

Central Midlands Regional Transit Authority



Central Midlands Regional Transit Authority  
Financial Audit  
Request For Proposals

Columbia, South Carolina

Date: June 18, 2018

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Due Date: July 24, 2018

Time: 2:00 P.M.

Receipt Location:

The COMET Administrative Offices

ATTN: Virginia Goodson

3613 Lucius Rd. Columbia, SC 29201

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## PUBLIC NOTICE

### REQUEST FOR PROPOSALS (RFP)

The RFP seeks a prime contractor to provide the scope of services requested herein. The prime contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements.

The Central Midlands Regional Transit Authority d/b/a The COMET (referred to as either The COMET or the Authority) will accept proposals from qualified Certified Public Accounting firms to perform its general purpose financial statement audit for the fiscal year ending June 30, 2018. The contract to resulting from this RFP shall be known as the "Financial Audit" contract.

All proposals must be submitted by July 24, 2018. Please reference the RFP document(s) for submission requirements. The COMET encourages the use of recycled paper, and where practicable, printed on both sides, for all submittals.

All proposal responses should be mailed or delivered to:

The COMET Administrative Offices  
ATTN: Virginia Goodson—Procurement Officer  
Virginia Goodson <[virginia.goodson@catchthecomet.org](mailto:virginia.goodson@catchthecomet.org)>  
3613 Lucius Rd.  
Columbia, SC 29201

For a copy of the RFP, please contact Ms. Virginia Goodson, Procurement Officer, at [virginia.goodson@catchTheCOMET.org](mailto:virginia.goodson@catchTheCOMET.org). A copy of the RFP is also posted on The COMET website. Please include your name, contact information (e-mail and mailing addresses, telephone number), including how you want to receive a copy of the RFP, and the name of the organization you are representing.

## TIMETABLE

| <u>Date and Time</u>     | <u>Action</u>                          |
|--------------------------|--|
| June 18, 2018            | Publish/Release RFP                    |
| July 2, 2018             | Questions Due from offerors            |
| July 10, 2018            | Answers to Questions Due to offerors   |
| July 12, 2018            | Follow Up Questions if necessary       |
| July 16, 2018            | Follow Up Answers if necessary         |
| July 24, 2018            | Proposals Due                          |
| August 6, 2018 (week of) | Interviews/Presentations, if necessary |
| To Be Determined         | Board Meeting; award of Contract       |
| To Be Determined         | Financial Audit Contract Implemented   |

## **PART 1: GENERAL INFORMATION, TERMS AND CONDITIONS AND PROCUREMENT PROCESS**

### **A. GENERAL INFORMATION**

**1. Ethics and No Contact Policy.** After issuance of this RFP, Offerors, or anyone acting directly or indirectly on behalf of an Offeror or potential Offeror (Offeror) or a subcontractor (Subcontractor) shall not discuss or submit inquiries about this RFP in any way with any of The COMET's employees, agents, or elected or non-elected officials, or a member of the Board of Directors (the Board), other than the Procurement Officer, **Virginia Goodson, virginia.goodson@catchthecomet.org**. Any communication with the Procurement Officer must be in writing, and submitted as required in this RFP. The foregoing restriction expires once the Financial Audit Contract has been executed. Violation of this restriction may result in disqualification of the Offeror for the award of the Financial Audit Contract, suspension or debarment, and may constitute a violation of the South Carolina Ethics Act. The prohibition contained herein does not apply to interviews with the Evaluation Committee, where such interviews are initiated by the Procurement Officer with an Offeror as provided in this RFP.

**2. No Liability for Costs.** The COMET shall not be liable for any costs incurred by the Offeror or any other person in connection with the preparation or submission of the proposal or any other materials required pursuant to this RFP.

**3. Accuracy and Completeness.** By submitting a proposal pursuant to this RFP, the Offeror represents that the information contained in such proposal is true, accurate and complete at the time of submission and warrants that such information will remain true, accurate and complete throughout the life of the procurement process and any contract awarded to the Offeror pursuant to this RFP.

**4. Misrepresentation.** If The COMET finds the Offeror has either knowingly misrepresented any information or failed to provide requested information in a timely manner, this may constitute sufficient grounds for The COMET to deem the Offeror non-responsible or non-responsive.

**5. Cancellation of RFP.** The COMET reserves the right to accept or reject any and all proposals received as a result of this RFP, to negotiate with all or selected Offerors, or to cancel, in part or in whole, this RFP if it is in the best interest of The COMET to do so.

