

**WESTERN CONTRA COSTA TRANSIT AUTHORITY
(WCCTA)**

REQUEST FOR PROPOSAL

FOR

Independent Year End Audit

RFP 2022-01

WESTERN CONTRA COSTA TRANSIT AUTHORITY

601 Walter Avenue

Pinole, CA 94564

(510) 724-3331

www.westcat.org

May 11, 2022

Responses due:

3:00 p.m., June 10, 2022

Contact Information

Debora Harris, Accounting Analyst

(510) 724-3331

debora@westcat.org

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1.0 Project Description

The Western Contra Costa Transit Authority (WCCTA) is soliciting proposals from California licensed auditing firms or individuals (referred to as "Auditor", "Proposer", or "Contractor") to provide financial auditing services, including WCCTA's Independent Audit for fiscal years ending June 30 of 2022, and June 30 of 2023, with an option for three (3) one-year extensions covering the years ending on June 30 of 2024, 2025 and 2026, provided that changes in the terms and conditions of each one (1) year extension are mutually agreed upon by both parties. These audits are to be performed in accordance with U.S. generally accepted auditing standards and the U.S. Office of Management and Budget (OMB) (2 CFR part 200, subpart F), Audits of State and Local Governments and Non-Profit Organizations.

Audits for subject years must be completed by September 30 of each year (90 days from the close of the fiscal year).

2.0 About the Authority

Overview

The Western Contra Costa Transit Authority ("WCCTA" or the "Authority") was formed in September of 1977 under the provisions of the California Joint Exercise of Powers Act, Government Code Sections 6500 et. seq. and represents the cities of Pinole, Hercules, and the unincorporated communities of Montalvin Manor, Bayview, Tara Hills, Rodeo, Crockett and Port Costa. WCCTA is governed by a seven member Board of Directors composed of two elected officials from each city's City Council and three members appointed by the Contra Costa County Board of Supervisors. WCCTA is responsible for provision of public transit service within an approximately 20 square mile service area.

Location

The WCCTA service area is located Western Contra Costa County approximately 20 miles northeast of San Francisco. It is primarily a suburban residential area with several shopping centers and limited commercial/industrial development. Current population of the area is approximately 68,000 people.

Service Operations

WCCTA operates local and express fixed route bus service (WestCAT), Transbay bus service (Lynx), and paratransit service (Dial-A-Ride) for seniors and persons with disabilities. The Dial-A-Ride is currently offered beyond ADA required service levels to include anyone 65 years of age or older, regardless of ADA eligibility status. WCCTA also operates Transbay bus service (the Lynx) between Hercules and San Francisco.

3.0 Funding Sources

WCCTA receives grants and allocations from a variety of federal, state, and local sources for both its operating and capital needs. WCCTA is both a direct grant recipient (Contra Costa County "Measure J",) and a recipient of funding allocations administered by the Metropolitan Transportation Commission (MTC) and CalTrans, including Transportation Development Act Article 4.0 and 4.5, Federal Urbanized Area Capital Formula funds, Federal, Coronavirus Response and Relief Supplemental Appropriations Act, Federal American Recovery Plan Act, State of Good Repair funds, Low Carbon Transit Operations Program funds and Regional Measure 2 and 3 Bridge Toll revenues. Due to the different sources of WCCTA's funding the auditor may be required to obtain data from multiple agencies in the performance of the audit. The selected proposer must have knowledge of the specific audit requirements of each of these revenue sources, and prepare the final audit in compliance with these requirements.

4.0 Accounting Systems

The financial activities of WCCTA are accounted for under the accrual basis of accounting. WCCTA currently maintains its accounting records in Sage 50 accounting software; payroll is processed by Heartland Payroll (an outside service). Fixed Assets are maintained in an Excel spreadsheet.

On January 3, 2022, WCCTA hired a full-time Accounting Analyst, after the previous Accounting Clerk of 14 years resigned at the end of October 2021. Also, for approximately 37 years, WCCTA utilized an outside financial accountant for the preparation of its financial statements. WCCTA's outside accountant retired on September 19, 2021. On October 1, 2021, WCCTA appointed a member of its senior management staff to the position of Chief Financial Officer. Both the Accounting Analyst and Chief Financial Officer positions are new job classifications at WCCTA.

Authority staff will be available to:

- Support the auditor by providing any necessary information or data.
- Prepare all trial balances, detail supporting schedules (e.g., accounts receivable and accounts payable listings, fixed assets, etc.), reconciliations of significant accounts, and other schedules as reasonably expected for the audit.

