their best judgment.

The following are guidelines for Board of Directors and employees regarding interests outside of the business conducted by Brazos Transit District:

A. Employees, or members of their respective families should not have substantial financial or business interest with a competitor, customer or supplier of Brazos Transit District without first reviewing the nature of activity with BTD’s legal counsel.

B. Each employee’s employment should be his/her first business priority. Any other employment or business activity will be considered secondary and should not interfere with individual employee job performance and responsibilities. Approval for secondary employment requires the approval of the BTD’s President/CEO.

Disclosures: Your obligation, as a prospective Contractor under this solicitation, is to disclose fully all information you have or may acquire which has to do with any such benefit, which may come to any Related Person or Other Related Person. In considering the possibility of the existence of such benefit, you also need to consider each person and firm you believe may be involved as a joint venturer, or Subcontractor, or other similar role in carrying out and performing a contract with BTD pursuant to the solicitation. In other words, if you are aware of any business, financial, or other interest, or actual or potential employment relationship between any Related Person or any Other Related Person, on the one hand, and yourself or any other person or firm you believe may be involved in carrying out the contract to be awarded pursuant to this solicitation, on the other hand, you have an affirmative obligation to fully disclose that information to BTD. You are encouraged to contact BTD Director of Administration or the Executive Vice President prior to the deadline for submitting your Response (defined as a bid, proposal or other response to this solicitation), make such disclosure, and request a ruling as to whether any prohibited conflict of interest does in fact exist.

In order for your Response to be considered RESPONSIVE to this solicitation, it is mandatory that you complete and execute the Acknowledgment and Certification below, and include with your Response, written disclosure of all information relative to any potential conflict of interest which may be known to you, and which you have not disclosed to BTD in writing prior to the submission of your Response.

(POTENTIAL CONTRACTOR)

The undersigned potential Contractor of BTD hereby acknowledges receipt and understanding of the Conflict of Interest provisions set out above; and hereby certifies that, except as heretofore or herewith fully disclosed in writing, to the best of potential Contractor’s knowledge and belief, no such conflict exists, or is likely to exist in the future pertaining to this procurement should the contract be awarded to potential Contractor; and potential Contractor further hereby promises to promptly notify BTD in writing if such knowledge or belief changes in the future.

By:
Signature and Title of Authorized Official of Potential Contractor
Name of Potential Contractor (print)

(RECOMMENDED SUBCONTRACTOR)

The undersigned potential subcontractor of BTD hereby acknowledges receipt and understanding of the Conflict of Interest provisions set out above; and hereby certifies that, except as heretofore or herewith fully disclosed in writing, to the best of potential Subcontractor’s knowledge and belief, no such conflict exists, or is likely to exist in the future pertaining to this procurement should the contract be awarded to potential Subcontractor; and potential Subcontractor further hereby promises to promptly notify BTD in writing if such knowledge or belief changes in the future.

By:
Signature and Title of Authorized Official of Recommended Subcontractor
Name of Recommended Subcontractor (print)

Note: Offeror shall make copies of the Conflict of Interest document and Acknowledgment and Certification form and provide same to each Subcontractor Offeror recommends for the contract. Offeror is required to secure an acknowledgment and certification from each Subcontractor Offeror recommends and submit such certification to BTD prior to a Subcontractor beginning any work under this contract.
### 3.8 References - Vendor

**RFP # 011821-2**

Provide a minimum of three references within the past five years in which a similar service was provided. Provide company name, address, contact person, phone, fax, and email. **Be sure to include a valid email as references are check via email.**