### **B. TERMS AND CONDITIONS**

#### **1. Non-Discrimination.**

a. Non-discrimination Requirement. The Offeror shall not discriminate on the basis of race, color, religion, national origin, age, gender, sexual orientation, veteran status, disability and/or any other protected class under the law in the performance of this RFP.

b. Title VI of the Civil Rights Act of 1964. The Offeror agrees to comply with all requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, USDOT regulations, "Nondiscrimination in Federally-Assisted Programs of the USDOT, 49 CFR Part 21.

c. Equal Employment Opportunity. The Offeror may not discriminate against any employee or prospective for employment because of race, color, religion, national origin, age, gender, sexual orientation, veteran status, disability and/or any other protected classes under the law. 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 Offeror shall insert the foregoing provision (modified only to show the particular contractual relationship) in all of its third party contracts associated with the Bus Shelter Contract resulting from this RFP, except contracts for standard commercial supplies or raw materials and construction contracts. Further, the Offeror shall require all such subcontractors to insert a similar provision in all subcontracts, except contracts for standard commercial supplies or raw materials, except contracts for standard commercial supplies or raw materials and construction contracts.

d. Access Requirements for Individuals with Disabilities. Offeror must comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §§ 12101 et seq. and 49 U.S.C. § 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; Section 16 of the Federal Transit Act, as amended, 49 U.S.C. app. § 1612; and other applicable federal and state statutes, rules and regulations.

**2. Term.** The initial term of the Financial Audit Contract resulting from this RFP shall be for three (3) years with two (2) one year options. The COMET, at its sole discretion, has the option to renew the Financial Audit Contract for one year increments. Such notification will be provided by March 31 of the prior fiscal year.

**3. Termination.** Should the contractor be found to have failed to perform its services in a manner satisfactory to The COMET, The COMET will provide written notice of such deficiency to the Contractor. The Contractor shall have, from the receipt of the written notice, thirty (30) business days to cure the deficiency. If the contractor fails to cure the deficiency, The COMET may terminate the contract immediately for cause. The COMET shall be sole judge of non-performance. In the event that The COMET determines to terminate the contract, contractor agrees that it will continue to provide services, if requested to do so by The COMET, pursuant to the contract until the effective date of the new contract.

**4. Termination for Convenience or Mutual Agreement.** The COMET may terminate this Contract for convenience with a written notice of not less than thirty (30) days. The parties have the right to termination upon mutual written agreement. There will be no additional costs to The COMET upon termination for convenience or mutual termination other than for work already performed satisfactorily and accepted by The COMET.

**5. Availability of Funds.** This procurement is subject to the availability of funding. The COMET will rely on funds approved by the Board on an annual basis. If sufficient funds are not approved by the Board to fund the contract, The COMET can terminate the contract upon written notice to the contractor.

**6. Financial Transparency.** Upon written request from The COMET, the contractor shall provide The COMET any and all documents, data, and financial records, in written or electronic form, relating to the expenditure of all funds, regardless of the source of funding, paid to the contractor under this contract. Such information shall be provided within five days, unless

otherwise agreed upon in writing by The COMET or his designee, of its request at no cost to The COMET. Such information shall be available for public disclosure by The COMET as provided for in the South Carolina Freedom of Information Act, S.C. Code Ann. § 30-4-10, et seq. (2014) (SCFOIA) and S.C. Code Ann. § 11-35-410 (2011). Contractor agrees to and shall insure that this financial transparency provision is included in each contract that it has with a subcontractor to perform work under this contract.

**7. Freedom of Information Act.** To the extent that the SCFOIA and S.C. Code Ann. § 11-35-410 require the production and release of public records, The COMET has a statutory duty to comply with SCFOIA and is subject to civil suit, including the award of costs and attorney's fees for failure to comply therewith. Contractor acknowledges that The COMET, in its sole discretion, must determine what a public record is and what The COMET is required to release. In the event there is a dispute regarding what constitutes a public record and whether it is exempt from disclosure pursuant to S.C. Code Ann. § 30-4-40 or § 11-35-410, The COMET will give contractor five (5) days' notice prior to releasing such information, during which time contractor shall take whatever action it deems necessary to challenge the release. Further, if any legal actions are brought against The COMET as a result of contractor's refusal to provide or failure to cooperate with a The COMET request for information, contractor shall reimburse to The COMET all costs and attorneys' fees incurred by The COMET in connection with such an action and shall in all respects indemnify and hold The COMET harmless against any losses or financial penalties in connection with such action.