Past audit and current budget reports are available upon written request to WCCTA, 601 Walter Avenue, Pinole, CA 94564, or email request to debora@westcat.org.

5.0 Timeline

Event:	Date
Request for Proposals issued by WCCTA	May 11, 2022
Pre-Proposal Conference (Optional)	May 16, 2022
Deadline for receipt of written questions and requests for addenda	May 23, 2022
WCCTA responses and/or addenda issued	May 26, 2022
Proposals due - 3:00 p.m. PST	June 10, 2022
WCCTA reviews proposals	June 13, 2022
WCCTA holds interviews if needed	June 16-17, 2022
Letters to respondents	June 20, 2022
Appeals process deadline	June 27, 2022
Approval of contract by WCCTA Board	July 14, 2022

6.0 General Information

6.1. Pre-Proposal Conference

This project shall include the furnishing of all labor and services outlined in the Scope of Work section of the Request for Proposal (RFP). A Pre-Proposal Conference will be held via Zoom, on May 16, 2022, at 10:00

AM PST. Prospective Proposers are highly encouraged to attend this meeting, but attendance is not required.

6.2. Submission of Proposals

One (1) bound and one (1) unbound original copy of the proposal, **or** an *electronic copy of the original proposal (with return receipt required) in the form specified in this RFP must be received by WCCTA at its offices at the address below, directed as set forth above by 3:00 PM PST, on June 10, 2022. Proposals in response to this RFP shall be considered received at the time actually received by the addressee listed below or designated agent. Proposals received after the specified date and time shall be considered late and shall not be considered for evaluation. Late proposals shall be returned to the sender unopened. Proposers should note that WCCTA's normal business hours are from 8:00 AM to 5:00 PM, Monday through Friday.

All proposals and other communications must be addressed, as follows:

Yvonne Morrow, Chief Financial Officer
Western Contra Costa Transit Authority
yvonne@westcat.org
601 Walter Avenue
Pinole, CA 94564
P: (510) 724-3331
F: (510) 724-5551

*Acceptable electronic versions of the proposals are; Microsoft Word and/or Excel, and Adobe Acrobat .pdf.

6.3. Inquiries and Due Date

A proposer may submit to WCCTA a written request for an interpretation or clarification of, or any addenda to, this RFP. Any such request must be received by WCCTA no later than May 23, 2022. The request must be submitted in writing (including by facsimile (510) 724-5551) to the WCCTA contact or by email at debora@westcat.org. WCCTA's responses to questions will be mailed to interested proposers and posted to www.westcat.org by May 26, 2022.

WCCTA is not bound by any oral interpretations, clarifications, or changes made to this RFP by any WCCTA representative. Any clarification or change to the RFP must be provided in writing pursuant to this Section.

6.4. Addendum

WCCTA reserves the right to make modifications or addenda to this RFP. If WCCTA determines it is appropriate to revise any portion of this RFP, either at the request of a proposer or upon WCCTA's own initiative, WCCTA will issue, and make available to all prospective proposers who have identified themselves to WCCTA, a written addendum setting forth this revision. Addenda will also be available on WCCTA's website. It is the responsibility of the proposer to ensure that they have received all addenda. Proposers shall acknowledge receipt of addenda by written notice accompanying their proposal submission. Where addenda require changes in the work to be performed under the Contract, the date set for receipt of proposals may be postponed by such number of days as WCCTA determines are appropriate in order to enable prospective proposers to revise proposals.

6.5. Protest Procedures

WCCTA Bid Protest Procedures are available on request and have been developed to provide the sole remedy for supplier protests that cannot be informally resolved.

The procedures and time limits set forth in these procedures are mandatory and are the interested party's sole and exclusive remedy in the event of a protest. The interested party's failure to comply with these procedures shall constitute a waiver of any right to further pursue the protest, including, but not limited to, filing a Government Code Claim or legal proceedings. An interested party may not rely on a protest submitted by another interested party, but must timely pursue its own protest.

6.6. Restrictions on Lobbying and Contacts

Restrictions on Lobbying and Contacts with WCCTA's Board of Directors

During the period beginning on the date of the issuance of this RFP and ending on the date of the award of the contract, no person (or entity) submitting a proposal in response to this RFP, nor any officer, employee, representative, agent, or contractor representing such a person (or entity) shall contact through any means or engage in any discussion regarding this RFP, the evaluation or selection process, or the award of the contract with any member of the WCCTA Board of Directors or his or her staff. Any such contact shall be grounds for the disqualification of the proposer.