<table>
<thead>
<tr>
<th>Company Name:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td></td>
</tr>
<tr>
<td>Contact Person:</td>
<td></td>
</tr>
<tr>
<td>Email:</td>
<td></td>
</tr>
<tr>
<td>Phone:</td>
<td>Fax:</td>
</tr>
<tr>
<td>Company Name:</td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td></td>
</tr>
<tr>
<td>Contact Person:</td>
<td></td>
</tr>
<tr>
<td>Email:</td>
<td></td>
</tr>
<tr>
<td>Phone:</td>
<td>Fax:</td>
</tr>
<tr>
<td>Company Name:</td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td></td>
</tr>
<tr>
<td>Contact Person:</td>
<td></td>
</tr>
<tr>
<td>Email:</td>
<td></td>
</tr>
</tbody>
</table>
CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549 and 12689, Debarment and Suspension, 2 C.F.R. part 180, 2 C.F.R part 1200, 2 C.F.R. § 200.213, and 2 C.F.R. part 200 Appendix II (I).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

The prospective primary Respondent/Contractor certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application 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 (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the prospective primary Respondent/Contractor is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

DATE: ______________________________________________________

SIGNATURE: ______________________________________________________

NAME / TITLE: ______________________________________________________

RESPONDENT/ CONTRACTOR: __________________________________________
INSTRUCTIONS FOR CERTIFICATION

By signing and submitting this proposal, the Respondent/Contractor is providing the certification set out below.

1. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The Respondent/Contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Owner's determination whether to enter into this transaction. However, failure of the Respondent/Contractor to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

2. The certification in this clause is a material representation of fact upon which reliance was placed when the Owner determined to enter into this transaction. If it is later determined that the Respondent/Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Owner may terminate this transaction for cause or default.

3. The Respondent/Contractor shall provide immediate written notice to the Owner to which this proposal is submitted if at any time the Respondent/Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.


5. The Respondent/Contractor agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a Subcontractor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Owner entering into this transaction.

6. The Respondent/Contractor further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transactions," provided by the Owner entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Respondent/Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for transactions authorized under paragraph 6 of these instructions, if a Respondent/Contractor in a covered transaction knowingly enters into a lower tier covered transaction with a Subcontractor who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Owner may terminate this transaction for cause or default.

9. The Respondent/Contractor also agrees to include these requirements in each subcontract, or a lower tier covered transaction, exceeding $25,000 financed in whole or in part with Federal assistance provided by FTA.
3.10 Delinquent State Business Tax Certification

All Offerors shall certify that Offerors is not delinquent in a tax owed the state under Chapter 171, Tax Code, pursuant to the Texas Business Corporation Act, Texas Statutes, Article 2.45.

DATE: ______________________________________________________

SIGNATURE: ______________________________________________________

NAME / TITLE: ______________________________________________________

RESPONDENT/CONTRACTOR: ______________________________________________________
3.11 Offer

RFP # 011821-2

By execution below Offeror hereby offers to furnish equipment and services as specified in BTD’s RFP # 011821-2 including any addendums that have been issued, and guarantees that the product offered will meet or exceed specifications in this RFP.

Offeror certifies that it has read all of the offer documents and agrees to abide by all of the federal clauses, terms, certifications, and conditions thereof.

The Offeror agrees that the bid pricing will remain valid for a period of not less than sixty (60) days from the date of submission; and

The submitted bid includes all pricing needed for award and that no further options will be needed upon award.

Authorized Signature

Legal Company Name (print)

Name and Title (print)

Date

Address

City, State & Zip

Telephone

E-mail

Tax ID # or SSN
3.12 PTN-130

RFP # 011821-2

Please go to the TxDOT Website link below and print off the PTN-130 (Vendor Consolidated Certification Form) and complete it.

3.13 Lobbying Certification

RFP# 011821-2

The 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, _______________________________, 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.

__________________________________________  ________________________________
Authorized Signature                      Company Name (print)

__________________________________________
Name and Title (print)                    Date
3.14 Certification and Authorization

RFP# 011821-2

The undersigned certifies that he has fully read and understands this Request for Proposal and has full knowledge of the scope, quantity, and quality of the services to be furnished and intends to adhere to the provisions described herein. The undersign also affirms that they are duly authorized to submit this proposal, that this proposal has not been prepared in collusion with any other Offeror, and that the contents of this proposal have not been communicated to any other Offeror prior to the official opening of this proposal. Additionally, the undersigned affirms that the firm is willing to sign the enclosed Standard Form of Contract.