**8. Insurance.** The contractor shall provide insurance as follows:

- a. The contractor shall procure public liability and property damage liability insurance from a company that is authorized to write insurance in the state of South Carolina and is in good standing with the South Carolina Insurance Commissioner to protect The COMET, it's Board, officials, employees, agents and volunteers, as well as the contractor and its employees.
- b. The contractor shall provide The COMET with evidence of such insurance; together with an appropriate endorsement that such insurance will not be cancelled without thirty (30) days prior written notice to The COMET (cancellation of insurance shall constitute an event enabling The COMET to immediately terminate this contract).

**9. Laws and Regulations.** Contractor will comply with all applicable State, Federal and Local Laws and regulations.

**10. Immigration Law Compliance.** By executing and entering into this contract, the contractor is formally acknowledging without exception or stipulation that it is fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et. seq., and regulations relating thereto, as either may be amended. Failure by the contractor to comply with the laws referenced herein shall constitute a breach of this contract and The COMET shall have the discretion unilaterally to terminate this contract immediately.

**11. Contractor Solely Responsible for Performance/Subcontractors.** The contractor will be solely responsible for performance under this contract. The COMET will rely upon the contractor for full, complete, and satisfactory performance under the terms and conditions of this contract and for any relief, or judgment which may be requested by The COMET against the contractor or which may be entered against the contractor in any litigation which may arise under this contract or the relationship between the parties. If the contractor's services provided for hereunder include services, equipment or materials supplied by a subcontractor, the contractor must act as the contractor and assume full responsibility for any subcontractor's performance. The contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements

**12. Legal Relationship.** The contractor is an independent contractor and is not the legal representative or agent of The COMET. The contractor and The COMET have a business relationship based entirely on and circumscribed by this contract. No partnership, joint venture, agency, fiduciary, or employment relationship is intended or created by reason of this Contract.

**13. Prompt Payment.** The contractor must comply with all of The COMET's policies and procedures, specifically including its prompt payment policy.

**14. Disputes.** (1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the Ad Hoc Procurement Review Panel in accordance with the Authority's Procurement and Contract Administration Policy, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the RFP. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail.

**15. Indemnification.** Notwithstanding any limitation in this RFP, and to the fullest extent permitted by law, Contractor shall defend and hold harmless Indemnitees for and against any and all suits or claims of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property arising out of or in connection with the goods or services acquired hereunder or caused in whole or in part by any act or omission of contractor, its subcontractors, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such claims are made by a third party or an Indemnitee; however, if an Indemnitee's negligent act or omission is subsequently determined to be the sole proximate cause of a suit or claim, the Indemnitee shall not be entitled to indemnification hereunder. Contractor shall be given timely written notice of any suit or claim. Contractor obligations hereunder are in no way limited by any protection afforded under workers' compensation acts, disability benefits acts, or other



employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancelation, or expiration of the parties' agreement. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance. As used in this clause, "Indemnitees" means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees. Any term or condition is void to the extent it requires the Authority to indemnify, defend, or pay attorney's fees to anyone for any reason

### **C. PROCUREMENT PROCESS**

**1. Procurement Officer.** Ms. Virginia Goodson is the Procurement Officer for this RFP and all contact regarding any aspect of this RFP shall be made to Ms. Virginia Goodson. All contact shall occur by e-mail to [virginia.goodson@catchthecomet.org](mailto:virginia.goodson@catchthecomet.org), except as otherwise authorized herein.

**2. Submission of Questions.** All questions, comments, requests for information or clarifications regarding this RFP must be submitted as indicated below no later than 2:00 pm, July 2, 2018. All questions, comments, requests for information or clarifications should, to the highest degree possible, cite the specific RFP section and paragraph number(s) to which the question refers. All questions, comments, requests for information or clarifications regarding this RFP should include the identity of the sender, firm name, mailing address, telephone number, and e-mail address. Email is the required method for submitting questions to [virginia.goodson@catchthecomet.org](mailto:virginia.goodson@catchthecomet.org) with the subject line: "Questions: The COMET Financial Audit RFP". Submit questions in MS Word format.

**3. Response to Questions.** The COMET's Response to Questions, Clarification and Subsequent Amendment: All responses to questions submitted to The COMET shall be answered July 10, 2018 by 4:00 pm EST by written amendment issued by the Procurement Officer to all persons that requested the RFP from the Procurement Officer. No oral responses provided during the site visit or at the pre-proposal conference are binding on The COMET.

If clarification of any answer provided by The COMET is requested, the inquiry must be made no later than by July 12, 2018, 4:00 pm EST and only one round (if needed) of clarification is permitted. The COMET shall be the sole judge of whether an answer is sufficiently clear.

The COMET reserves the right to make modifications or amendments to this RFP, either at the request of an Offeror or upon The COMET's own initiative. If The COMET determines it is appropriate to revise any portion of this RFP, it will issue a written amendment to the RFP. Offerors shall submit a signed copy of the "Receipt of Amendments" for each amendment issued with their proposals.