Restrictions on Lobbying and Contacts with WCCTA Staff

During the period beginning on the date of the issuance of this RFP and ending on the date of the award of the contract, each person or entity described in the subsection above shall limit his or her communication with WCCTA staff to the written clarification and amendment process described. During such period, any such person or entity is precluded from having any communications regarding this RFP, the evaluation or selection process, or the award of the contract with a member of the WCCTA Evaluation Committee, other than communications initiated by such member during interviews or discussions. Any such unauthorized communication shall be grounds for the disqualification of the proposer.

6.7. Ownership of Proposals

The proposals received become the exclusive property of WCCTA. At such time as a contract award is approved by the WCCTA Board of Directors, all proposals submitted in response to this RFP shall become a matter of public record and shall be regarded as public records, with the exception of those elements of each proposal which are trade secrets as that term is defined in California Government Code 6254.7 and which are so marked as "TRADE SECRET," "CONFIDENTIAL" or "PROPRIETARY." WCCTA shall not in any way be liable or responsible for the disclosure of any such records or portions thereof, including, without limitation, those so marked if disclosure is deemed required by law or by an order of a court. Proposals that indiscriminately identify all or most of the proposal as exempt from disclosure without justification may be found technically unacceptable.

6.8. Procurement Guidelines

Costs Incurred by Proposer

Any costs incurred by proposers in responding to this Request for Proposals shall be the proposer's sole expense and will not be reimbursed by WCCTA.

Cancellation of Procurement

WCCTA reserves the right in its discretion to cancel this Request for Proposals in whole or in part.

Proposal Rejection

WCCTA reserves the right in its discretion to accept or reject any and all proposals submitted in response to the RFP, or refuse to enter into any contract resulting from any proposal submitted, without expense to WCCTA.

Proposal Withdrawal

The proposer's authorized representative may, prior to the date and time set as the deadline for receipt of proposals, modify or withdraw a proposal in person, in writing, or by facsimile (510) 724-5551 to the WCCTA contact person listed in Section 6.2. Submission of Proposals. If proposals are modified or withdrawn in person, the authorized representative shall make his or her identity known and shall sign a receipt for the proposal. Written or facsimile notices shall be received in WCCTA's offices, 601 Walter Avenue, Pinole, CA 94564, no later than the date scheduled as the proposal receipt deadline. After the proposal receipt deadline, proposals may not be withdrawn for one hundred twenty (120) calendar days.

Acceptance of Proposals

- (a) Each proposal shall be submitted with the understanding that it is subject to the evaluation procedure set forth in Section 10.0 Method of Evaluation and Criteria for Selection, and to negotiation at the option of WCCTA
- (b) WCCTA reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals or proposal procedures
- (c) WCCTA reserves the right to withdraw or cancel this RFP at any time without prior notice and the Authority makes no representations that any contract will be awarded to any Proposer responding to this RFP
- (d) WCCTA reserves the right to modify the solicitation schedule and to postpone proposal openings for its own convenience
- (e) WCCTA reserves the right to request additional information to clarify any proposals
- (f) Upon acceptance in writing by WCCTA of the final offer to furnish any and all of the services described herein, the parties shall promptly execute the final contract documents
- (g) The written contract shall bind the proposer to furnish and deliver the services specified at the price proposed and in accordance with the conditions of said accepted proposal and this Request for Proposals, as negotiated

Notice of Informal Solicitation

Notwithstanding any other provision of this RFP, all proposers are hereby specifically advised that this RFP is an informal solicitation for proposals only, and is not intended and is not to be construed as an offer to enter into an agreement or engage in any formal competitive bidding or negotiation pursuant to any statute, ordinance, rule or regulation.

Method of Response

Responses to the RFP shall be made according to the specifications and instructions contained herein. Failure to adhere to instructions may be cause for rejection of any proposal.

Acceptance of Terms and Conditions

Proposers understand and agree that submission of a proposal will constitute acknowledgment and acceptance of, and a willingness to comply with, all the terms, conditions, and criteria contained in this RFP, except as otherwise specified in the proposal. Any and all parts of the submitted proposal may become

part of any subsequent contract between the selected Contractor and WCCTA.

False, Incomplete, or Unresponsive Statements

False, incomplete, or unresponsive statements in connection with a proposal may be sufficient cause for rejection of the proposal. The evaluation and determination of the fulfillment of the above requirement will be WCCTA's responsibility and its judgment shall be final.