Representative’s Name: _____________________________________________________
(Please print or type)

Representative’s Title: _____________________________________________________

Offeror’s Company Name: _____________________________________________________

Phone Number: _______________________            Fax Number:  _____________________

Email Address:  ____________________________________

Firm Name and Address:   __________________________________________________

________________________________________________

________________________________________________

________________________________________________

Representative’s Signature:     __________________________________________________

Date:   _______________________

3.15 Price Proposal Form

RFP# 011821-2

The following lump sum proposal prices includes all costs for labor, materials, taxes, insurance, overhead, profits and all other costs necessary to perform the work in accordance with the contract documents.

<table>
<thead>
<tr>
<th>Total Cost Per Audit</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 1</td>
<td>$</td>
</tr>
<tr>
<td>Year 2 (Option)</td>
<td>$</td>
</tr>
<tr>
<td>Year 3 (Option)</td>
<td>$</td>
</tr>
<tr>
<td>Year 4 (Option)</td>
<td>$</td>
</tr>
<tr>
<td>Year 5 (Option)</td>
<td>$</td>
</tr>
</tbody>
</table>

THE OFFEROR HEREBY ACKNOWLEDGES RECEIPT OF AND AGREES THAT IT HAS READ AND UNDERSTOOD THE ENTIRE PROPOSAL, AND ITS COST PROPOSAL IS BASED ON THE SCOPE OF WORK AND TERMS PROVIDED IN THE SOLICITATION AS MODIFIED BY THE FOLLOWING ADDENDA

(IF ANY): #1___________ #2 ___________ #3___________ #4___________ #5___________
(Please Initial)

IN COMPLIANCE WITH THIS SOLICITATION, THE UNDERSIGNED OFFEROR HAVING EXAMINED THE REQUEST FOR PROPOSAL AND BEING FAMILIAR WITH THE CONDITIONS TO BE MET, HEREBY SUBMITS THE ATTACHED. AN INDIVIDUAL AUTHORIZED TO BIND THE COMPANY MUST SIGN THE FOLLOWING SECTION. FAILURE TO EXECUTE THIS PORTION MAY RESULT IN PROPOSAL REJECTION.

Signature of Authorized Official: ______________________________

Date: __________________________

Title: ______________________________

Print Name: ______________________________
Section 4 Required Federal Clauses

4.1 Access to Records and Reports

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

b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

4.2 Bonding Requirements

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

A performance bond on the part of 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; and

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.

4.3 Clean Air Act and Federal Water Pollution Control Act

The Contractor agrees:

1) It will not use any violating facilities;
2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA “List of Violating Facilities;”
3) It will report violations of use of prohibited facilities to FTA; and
4) It 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).

4.4 Civil Rights

BTD is an Equal Opportunity Employer. As such, BTD agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the AGENCY agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

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

include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.


### 4.5 Disadvantaged Business Enterprises

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency’s overall goal for DBE participation is 5.37%. A separate contract goal has not been established for this procurement.

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 BTD deems appropriate. Each subcontract the Contractor signs with a Subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

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

The Contractor is required to pay its Subcontractors performing work related to this contract for satisfactory performance of that work no later than 10 days after the Contractor’s receipt of payment for that work from BTD. In addition, the Contractor may not hold retainage from its Subcontractors.

The Contractor must promptly notify BTD, 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 BTD.

BTD requires prime Contractors to send to BTD copies of checks payable from our Contractors to their vendors. The purpose of our receiving copies of their vendor checks is to verify they are adhering to our contract which stipulates payment to their vendors within 10 days of receipt of payment from us. In order for us to be able to confirm our Contractors receipt of our payment, we will also need to include that our payments to Contractors will either be sent via Fed-X or wired directly to the Contractor.