If an amendment requires significant changes in the Scope of Work to be performed under the contract, the date for receipt of proposals may be postponed at The COMET's discretion.

**4. Submission of Proposals.**

A. FOIA. All proposals received become the exclusive property of The COMET. At such time as the Vehicle Security Camera Contract is agreed to by the contractor and the Board, all proposals submitted will become a matter of public record and shall be regarded as public records, with the exception of those elements in each proposal that constitute confidential and proprietary information or trade secrets as those terms are used in the South Carolina Consolidated Procurement Code (S.C. Code Ann. § 11-35-410) and the Freedom of Information Act (S.C. Code Ann. § 30-4-40(a)(1)) and that are so marked in the RFP as “TRADE SECRET,” “CONFIDENTIAL” or “PROPRIETARY.” However, proposals which indiscriminately identify all or most of the proposal as exempt from disclosure without justification may be released pursuant to a freedom of information request. The COMET shall not in any way be liable or responsible to any Offeror or other person for any disclosure of any such records or portions thereof, whether the disclosure is deemed to be required by law, by a court order, and/or occurs through inadvertence, mistake, or negligence on the part of The COMET, its officers, agents, or employees. Any legal costs associated with determining confidential information is excluded or included in a public records request is at the expense of the Offeror.

B. Proposal Format. Proposals must be received at the O&M Facility by 2:00 pm EDT on July 24, 2018. Proposals in response to this RFP shall be considered received at the time actually received by The COMET. The COMET will not accept late proposals. Proposals received after the time and date will be returned unopened at the Offeror’s expense and the Offeror will be disqualified. Offerors shall submit the Proposals in two parts, the technical proposal and the pricing proposal. The Proposals shall consist of:

- a. One (1) original signed unbound hard copy of the technical proposal and one (1) original signed hard copy of the pricing proposal in a sealed envelope marked “Price Proposal.”
- b. One (1) pdf copy of the Offeror’s technical proposal on a CD or USB Drive.
- c. Six (6) bound hard copies of the Offeror’s technical proposal.
- d. Three (3) copies of the Price Proposals in a separate envelope clearly marked as “Price Proposal Forms”. Pricing SHALL NOT be included in the technical proposal, on either the CD or USB drive containing the technical proposal. Failure to submit separate technical and pricing proposals may result in rejection of the entire proposal. Mark parcel as “Financial Audit Proposal” AND “Do Not Open With Regular Mail.”

Proposals shall be delivered to: **Virginia Goodson, Procurement Officer**  
**The COMET**  
**3613 Lucius Rd.**  
**Columbia, SC 29201**  
**Email: [virginia.goodson@catchthecomet.org](mailto:virginia.goodson@catchthecomet.org)**  
**Telephone: 803.255.7137**

5. Opening of Proposals. At the designated time for receipt of the proposals, the proposal packages will be opened and listed for the record of receipt. The packages will be secured and made available exclusively to the Evaluation Committee, select support staff, and legal counsel.

6. **Start-up.** Unless otherwise agreed up during contract negotiations, the contractor is expected to start providing services under the contract beginning the first day of the month after the contract is executed or at such other time as the start date is set by The COMET.
7. **Reservation of Rights.** The COMET reserves the right to seek clarification and to request supporting documentation and contractors shall comply with these requests.
8. **Award Notification.** Notice of “intent to award” a contract will be sent via email to all contractors that submitted a proposal. Any amendments to this solicitation will also be provided to all known interested contractors. Award will be made to the most responsive and responsible offeror whose proposal provides the best value and is determined to be most advantageous to the COMET. Offerors agree to adhere to all applicable State, Federal and Local laws and regulations. Applicable Laws and regulations will be attached to the purchase agreement. The successful offeror will be required to sign a standard “Offeror Certification- Non Collusion” and “Offeror Certifications-Debarment” form. (Appendix A).
9. **Protests.** Protests to this solicitation or contract award must be in accordance with The COMET protest procedures contained in The COMET’s “Procurement and Contract Administration Policy” (Procurement Policy). A copy of the Procurement Policy is posted on The COMET’s website.

## **PART 2: SCOPE OF SERVICES.**

1. The selected proposer (the audit firm) will be expected to audit all revenues and expenditures of The COMET 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 implementation of Governmental Accounting Standards Board statements as applicable. The audit firm will render their auditors’ report on the basic financial statements. The auditor will also prepare: Management’s Discussion and Analysis and a supplemental schedule fully identifying all of The COMET revenues by source including the original source on pass through funds. **The COMET will be responsible for preparing financial statements.**
2. The audit firm will perform a Single Audit (if required) on the expenditures of federal grants in accordance with OMB Circular A-133 and render the appropriate audit reports on Internal Control over Financial Reporting based upon the audit of The COMET’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 Circular A-133. The single audit report will include 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.