Clear and Concise Proposal

Proposals shall provide a straightforward, concise delineation of the proposer's capability to satisfy the requirements of this Request for Proposals (RFP). Each proposal shall be submitted in the requested format and provide all pertinent information, including but not limited to information relating to capability, experience, financial resources, management structure, key personnel, and other information as specified in Section 7.0 Proposal Requirements and otherwise required in this RFP. A duly authorized officer of the company shall sign each proposal in ink.

Equal Employment Opportunity

"Contractor will be required to comply with all applicable Equal Employment Opportunity laws and regulations."

Disadvantaged Business Enterprises (DBE)

WCCTA hereby notifies all bidders that it will affirmatively ensure that in regard to any contract entered into pursuant to its advertisement, Disadvantaged Business Enterprises (DBE) will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, gender, color, or national origin in consideration for an award.

Ineligible Bidders

All bidders will be required to certify that they are not on the Comptroller General's List of Ineligible Contractors. WCCTA reserves the right to reject any proposal if the contractor fails to comply.

7.0 Proposal Requirements

Proposers shall provide a written proposal that includes the required elements set forth in this Section. Each section of the Proposal as described herein shall be segregated to identify the item being addressed in the Proposal. A Proposal may be rejected and not reviewed by WCCTA if it modifies or fails to conform to each of the requirements set forth in this Section.

Cover Letter

Each proposer shall submit a maximum two-page letter providing pertinent information on the firm and its qualifications (size, experience, organization, philosophy) This letter should include the name and address of the organization submitting the proposal; whether the organization is an individual, partnership, corporation or joint venture; and the name, address and telephone number of the contact person who will be authorized to make representations for the organization, and acknowledgment of addenda.

Section 1: Project Understanding

Proposers shall describe their understanding of WCCTA and the audit services to be provided by the proposer in response to this RFP.

Section 2: Proposer Experience

References

Proposers shall submit a minimum of three references with contact information, description of work performed, and dates of service. Services provided to references should be similar in scope to those in this RFP. WCCTA reserves the right to contact any or all of the listed references regarding the audit

services performed by the proposer.

Public Transit Experience

Since WCCTA is a public transit agency with industry-specific funding sources and expenditures, proposers are required to have public transit experience along with experience dealing with federal, state, and local governments. Resumes of the staff members to be assigned to the WCCTA audit must include the following: position in the firm; years of experience; experience in the type of audit to be performed for WCCTA; educational background.

Section 3: Audit Methodology

The proposal should set forth a work plan and timeline, including an explanation of the audit methodology to be followed, and the services to be performed as required in Section 9.0 Scope of Work of this request for proposals. Proposals should include, but not be limited to, the following:

- Type and extent of analytical procedures to be used in this audit
- Approach to be taken to gain and document an understanding of the agency's internal control structure
- Approach to be taken in determining the laws and regulations that will be subject to audit test work
- Detailed audit schedule from contract execution to completion of FY2022 audit
- Assurance that future year audits can be completed by September 30 of each year

Section 4: Fee Proposal

Proposers are required to submit a fixed-cost proposal that incorporates all services outlined in Section 9.0 Scope of Work. The proposal should include a breakdown of the estimated time and rate by member of the audit team. The fee proposal shall separately detail costs for each year of the initial term. Additionally, the proposal shall include costs for each of the option years or shall propose a method for calculating costs for the option years (e.g. CPI). Additionally, the portion of each year's audit costs associated with performance of the Single Audit should be identified separately. These fees are additional charges to be added in years when WCCTA's federal expenditures exceed the single audit threshold (currently defined as \$750,000), and a single audit is required. All expense reimbursements will be charged against the total all-inclusive maximum price submitted in this proposal.

8.0 Additional Services

The Auditor may be consulted occasionally as an information resource for non-auditing service during the period under contract, and may be asked to provide guidance on implementation of GASB requirements and specifics for Federal and State regulations. Please include an hourly rate(s) for these services in the fee proposal.

9.0 Scope of Work

General Requirements

The selected proposer will be expected to audit all revenues and expenditures of WCCTA in accordance with auditing standards generally accepted in the United States of America and Government Auditing

Standards issued by the Comptroller of the United States. The auditor will be required to assist with the implementation of Governmental Accounting Standards Board statements as applicable. In addition, in the initial year of the engagement, the auditor will be responsible for the preparation of WCCTA's pension note to the financials as required by GASB 68. The audit firm will render their auditors' report on the basic financial statements. WCCTA will prepare the Management's Discussion and Analysis, which will be submitted to the proposer for inclusion in the Audited Financial Statements.

WCCTA will also separately prepare and submit the State Controller's State and Local Government Annual Financial Report.