### 4.6 Employee Protections

Construction Activities. BTD agrees to comply, and assures the compliance of Contractor and each subrecipient at any tier of the Project, with the following laws and regulations providing protections for construction employees: **Prevailing Wage and Anti-Kickback**

For all prime construction, alteration or repair contracts in excess of $2,000 awarded by FTA, the 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. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction.” In accordance with the statute, the 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. In addition, the Contractor agrees to pay wages not less than once a week. The Contractor shall also comply with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. 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.” The 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.
**Contract Work Hours and Safety Standards**

For all contracts in excess of $100,000 that involve the employment of mechanics or laborers, the 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 C.F.R. part 5. Under 40 U.S.C. § 3702 of the Act, the 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.

In the event of any violation of the clause set forth herein, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the 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 work week of forty hours without payment of the overtime wages required by this clause.

The FTA shall, upon its own action or upon written request of an authorized representative of the Department of Labor with 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 this section.

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

**4.7 Debarment and Suspension**

Applicability: This requirement applies to all FTA grant and cooperative agreement programs for a contract in the amount of at least $25,000

1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

2. C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

3. The accompanying certification is a material representation of fact relied upon by the subrecipient. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Agency and subrecipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, 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.

4.8 Third Parties

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.

4.9 Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq . and U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 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.

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(jj)(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.

4.10 Termination

Termination for Convenience (General Provision) BTD 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 BTD to be paid the Contractor. If the Contractor has any property in its possession belonging to BTD, the Contractor will account for the same, and dispose of it in the manner BTD directs.

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, BTD may terminate this contract for default. BTD 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 Recipient.

Upon written notice, the Offeror agrees that the Federal Government may suspend or terminate all or any part of Federal assistance if terms of the project agreement are violated, if the Federal Government determines that the purposes of the laws authorizing the Project would not be adequately served by the continuation of Federal assistance for the Project, if reasonable progress on the Project is not made, if there is a violation of the project agreement that endangers substantial performance of the Project, or if the Federal Government determines that Federal assistance has been willfully misused by failing to make appropriate use of Project property. Termination of Federal assistance for the Project will not typically invalidate obligations properly incurred before the termination date to the extent those obligations cannot be canceled. The Federal Government reserves the right to require the refund of the entire amount of Federal assistance provided for the Project or a lesser amount.

4.11 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(jj)(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 Contractor must submit to the FTA recipient the appropriate Buy America certification with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Responses, bids or offers that are not
accompanied by a completed Buy America certification must be rejected as nonresponsive.

With the implementation of the Fixing America’s Surface Transportation (FAST) Act, new requirements for domestic content are phased in based on the date of delivery of the rolling stock. The increased domestic content percentage requirement for rolling stock for:

i. FY16 & FY17 is more than 60% domestic content;
ii. FY18 & FY19 is more than 65% domestic content; and
iii. FY20 & beyond is more than 70% domestic content.

For rolling stock purchases for which the average cost of the vehicle is more than $300,000, the FAST Act allows the cost of steel or iron produced in the U.S. and used in the rolling stock frames or car shells to be included in the domestic content calculation, regardless of whether the frame or car shell is produced in the U.S.

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

4.12 Lobbying

Contractors who apply for an award of $100,000 or more shall file the Certification Regarding Lobbying, required by 49 CFR Part 20, New Restrictions on Lobbying, with the Owner. Each Subcontractor shall file the Certification Regarding Lobbying with the Contractor 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.

The Contractor and Subcontractors shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from Subcontractors to Contractor to BTD. The Contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

The certification regarding Lobbying to be completed by the Contractor and Subcontractor(s) is provided herein under Certifications and Forms Section.

4.13 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.

4.14 Interest of Members of, or Delegates to, Congress

No member of, or delegate to, the Congress of the United States will be admitted to any share or part of this Contract or to any benefit arising there from. (41 U.S.C. §22.)

4.15 Prohibited Interest

No member, officer, or employee of BTD or of a local public body during his tenure or one year thereafter will have any interest, direct or indirect, in this Contract or the proceeds thereof.

4.16 Policies for all Tiers

Contractor agrees to comply with the subsections of this Section and agrees to include the following clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that these clauses will not be modified, except to identify the Subcontractor who will be subject to its provisions.