3. 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 The COMET for review and management’s responses.
4. The audit firm shall prepare annual fiscal and compliance audit for fiscal year ending June 30 of the previous fiscal year, within six (6) months of the close of the fiscal year. To meet the requirements of this Request for Proposals, the audit shall be performed in accordance with generally accepted auditing standards (GAAS) and Government Auditing Standards (GAGAS), the provisions of the Single Audit Act Amendments of 1996 and Subpart F of the uniform guidance. The audit completed would be a comprehensive financial annual report (CAFR).
5. Following the completion of the audit of the fiscal year’s financial statements, the auditor shall issue:
  - a. Express an opinion on the financial statements as to whether they present fairly, in material respects, the financial position of The COMET and the changes in financial position in conformity with generally accepted accounting principles (GAAP), and issue an independent auditor’s report stating this opinion.
  - b. Test internal controls over financial reporting and compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters, in accordance with Government Auditing Standards.
  - c. Apply limited procedures related to the Required Supplementary Information (RSI), Management’s Discussion and Analysis (MD&A), budgetary comparison information, and the Supplementary Information.
  - d. Prepare Report to Board of Directors and Management that identifies control deficiencies, significant deficiencies and material weaknesses, if any, and your recommendations for improvements in accounting and administrative controls.
  - e. Prepare single audit in compliance with OMB A-133 and Subpart F of the uniform guidance.
  - f. Communicate immediately and in writing all irregularities and illegal acts, or indications of illegal acts, of which they become aware, to The COMET Executive Director/CEO.
  - g. Retain at auditor’s expense audit working papers for three (3) years, unless the firm is notified in writing by The COMET of the need to extend the retention period.
  - h. In addition, the firm shall respond to reasonable inquires of The COMET and successor auditors and allow The COMET and successor auditors to review working papers relating to matters of continuing accounting significance.
  - i. Provide general financial consultation and training as required, during the year, on financial reporting matters.
6. Dates listed below will be adjusted based on the actual issuance of the contract.

- a. The audit firm shall provide the Director of Finance/CFO with an audit plan, including a list of schedules and other work requested by August 15 of each year.
- b. Depending on the type and extent of interim audit procedures, The COMET expects to have all records, prepared by The COMET and schedules ready for audit field work by August 31 of each year.
- c. The auditor shall complete field work in time to allow preparation of the draft financial statements and discussion of the draft statements by October 15 of each year.
- d. A draft of the management letter, if any, shall also be provided by October 15 of each year. Staff shall have the opportunity to discuss and comment upon any findings and recommendations prior to issuance.
- e. Final Draft Financial Statements shall be submitted by the Director of Finance/CFO and Executive Director/CEO no later than October 31 of each year.
- f. Final copies of the financial statements shall be issued no later than November 13 of each year.
- g. The final version of the management letter, if any, shall be issued by November 13 of each year. Twenty-Five (25) comb-bound copies and one loose page copy will be provided by the auditor along with a copy of the final format in PDF format emailed.
- h. All work files shall also be provided in either a Microsoft Word or Microsoft Excel format.

### **PART 3: PROPOSAL CONTENT REQUIREMENTS**

Anything that any Offeror would like to modify, seek clarifications on, or otherwise deviate from, however modest, MUST be presented during the question and answer phase so it can be considered and determined by The COMET before the submission date for all proposals, so that all prospective Offerors will have a common and uniform basis upon which to submit their proposals.

**A. GENERAL PROPOSAL REQUIREMENTS:** Proposals should be prepared simply and economically, providing a straightforward, concise description of the Offeror's capabilities to complete the contract.

1. The proposals must address all requirements of this RFP. Information must be current, up-to-date and completely address the RFP requirements.
2. Emphasis is on CLARITY OF CONTENT—AVOID JARGON AND RHETORIC.
3. The proposals must be typed using a 12-point font size and employ margins of one inch or more.
4. Typed, bound, and presented in sections separated by tabs. The tabs will not count towards the page limit. Tab sections are specified below in Part 3, Section B.
5. Proposal copies and all supporting documentation must be exact replicas of the original proposal document. Each copy of the proposal must be bound in a single volume.