The audit firm will perform a Single Audit (if required) on the expenditures of federal grants in accordance with OMB (2 CFR part 200, subpart F) and render the appropriate audit reports on Internal Control over Financial Reporting based upon the audit of WCCTA's financial statements in accordance with Government Auditing Standards and the appropriate reports on compliance with Requirements Applicable to each Major Program, Internal Control over Compliance and on the Schedule of Expenditures of Federal Awards in Accordance with OMB (2 CFR part 200, subpart F). The single audit report will include an appropriate schedule of expenditures of federal awards, footnotes, findings, and questioned costs, including reportable conditions and material weaknesses, and follow up on prior audit findings where required.

Within 30 days of finalizing the audit and delivering the completed audited financial statements (for each year when a Single Audit is required), the auditor shall initiate the filing of the required SF-SAC form transmitting the results of the Single Audit to the Federal Audit Clearinghouse (<https://facweb.census.gov>), and shall complete all the forms and certifications required of the auditor to finalize the submittal.

The audit firm shall issue a separate "management letter" that includes recommendations for improvements in internal control, accounting procedures, and other significant observations that are considered to be non-reportable conditions. Prior to issuance of the final management letter, the auditor shall deliver a draft copy to WCCTA for review and management's responses.

Auditing Standards

To meet the requirements of this request for proposals, the audits shall be performed using the most current version of each of the following:

- Generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants;
- The standards applicable to financial audits contained in the Government Auditing Standards issued by the Comptroller General of the United States;
- The provisions of the Single Audit Act as amended;
- The provisions of U. S. Office of Management and Budget (OMB) (2 CFR part 200, subpart F), Audits of State and Local Governments and Non-Profit Organizations;
- State of California Transportation Development Act (TDA) (if applicable);
- Special District and Transit District Reporting Requirements, as specified by the California State Controller.

Deliverables

The auditor shall prepare and submit four (4) copies of the preliminary draft of findings and recommendations, material weaknesses identified as a result of the evaluation in internal control systems, and a summary of all instances of noncompliance with federal and state compliance requirements, and identification of total amounts questioned. The preliminary draft should be submitted no later than September 15 of each year unless otherwise authorized by the General Manager.

Concurrent with the submittal of the preliminary draft the auditor shall conduct an exit conference with the General Manager, and other appropriate personnel to review the preliminary draft and discuss findings.

At the conclusion of the audit the auditor shall provide:

- One (1) unbound reproducible master of each auditor prepared report
- An electronic file of each auditor prepared report, preferably in Word format
- Five (5) bound copies of each final auditor-prepared report

The auditor may be required to attend a minimum of one Board of Directors meeting for the purpose of discussing the audit and its conclusions.

Working Papers

Must be retained, at the auditor's expense, for a minimum of seven (7) years after the last year of the contract, unless the auditor is notified in writing by the WCCTA of the need to extend the retention period. The audits are subject to review by the State Controller's Office, the Federal Transit Administration, and other individuals designated by WCCTA. Accordingly, the audit working papers shall be made available upon request.

In addition, the auditor shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

Irregularities and Illegal Acts

Auditors shall be required to make an immediate, written report of all irregularities and illegal acts or indications of illegal acts of which they become aware to the following parties: General Manager; Agency Attorney, and Chairperson of the Board of Directors.

10.0 Method of Evaluation and Criteria for Selection

WCCTA reserves the sole right to evaluate and select the successful proposer. An Evaluation Committee will evaluate all proposals in accordance with the criteria set below. Top-ranked proposer(s) may be invited for an oral interview. WCCTA may select a proposal for award without any oral interviews.

A contract will be negotiated with the proposer judged to most successfully meet the overall objectives of

the RFP while providing the best value to WCCTA.

The following criteria will be considered in the selection of the audit firm (relative weights as shown):

Auditor Firm's Qualifications and Experience		65
• Public transit experience of <u>staff</u> assigned to audit	15	
• Firm experience with public transit audits	20	
• Firm experience with federal Single Audits	20	
• Firm experience with other relevant funding sources	10	
Overall Cost & Fees for additional services		35
Total		100

11.0 Standard and Special Contract Terms

Contractor must conform to all special terms and conditions listed for Compliance with FTA Third Party Contract Requirements 4220.1F (and successor requirements) and other applicable State and Federal regulations.

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.

Clean Water

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

Clean Air

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

No Obligation by the Federal Government

The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the

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

Program Fraud and False or Fraudulent Statements or Related Acts

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

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Civil Rights

The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity,

Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to the employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

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 4220.1 F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests that would cause (name of grantee) to be in violation of the FTA terms and conditions.