4.17 Federal Changes

49 CFR Part 18 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.

4.18 Incorporation of FTA Terms

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220 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 BTD requests which would cause BTD to be in violation of the FTA terms and conditions.

4.19 Violation and Breach of Contract

Rights and Remedies of the Agency
The Agency shall have the following rights in the event that the Agency deems the Contractor guilty of a breach of any term under the Contract.
1. The right to take over and complete the work or any part thereof as agent for and at the expense of the Contractor, either directly or through other contractors; 2. The right to cancel this Contract as to any or all of the work yet to be performed; 3. The right to specific performance, an injunction or any other appropriate equitable remedy; and 4. The right to money damages. For purposes of this Contract, breach shall include.

Rights and Remedies of Contractor

In as much as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the Agency, the Contractor expressly agrees that no default, act or omission of the Agency shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the Agency directs Contractor to do so) or to suspend or abandon performance.

Remedies

Substantial failure of the Contractor to complete the Project in accordance with the terms of this Contract will be a default of this Contract. In the event of a default, the Agency will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Contract by the Contractor before the Agency takes action contemplated herein, the Agency will provide the Contractor with sixty (60) days written notice that the Agency considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

Disputes

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by an authorized representative of Agency. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Agency’s authorized representative. 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 Agency’s authorized representative shall be binding upon the Contractor and the Contractor shall abide by the decision.

In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the Authority acted in an arbitrary, capricious or grossly erroneous manner.

Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with the Agency’s direction or decisions made thereof.

Performance during Dispute

Unless otherwise directed by Agency, 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 its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies

Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Agency and the Contractor arising out of or relating to this Contract 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 Agency 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 Agency 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.

4.20 Drug and Alcohol Testing/Use


4.21 Privacy Act

Contracts Involving Federal Privacy Act Requirements - The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract: 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
4.22 Byrd Anti-Lobbying

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. 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 any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Agency.”

4.23 Equal Employment Opportunity

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will be considered for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. 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.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee’s essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor’s legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers’ representative of the contractor’s commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor’s noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
4.24 Prompt Payment

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. In addition, the contractor 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.

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

4.25 Notice to FTA and US DOT

The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient 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, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. 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 the Recipient.

Attachment A-- Federal Schedule
<table>
<thead>
<tr>
<th>Category</th>
<th>Description</th>
<th>Amount</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Category 1</td>
<td>Description 1</td>
<td>Amount 1</td>
<td>Notes 1</td>
</tr>
<tr>
<td>Category 2</td>
<td>Description 2</td>
<td>Amount 2</td>
<td>Notes 2</td>
</tr>
<tr>
<td>Category 3</td>
<td>Description 3</td>
<td>Amount 3</td>
<td>Notes 3</td>
</tr>
<tr>
<td>Category 4</td>
<td>Description 4</td>
<td>Amount 4</td>
<td>Notes 4</td>
</tr>
</tbody>
</table>

*Attachment B -- Agency Wide Statement of Revenue and Expenditures*
Revenues

Grant Funds 1,893,311.00
Grant TX-2017-019-00 1,575,075.00
Grant TX-2018-0054 PY 17 534,036.00
TX-2019-054-FY15 1,366,148.00
Insurance Payments 163,478.91
State 3,533,530.00
State Grant - second grant 87,284.00
Fares - Fixed Route 42,813.69
Fares - DNR 362,775.63
Parking Garage Revenue 36,383.00
Contract 1,579,271.79
Medical Transportation - Medicaid 1,315,087.63
Toll Credits 418,173.00
Inkind Match 7,725,952.53
Local 56,494.66
Interest 4,974.92
Long and Short Term Disability 157,341.30
Workers Comp 261,919.27
Health Insurance 721,804.47
Flex Plan Revenue 10,231.92
Miscellaneous 176,611.22
Group Life Insurance 38,261.10
Agency Retirement Contributions 1,166,278.27
Transfers In 5,883,061.01