6. The Proposal must contain no more than twenty-five (25) pages with the option to include appendices as needed to support the requirements of the RFP. Pages in the Proposal must be consecutively numbered. The numbering should not include the cover letter, table of contents, tabs, and blank pages, as they do not count toward the page limit requirement. Please mark blank pages as "This Page Intentionally Left Blank." The COMET prefers Proposals with double-sided pages.

## **B. REQUIREMENTS FOR EACH TECHNICAL PROPOSAL:**

Each proposal shall include a Submission Letter. The submission letter will serve as a cover letter signed by an official authorized to bind the Offeror, which must contain the address, phone number, e-mail, contract person and federal ID number. The letter should be untabbed and unnumbered. As part of its proposal, the Offeror shall provide, at a minimum, the following material and essential requirements in Tabs 1 through 5. Each technical proposal shall provide the following information, separated by corresponding numbered tabs:

### **Tab 1: Qualifications:**

- 1) To qualify, the firm must have extensive experience in audits of local governments as well as experience with the preparation of basic financial statements in compliance with generally accepted auditing standards and Governmental Accounting Standards Board (GASB) requirements.
- 2) The proposal should briefly introduce your firm, indicating whether your firm is local, regional, national, or international. State the size of the firm, the size of the firm's governmental audit staff, the location of the office from which the work on this engagement is to be performed, and the number and nature of the professional staff to be employed in this engagement on a full-time basis and the number and nature of the staff to be employed on a part-time basis. Indicate the name of the person who will be authorized to answer questions and to bind the firm, the person's title, address, email, and telephone number.
- 3) If the proposer is a joint venture or consortium, the qualifications of each firm comprising the joint venture or consortium should be separately identified and the firm that is to serve as the principal auditor should be noted, if applicable.
- 4) If your firm participates in a peer review or quality review program provide the year, month and result of the most recent review and submit a copy of the report on the firm's most recent external quality control (peer) review, with a statement whether that quality control review included a review of specific government engagements (required by Government Audit Standards).
- 5) Provide information on the results of any federal or state desk reviews or field reviews of its audits during the past three (3) years. In addition, provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with state regulatory bodies or professional organizations.

**Tab 2: Audit Approach:**

The proposal should set forth a work plan, including an explanation of the audit methodology to be followed to perform the services required in this RFP.

- a) proposed segmentation of the audit work;
- b) expectations of The COMET staff;
- c) proposed time frame for each segment of audit work;
- d) planned number of hours on the engagement for each level of auditing staff;
- e) sample size and the extent to which statistical sampling is to be used in the engagement;
- f) type and extent of use of software in the engagement;
- g) type and extent of analytical procedures to be used in the engagement;
- h) approach to be taken to gain and document an understanding of The COMET's internal control structure;
- i) approach to be taken in determining laws and regulations that will be subject to audit test work and
- j) approach to be taken in drawing audit samples for purposes of tests of compliance

**Tab 3: References**

Please provide the name of all cities, counties, and special audits for which the firm has audited basic financial statements during the past five (5) years. Indicate the scope of work, date, engagement partner, and total hours.

Please include reference contact information for at least three of the agencies, including the name, telephone number, and email address of the principal client contact. The COMET reserves the right to contact any or all of the listed references.

List separately all engagements within the last five (5) years for The COMET. Indicate the scope of work, date, engagement partners, total hours, the location of the firm's office from which the engagement was performed, and the name and telephone number of the principal contact.

**Tab 4: DBE Goal.** The Financial Audit Contract may or may not be funded using federal grant funds. However, The COMET is committed to spending its local tax funds in a fair manner consistent with encouraging utilization of small, local, women, minority and disadvantaged business enterprise (DBE) (as the same is defined in Procurement Policy) owned businesses as part of the Financial Audit Contract. To that extent, The COMET has established a DBE goal of 2 percent (2%) for this contract. For any company identified in Offeror's proposal as a DBE vendor, the Offeror must include company's name, location, and type of work to be performed and the vendor's NAICS certifications the vendor has with the South Carolina Department of Transportation (SCDOT) and the percentage of the work to be performed under the contract.

**Tab 5: Required Forms:** Each Proposal must include the following required forms that will not counted towards the page limit:

1. Signed and dated “Non-Collusion Certification” and “Government-Wide Debarment and Suspension” – Appendix A.
2. Signed and dated “Ethics and No Contact Form”—Appendix B.
3. Signed and dated copy of “DBE Disclosure Form”—Appendix C.
4. Documentation that the firm is a properly licensed CPA in South Carolina.