Lobbying

Please submit 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING, signed by the Contractor's authorized official (Appendix B).

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.

Contracts Involving Federal Privacy Act Requirements

(1) The Contractor agrees to comply with and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties

for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

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

Access to Records

The following access to records requirements applies to this Contract:

(1) Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

(2) Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

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

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

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

Termination

(1) Termination for Convenience - WCCTA by 30-day written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, WCCTA shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

(2) Termination for Default – If the Contractor fails 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, WCCTA may terminate this contract for default. WCCTA shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

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

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

(2) Opportunity to Cure - WCCTA in its sole discretion may, in the case of a termination for breach or default, allow the Contractor 15 days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to WCCTA's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from WCCTA setting forth the nature of said breach or default, WCCTA shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude WCCTA from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Breaches and Dispute Resolution

(1) Disputes - Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of WCCTA's General Manager. This decision shall be final and conclusive unless, within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the General Manager. 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 General Manager shall be binding upon the Contractor and the Contractor shall abide by the decision.

(2) Performance During Dispute - Unless otherwise directed by WCCTA, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

(3) Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents, or others for whose acts he is legally liable, a claim for damages, therefore, shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

(4) Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes, and other matters in question between WCCTA and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of California.

(5) Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available hereunder 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 WCCTA 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.

Disadvantaged Business Enterprises

(1) 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. A separate contract goal has not been established for this RFP.

(2) 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 WCCTA deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

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

(4) The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the WCCTA. In addition, the contractor may not hold retainage from its subcontractors.

(5) The contractor must promptly notify WCCTA, 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 WCCTA.

Suspension and Debarment

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

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

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

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

APPENDIX A

WESTERN CONTRA COSTA TRANSIT AUTHORITY STANDARD SHORT FORM CONTRACT

THIS AGREEMENT is made and entered into this ____ day of _____ by and between the WESTERN CONTRA COSTA TRANSIT AUTHORITY hereinafter referred to as "WCCTA" and _____ hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, WCCTA desires to retain a person or firm to provide the following services: Completion of WCCTA's Independent Audit for fiscal years ending June 30 of 2022 and June 30 of 2023, with an option for three (3) one-year extensions covering the years ending on June 30 of 2024, 2025, and 2026, provided that changes in the terms and conditions of each one (1) year extension are mutually agreed upon by both parties. These audits are to be performed in accordance with U.S. generally accepted auditing standards and the U.S. Office of Management and Budget (OMB) Circular A-133 *Audits of State and Local Governments and Non-Profit Organizations.*; and

WHEREAS, Contractor warrants that it is qualified and competent to render the aforesaid services;

NOW, THEREFORE, for and in consideration of the agreement made, and the payments to be made by WCCTA, the parties agree to the following:

1. SCOPE OF SERVICES:

Contractor agrees to provide all of the services described in WCCTA's Request for Proposals for Independent Year End Audits, Dated _____, which is attached hereto (**Exhibit A**) and by this reference made a part hereof.

2. FURNISHED SERVICES:

WCCTA agrees to:

- A. Guarantee access to and make provisions for the Contractor to enter upon public and private lands as required to perform their work.
- B. Make available all pertinent data and records for review.
- C. Provide general bid and contract forms and special provisions format when needed.

3. FEES AND PAYMENT SCHEDULE:

The fees and payment schedule for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as **Exhibit "B"** and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Contract.

Contractor shall provide WCCTA with his/her/its Federal Tax I.D. number prior to submitting the first invoice.

4. MAXIMUM COST TO WCCTA:

In no event will the cost to WCCTA for the services to be provided herein exceed the maximum sum of _____ including direct non-salary expenses.

5. TIME OF AGREEMENT:

This Agreement shall commence on _____, and shall terminate on _____, unless it is terminated under the conditions outlined in Section 13 of this Agreement, or through WCCTA's decision not to exercise its options for extension beyond the initial two year term. Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. The final invoice must be submitted within 30 days of completion of the stated scope of services.

6. INSURANCE:

All required insurance coverages shall be substantiated with a certificate of insurance and must be signed by the insurer or its representative evidencing such insurance to WCCTA. The general liability policy shall be endorsed naming Western Contra Costa Transit Authority as an additional insured. The certificate(s) of insurance and required endorsement shall be furnished to the WCCTA prior to commencement of work. Each certificate shall provide for thirty (30) days advance notice to WCCTA of

any cancellation in coverage. Said policies shall remain in force through the life of this Contract and shall be payable on a per occurrence basis only, except those required by paragraph 6.4. a. which may be provided on a claims-made basis consistent with the criteria noted therein.