Total Revenues 30,530,187.72

Expenditures

Salaries 1,456,599.53
Wages Admin. Hrly. 221,132.79
Wages Operators 2,013,115.13
Wages Dispatch 134,111.42
Wages Maintenance 526,225.36
Wages Terminal Monitors 165,608.52
Prorated Annual Leave 27,802.73
FICA 318,169.99
TUCA 3,744.29
W/C - Drivers 207,898.60
Health Insurance 495,751.54
Disability Insurance 157,346.68
Flex Plan Expense 800.16
W/C - Mechanics 47,047.26
W/C - Directors/Clerical 7,254.76
Retirement Program 2,025,278.64
Travel 486.39
Travel/Out-Of-Area 43,967.98
Interest Payments 331,008.04
Misc. Professional Service 403,682.75
Financial Analysis/Development/Audit 36,339.72
Park & Ride Bus Service 570,396.00
Concier Services 97,381.00
Uniforms 14,613.76
Towing Services 13,046.45
<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Security Services</td>
<td>9,599.76</td>
</tr>
<tr>
<td>Toll Credits</td>
<td>418,178.00</td>
</tr>
<tr>
<td>Inkind Match</td>
<td>7,725,952.53</td>
</tr>
<tr>
<td>Tickets/Token/Passes</td>
<td>2,260.36</td>
</tr>
<tr>
<td>Local Expense</td>
<td>54,454.66</td>
</tr>
<tr>
<td>Office Supplies</td>
<td>36,307.18</td>
</tr>
<tr>
<td>Facility Materials/Supplies</td>
<td>65,915.42</td>
</tr>
<tr>
<td>Shop Supplies</td>
<td>38,603.16</td>
</tr>
<tr>
<td>Postage/Shipping</td>
<td>13,240.28</td>
</tr>
<tr>
<td>Gasoline</td>
<td>417,689.14</td>
</tr>
<tr>
<td>Diesel</td>
<td>168,620.78</td>
</tr>
<tr>
<td>Propene</td>
<td>86,668.50</td>
</tr>
<tr>
<td>Motor Oil</td>
<td>22,774.53</td>
</tr>
<tr>
<td>Lubricants</td>
<td>856.05</td>
</tr>
<tr>
<td>Tires and Tubes</td>
<td>115,010.31</td>
</tr>
<tr>
<td>Vehicle Materials/Supplies</td>
<td>334,475.13</td>
</tr>
<tr>
<td>Gasoline Taxes</td>
<td>76,687.97</td>
</tr>
<tr>
<td>Diesel Taxes</td>
<td>19,793.94</td>
</tr>
<tr>
<td>Real Property Purchase</td>
<td>0.00</td>
</tr>
<tr>
<td>Non-Inventory Equipment</td>
<td>9,778.29</td>
</tr>
<tr>
<td>Equipment - Security</td>
<td>(2,222.75)</td>
</tr>
<tr>
<td>Equipment Purchases</td>
<td>248,491.36</td>
</tr>
<tr>
<td>Equipment Leases</td>
<td>18,804.13</td>
</tr>
<tr>
<td>Facility Space Rental</td>
<td>90.00</td>
</tr>
<tr>
<td>Facility Utilities</td>
<td>114,191.45</td>
</tr>
<tr>