**C. PRICE PROPOSAL:** The Price Proposal must include all costs associated with the Financial Audit Contract identified in this RFP. If there are additional costs associated with the provision of Audit Contract not identified in the Scope of Work, Offeror shall identify the same as part of its Price Proposal. The form attached hereto at Appendix E, shall be completed and signed by the Offeror. **The Offeror must submit the Price Proposal in a separate sealed envelope marked “Price Proposal.”** Failure to submit separate technical and pricing proposals will result in rejection of the entire proposal. Prices shall remain firm for the initial three (3) year term of the Contract.

#### **PART 4: EVALUATION AND AWARD**

**A. Evaluation of Proposals.** A pre-evaluation review of each proposal will determine if the Proposal is responsive to the essential requirements of this RFP. Non-responsive Offers will be notified of disqualification and the reason therefor. The Evaluation Committee will evaluate all responsive proposals.

Each responsive Offeror may be invited make an oral presentation to the Evaluation Committee. If the Evaluation Committee choses to conduct interviews, the Procurement Officer will promptly notify all Offerors and will provide guidance for oral interviews in the formal notice for the interviews. The Evaluation Committee will take into consideration oral presentations, if any, and written proposals in each of the evaluation criterion listed below.

The Evaluation Committee will evaluate and score the proposals based on the technical proposal and appendices provided by the Offeror. Proposals shall be evaluated using only the evaluation criteria stated in this RFP and there must be adherence to the assigned weighting. The Procurement Officer will score the Price Proposals and add to the Evaluation Committee’s scoring for each Offeror to determine the ranking of the Offerors from most advantageous to least advantageous to The COMET. The Evaluation Committee’s decision will be presented to the Board.

**B. Evaluation Criteria.** The evaluation criteria are listed in order of importance.

Proposals will be evaluated according to the most qualified in the opinion of the review committee. The Evaluation Committee reserves the right to contact and evaluate the proposer’s references; contact any proposer to clarify any response; contact any current clients of a



proposer; solicit information from any available source deemed pertinent to the evaluation process. The review committee shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interests of The COMET.

All proposals will be rated by a panel of evaluators. The total points given to a proposal by the individual evaluators will be averaged to determine the proposals overall score. All proposals will be evaluated on the following basis:

|   |            |
|---|------------|
| Qualifications                                      | 15         |
| Audit Approach                                      | 20         |
| Firm experience with federal Single Audits          | 15         |
| Firm experience with transit Agencies               | 15         |
| Firm experience with other relevant funding sources | 10         |
| DBE participation                                   | 5          |
| Price   | 20         |
| <b>Total</b>  | <b>100</b> |

The COMET also reserves the right to select an audit firm directly after review of the proposals, or it may determine it advisable to conduct interviews prior to the awarding of the Agreement.

The COMET also reserves the right to accept the audit firm’s fees or to enter into competitive negotiations with two or more qualified audit firms. If negotiations are conducted, all affected firms or individuals will be notified in writing when to submit their best and final offer.

**C. AWARD.** The Evaluation Committee will present award decision to the Board at the next available Board meeting for approval, if required. When the Board votes to award a contract, and negotiations, if any, have been completed, the notice of “Intent to Award” will be issued to all Offerors along with a notice to the unsuccessful Offerors’ of their right to protest the award under The COMET’s Procurement and Contract Administration Policy.

**D. NEGOTIATIONS.** If necessary, as provided for in The COMET Procurement and Contract Administration Policy, negotiations will begin promptly following notification to the highest ranked Offeror. The COMET reserves the right to negotiate with the next ranked Offeror, as provided for in the Procurement and Contract Administration Policy.

**E. BEST VALUE:** Proposals will be evaluated as “Best Value” per the FTA Best Practices Procurement Manual, defined as follows: "Best Value" is a selection process in which proposals contain both price and qualitative components, and award is based upon a combination of price and qualitative considerations. Qualitative considerations may include technical design, technical approach, quality of proposed personnel, and/or management plan. The award selection is based

upon consideration of a combination of technical and price factors to determine (or derive) the offer deemed most advantageous and of the greatest value to the procuring agency.”

## APPENDIX A

### **NON-COLLUSION CERTIFICATION**

By submission of this proposal, each respondent and each person signing on behalf of any respondent certifies, and in the case of a joint proposal, each party certifies as to its own organization, under the penalty of perjury, that to the best of its knowledge and behalf:

1. The prices in this Proposal have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such prices with any other Respondent or with any other competitor:
2. Unless otherwise required by law, the prices quoted in this Proposal have not been knowingly disclosed by the Respondent, directly or indirectly, to any other Respondent or to any other competitor prior to opening; and
3. No attempt has been made or v.111 be made by the respondent to induce any other person, partnership, or corporation to submit or not submit a Proposal for the purpose of restricting competition.