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify and hold the WCCTA, its employees, officers, and agents, harmless and defend the WCCTA against any and all claims, damages, losses, and expenses that may arise by reason of the Contractor's negligent actions or omissions. WCCTA agrees to timely notify Contractor of any negligence claim.

Failure to provide and maintain the insurance required by this Contract will constitute a material breach of the agreement. In addition to any other available remedies, WCCTA may suspend payment to the Contractor for any services provided during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required coverage.

A request for a waiver of any of the following insurance requirements must be set forth on **Exhibit "C"** attached hereto. A waiver must address reduced amounts of coverage or the type of coverage waived entirely.

6.1 GENERAL LIABILITY

The Contractor shall maintain a commercial general liability insurance policy in an amount of no less than one million dollars (\$1,000,000.00). The WCCTA shall be named as an additional insured on the commercial general liability policy and the Certificate of Insurance shall include an additional endorsement page. (see sample form: ISO - CG 20 10 11 85).

Insurance Reduction or Waiver of Coverage Requested (Exhibit "C")

6.2 AUTO LIABILITY

Where the services to be provided under this Contract involve or require the use of any type of vehicle by Contractor in order to perform said services, Contractor shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of one million dollars (\$1,000,000.00).

Insurance Reduction or Waiver of Coverage Requested (Exhibit "C")

6.3 WORKERS' COMPENSATION

The Contractor acknowledges that it is aware of the provisions of the Labor Code of the State of California which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and it certifies that it will comply with such provisions before commencing the performance of the work under this Contract. If Contractor has employees, a copy of the certificate evidencing such insurance or a copy of the Certificate of Consent to self-Insure shall be provided to WCCTA prior to commencement of work.

Insurance Reduction or Waiver of Coverage Requested (Exhibit "C")

6.4 OTHER INSURANCES

Contractor may be required to carry additional insurance based upon the nature of the work to be performed (scope of services). For each additional required insurance, a corresponding certificate of insurance must be provided. Claims-made policies must have a retroactive date either prior to the effective date of the Contract or the beginning of the Contract work. Claims-made coverage must extend a minimum of twelve (12) months beyond completion of Contract work or end of current Contract, whichever is later. If coverage is cancelled or non-renewed, and not replaced with another claims made policy with a retroactive date prior to the Contract effective date, the Contractor must purchase extended reporting coverage for a minimum of twelve (12) months beyond completion of Contract work. Contractor shall maintain a policy limit of not less than one million dollars (\$1,000,000) per incident, with a deductible or self-insured retention not to exceed *\$2,500 unless approved by the WCCTA.

6.4.a Professional Liability Insurance (check box if required)

*Deductibles greater than \$2,500 require Insurance Reduction/Waiver form (Exhibit "C") to be completed.

7. NONDISCRIMINATORY EMPLOYMENT:

Contractor and/or any permitted subcontractor, shall not unlawfully discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Contractor and/or any permitted subcontractor understands and agrees that Contractor and/or any permitted subcontractor is bound-by and will comply with the nondiscrimination mandates of all Federal, State and local statutes, regulations and ordinances.

8. SUBCONTRACTING:

The Contractor shall not subcontract nor assign any portion of the work required by this Contract without prior written approval of the WCCTA except for any subcontract work identified herein. If Contractor hires a subcontractor under this Agreement, Contractor shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Contractor under this Agreement and shall require subcontractor to name Contractor as additional insured under this Agreement. It shall be Contractor's responsibility to collect and maintain current evidence of insurance provided by its subcontractors and shall forward to the WCCTA evidence of same.

9. ASSIGNMENT:

The rights, responsibilities and duties under this Contract are personal to the Contractor and may not be transferred or assigned without the express prior written consent of WCCTA.

10. LICENSING AND PERMITS:

The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also obtain any and all permits which might be required by the work to be performed herein.

11. BOOKS OF RECORD AND AUDIT PROVISION:

Contractor shall maintain on a current basis complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids, all income and all expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this Contract. In addition, Contractor shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items. These documents and records shall be retained for at least five years from the completion of this Contract. Contractor will permit WCCTA to audit all books, accounts or records relating to this Contract or all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way; Any audit may be conducted on Contractor's premises or, at WCCTA's option, Contractor shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from WCCTA. Contractor shall refund any monies erroneously charged.

12. TITLE:

Any and all documents, information and reports concerning this project prepared by the Contractor, shall be the property of WCCTA. The Contractor may retain reproducible copies of drawings and copies of other documents. In the event of the termination of this Contract, for any reason whatsoever, Contractor shall promptly turn over all information, writing and documents to WCCTA without exception or reservation.