<td>Telephone</td>
<td>126,336.85</td>
</tr>
<tr>
<td>Facility Maintenance &amp; Repairs</td>
<td>170,020.67</td>
</tr>
<tr>
<td>Vehicle Servicing &amp; Repairs</td>
<td>83,946.21</td>
</tr>
<tr>
<td>Licenses, Inspections</td>
<td>2,375.87</td>
</tr>
<tr>
<td>Insurance</td>
<td>261,306.13</td>
</tr>
<tr>
<td>Membership Fees, Subscription</td>
<td>192,531.96</td>
</tr>
<tr>
<td>Conference Registration</td>
<td>3,973.00</td>
</tr>
<tr>
<td>Marketing</td>
<td>53,172.39</td>
</tr>
<tr>
<td>Staff Development/Training</td>
<td>41,763.52</td>
</tr>
<tr>
<td>Renovation Expense</td>
<td>(55.00)</td>
</tr>
<tr>
<td>BVICIL</td>
<td>26,344.00</td>
</tr>
<tr>
<td>Disability Insurance</td>
<td>35,756.65</td>
</tr>
<tr>
<td>Workers Comp</td>
<td>101,593.00</td>
</tr>
<tr>
<td>Health Insurance</td>
<td>724,852.24</td>
</tr>
<tr>
<td>Cafeteria Plan Reimbursement</td>
<td>9,750.03</td>
</tr>
<tr>
<td>Group Life Insurance</td>
<td>1,752,550.09</td>
</tr>
<tr>
<td>Life Insurance</td>
<td>26,393.70</td>
</tr>
<tr>
<td>Other Misc. Direct Costs</td>
<td>536,673.66</td>
</tr>
<tr>
<td>Temporary Staffing Services</td>
<td>175,041.67</td>
</tr>
<tr>
<td>Transfers Out</td>
<td>5,863,051.01</td>
</tr>
<tr>
<td>Capital Purchases &lt; $5000.00</td>
<td>0.00</td>
</tr>
<tr>
<td>111203 Buy Repl. 30 ft. Bus</td>
<td>1,754,755.53</td>
</tr>
<tr>
<td>117100 - Mobility Management</td>
<td>94,580.89</td>
</tr>
<tr>
<td>Pre Construction Related Expenses</td>
<td>273,150.00</td>
</tr>
<tr>
<td>113309 Constr.-Intermodal Bus Terminal/Parking Facility</td>
<td>(17,928.95)</td>
</tr>
<tr>
<td>114220 - Misc. Equipment</td>
<td>2,533.05</td>
</tr>
<tr>
<td>11-34-20 - Rehab Misc.</td>
<td>112,564.55</td>
</tr>
<tr>
<td>44.24.00 - Short Range Transit Planning</td>
<td>60,000.00</td>
</tr>
<tr>
<td>114402 - Rehab/Renovate Maintenance Facility</td>
<td>98,575.00</td>
</tr>
<tr>
<td>Description</td>
<td>Amount</td>
</tr>
<tr>
<td>------------------------------------------</td>
<td>------------</td>
</tr>
<tr>
<td>Total Expenditures</td>
<td>31,998,257.68</td>
</tr>
<tr>
<td>Total Revenues Over (Under) Expenditures</td>
<td>(1,468,069.96)</td>
</tr>
</tbody>
</table>
### Attachment C—Balance Sheet