13. TERMINATION:

- A. If the Contractor fails to provide in any manner the services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law which applies to its performance herein, the WCCTA may terminate this Contract by giving five (5) calendar days written notice to the party involved.
- B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
- C. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other parties. Notice of termination shall be by written notice to the other parties and be sent by registered mail.
- D. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract so long as proof of required insurance is provided for the periods covered in the Contract or Amendment(s).

14. RELATIONSHIP BETWEEN THE PARTIES:

It is expressly understood that in the performances of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of WCCTA. Contractor shall be solely responsible to pay all required taxes, including but not limited to, all withholding social security, and worker's compensation.

15. AMENDMENT:

This Contract may be amended or modified only by written agreement of all parties.

16. ASSIGNMENT OF PERSONNEL:

The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to WCCTA, as is evidenced in writing.

17. JURISDICTION AND VENUE:

This Contract shall be construed in accordance with the Laws of the State of California and the parties hereto agree that venue shall be in Contra Costa County, California.

18. INDEMNIFICATION:

Contractor agrees to indemnify, defend, and hold WCCTA, its employees, officers, and agents, harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees arising from any and all claims and losses to anyone who may be injured or damaged by reason of Contractor's willful misconduct or negligent performance of this Contract. Nothing herein shall be construed as a limitation of Contractor's liabilities.

19. COMPLIANCE WITH APPLICABLE LAWS:

The Contractor shall comply with any and all Federal, State and local laws affecting services covered by this Contract. Copies of any applicable local laws and resolutions may be secured from the WCCTA's contact person referenced in paragraph 20, NOTICES, below.

20. NOTICES:

This Contract shall be managed and administered on WCCTA's behalf by the General Manager named below. All invoices shall be submitted and approved by this Department and all notices shall be given to WCCTA at the following location:

Contract Manager: _____
Dept./Location: Western Contra Cosat Transit Authority
601 Walter Avenue
Pinole, CA 94564
Telephone No.: (510) 724-3331

Notices shall be given to Contractor at the folling address:

Contractor: _____
Dept./Location: _____

Telephone No.: _____

21. ACKNOWLEDGEMENT OF EXHIBITS

CONTRACTOR'S INITIALS

- EXHIBIT A.** **Scope of Services (required)**

- EXHIBIT B.** **Fees and Payments Schedule**
(required)

- EXHIBIT C.** **Insurance Reductions/Waiver**

IN WITNESS WHEREOF, the parties have executed this Contract on the date first above written.

**APPROVED BY
WESTERN CONTRA COSTA TRANSIT AUTHORITY:**

General Manager

Date: _____

CONTRACTOR:

By: _____

Name: _____

Telephone No.: _____

Date: _____

APPENDIX B

Certification Regarding Lobbying Pursuant to 49 CFR Part 20 for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned Bidder certifies, to the best of his or her knowledge and belief that it complies with 31 USC §1352, as amended, 49 CFR Part 20, to the extent consistent with as necessary by 31 USC § 1352, as amended and all other applicable federal and state lobbying restrictions and specifically 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 state legislature, 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 state legislature, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all 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 Bidder certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Bidder understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Signature of Bidder's/Subcontractor's Authorized Official: _____

Printed Name of Bidder/Subcontractor: _____

Printed Name: _____ Title: _____

Date: _____

APPENDIX C

**Price Proposal Form
Request for Proposal: Independent Year End Audit**

The following lump sum proposal prices includes all costs for labor, materials, taxes, insurance, overhead, travel, profits, and all other costs necessary to perform the work in accordance with the contract documents. **The portion of each year's audit costs associated with performance of the Single Audit should be identified separately. These fees are additional charges to be added in years when WCCTA's federal expenditures exceed the single audit threshold (currently defined as \$750,000), and a single audit is required.*

Audit Pricing

	Annual Financial Audit	*Single Audit (if necessary)
Year 1	\$	\$
Year 2	\$	\$

Option Year Pricing

	Annual Financial Audit	*Single Audit (if necessary)
Option Year 1	\$	\$
Option Year 2	\$	\$
Option Year 3	\$	\$

Standard Hourly Rate for Additional Services

HOURLY RATE	\$
Please include an hourly rate(s) for performance of the services referred to in Section 9.0 of the RFP.	

SIGNED:

The undersigned certifies that this Price Proposal Form is signed with full and proper authorization to do so.

Company Name _____

Signature, Printed Name, Title, Date _____