**Brazos Transit District**  
**Balance Sheet**  
As of 9/30/2019

<table>
<thead>
<tr>
<th>Assets</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Operating</td>
<td>2,475,055.13</td>
</tr>
<tr>
<td>Payroll</td>
<td>1,196.43</td>
</tr>
<tr>
<td>BTD - VA Shuttle Account</td>
<td>196,903.41</td>
</tr>
<tr>
<td>Leasing Account</td>
<td>0.00</td>
</tr>
<tr>
<td>Chase Bank of Texas</td>
<td>1,695.06</td>
</tr>
<tr>
<td>Guaranty Federal</td>
<td>0.00</td>
</tr>
<tr>
<td>First National Bank Livingston</td>
<td>14,877.60</td>
</tr>
<tr>
<td>Commercial Bank of Texas</td>
<td>419,515.86</td>
</tr>
<tr>
<td>Special Insurance Service</td>
<td>100.00</td>
</tr>
<tr>
<td>Petty Cash</td>
<td>0.00</td>
</tr>
<tr>
<td>Change Box Cash</td>
<td>0.00</td>
</tr>
<tr>
<td>Spare Parts Inventory</td>
<td>190,436.79</td>
</tr>
<tr>
<td>Accounts Receivable</td>
<td>1,504,578.25</td>
</tr>
<tr>
<td>AR Clearing</td>
<td>0.00</td>
</tr>
<tr>
<td>Returned Checks</td>
<td>0.00</td>
</tr>
<tr>
<td>Deferred Outflows - Pension Activities</td>
<td>165,071.95</td>
</tr>
<tr>
<td>Land</td>
<td>7,134,238.63</td>
</tr>
<tr>
<td>Buildings</td>
<td>28,372,325.49</td>
</tr>
<tr>
<td>Renovation</td>
<td>1,825,684.62</td>
</tr>
<tr>
<td>Property &amp; Equipment</td>
<td>13,565,840.54</td>
</tr>
<tr>
<td>Less: Accumulated Depreciation</td>
<td>(10,148,117.41)</td>
</tr>
<tr>
<td>Construction in Progress</td>
<td>0.00</td>
</tr>
<tr>
<td>Credit Card AP Clearing</td>
<td>9.00</td>
</tr>
<tr>
<td>Total Assets</td>
<td>45,739,402.45</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Liabilities and Net Assets</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounts Payable</td>
<td>214,571.27</td>
</tr>
<tr>
<td>Accounts Payable through Wire Transfer</td>
<td>0.00</td>
</tr>
<tr>
<td>AP Clearing</td>
<td>0.00</td>
</tr>
<tr>
<td>Net Pension Liability</td>
<td>(440,606.00)</td>
</tr>
<tr>
<td>Line of Credit Payable</td>
<td>0.00</td>
</tr>
<tr>
<td>Notes Payable</td>
<td>6,551,033.52</td>
</tr>
<tr>
<td>Accrued Salaries</td>
<td>90,091.25</td>
</tr>
<tr>
<td>Federal Withholding Payable</td>
<td>7,797.41</td>
</tr>
<tr>
<td>FICA Payable</td>
<td>16,997.82</td>
</tr>
<tr>
<td>TEC Payable</td>
<td>15.07</td>
</tr>
<tr>
<td>Workers Comp Payable</td>
<td>9,246.54</td>
</tr>
<tr>
<td>Health Insurance Payable</td>
<td>23,429.41</td>
</tr>
<tr>
<td>Child Support Payable</td>
<td>424.15</td>
</tr>
<tr>
<td>Credit Union Payable</td>
<td>0.00</td>
</tr>
<tr>
<td>Flex Plan Payable</td>
<td>0.00</td>
</tr>
<tr>
<td>Earned Income Credit</td>
<td>0.00</td>
</tr>
<tr>
<td>Life Insurance Payable</td>
<td>1,209.06</td>
</tr>
<tr>
<td>Disability Insurance Payable</td>
<td>4,885.11</td>
</tr>
<tr>
<td>Retirement Payable</td>
<td>31,533.05</td>
</tr>
<tr>
<td>Student Loan Payable</td>
<td>134.50</td>
</tr>
<tr>
<td>Bankruptcy Payable</td>
<td>0.00</td>
</tr>
<tr>
<td>Medical Reimbursement Payable</td>
<td>0.00</td>
</tr>
<tr>
<td>Child Care Payable</td>
<td>0.00</td>
</tr>
<tr>
<td>IRS Levy Payable</td>
<td>45.00</td>
</tr>
<tr>
<td>Accrued Annual Leave</td>
<td>171,400.49</td>
</tr>
</tbody>
</table>

*Docs: 5/30/20 02:08:19 PM*  
*Page: 1*
Brazos Transit District  
Balance Sheet  
As of 9/30/2019

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accrued Comp Time</td>
<td>0.00</td>
</tr>
<tr>
<td>Suspense</td>
<td>0.00</td>
</tr>
<tr>
<td>Fund Balance - Unrestricted</td>
<td>6,032,489.92</td>
</tr>
<tr>
<td>Restricted for Transportation</td>
<td>(5,596,190.76)</td>
</tr>
<tr>
<td>Investment in Fixed Assets</td>
<td>40,779,571.27</td>
</tr>
<tr>
<td>Held for others (Insurance)</td>
<td>355,793.20</td>
</tr>
<tr>
<td>Excess Revenues over Expenditures</td>
<td>(1,468,069.96)</td>
</tr>
<tr>
<td>Total Liabilities and Net Assets</td>
<td>45,739,402.50</td>
</tr>
</tbody>
</table>