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Respondent

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Date

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 the The COMET. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the The COMET, 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.

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Contractor Signature

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Date

## APPENDIX B

### Ethics and No Contact Policy Acknowledgement

After issuance of this RFP, Offerors, or anyone acting directly or indirectly on behalf of an Offeror or potential Offeror (Offeror) or a subcontractor (Subcontractor) shall not discuss or submit inquiries about this RFP in any way with any of The COMET's employees, agents, or elected or non-elected officials, or a member of the Board of Directors (the Board), other than the Procurement Officer, **Virginia Goodson**, [virginia.goodson@catchthecomet.org](mailto:virginia.goodson@catchthecomet.org). Any communication with the Procurement Officer must be in writing, and submitted as required in this RFP. The foregoing restriction expires once the Financial Audit Contract has been executed. Violation of this restriction may result in disqualification of the Offeror for the award of the Financial Audit Contract, suspension or debarment, and may constitute a violation of the South Carolina Ethics Act. The prohibition contained herein does not apply to interviews with the Evaluation Committee, where such interviews are initiated by the Procurement Officer with an Offeror as provided in this RFP.

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Respondent

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Date

**APPENDIX C**

**THIS FORM IS TO BE COMPLETED BY ANY PROPOSER WISHING TO BE IDENTIFIED AS A DBE OR BY ANY PROPOSER WISHING TO IDENTIFY DBE PARTICIPATION IN ITS PROPOSAL.**

**SCHEDULE OF DBE PARTICIPATION**

If a proposer is a Disadvantaged Enterprise (DBE) or if a proposer intends to utilize DBE firms in the development, manufacture, or delivery of goods or services or as a joint venture under this proposal, the following schedule must be completed:

The \_\_\_\_\_ will utilize the following:  
(name of firm)

DBE/WBE firm(s) in the development, manufacture, or delivery of goods or services or as a joint venture under this proposal:

| Item # and<br>Description | Name of DBE<br>Firm | Type of Work<br>or Parts to be<br>Used/Performed | % of Proposal<br>Attributable<br>to DBE |
|---------------------------|---------------------|--|---|
|---------------------------|---------------------|--|---|

- 1.
- 2.
- 3.
- 4.
- 5.

Total % of Proposal Price Attributable to DBE \_\_\_\_\_

Signature of Proponent \_\_\_\_\_

Date \_\_\_\_\_

**APPENDIX D**

**No Federal Government Obligation to Third Parties**

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

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Signature

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Date

**Program Fraud and False or Fraudulent Statements or Related Acts**

**31 U.S.C. 3801 et seq.  
49 CFR Part 31 18 U.S.C. 1001  
49 U.S.C. 5307**

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 A-55 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. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate. 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.

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Signature

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Date

**Access to Records and Reports**

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

**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) A-4 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.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Federal Changes**

**49 CFR Part 18**

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.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## **Termination**

**49 U.S.C. Part 18**

**FTA Circular 4220.1E**

### Termination for Convenience (General Provision)

The AGENCY may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the AGENCY'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 AGENCY to be paid the Contractor. If the Contractor has any property in its possession belonging to AGENCY, the Contractor will account for the same, and dispose of it in the manner AGENCY directs.

### Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the AGENCY may terminate A-70 this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the AGENCY that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the AGENCY, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

### Opportunity to Cure (General Provision)

The AGENCY, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to AGENCY's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from AGENCY setting forth the nature of said breach or default, AGENCY 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 AGENCY from also pursuing all available remedies against Contractor and its sureties for said breach or default. Waiver of Remedies for any Breach In the event that AGENCY elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by AGENCY shall not limit AGENCY's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

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Signature

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Date

## **CIVIL RIGHTS REQUIREMENTS**

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

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:

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.

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.

Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment

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

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.

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Signature

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Date

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

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 5%. A separate contract goal of 2% has 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 The COMET deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)).

**Since DBE participation is encouraged, if you submit DBE participants, bidders 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 an initial bid**:**

The names and addresses of DBE firms that will participate in this contract;  
A description of the work each DBE will perform;  
The dollar amount of the participation of each DBE firm participating;  
Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;  
Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and  
If the contract goal is not met, evidence of good faith efforts to do so.

**Bidders** must present the information required above **as a matter of responsiveness with initial bids.** (see 49 CFR 26.53(3)).

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

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 COMET. In addition, **the contractor may not hold retainage from its subcontractors.**

The contractor must promptly notify The COMET, 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 COMET.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**ENERGY CONSERVATION REQUIREMENTS**

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

**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.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**  
**FTA Circular 4220.1F**

The incorporation of FTA terms has unlimited flow down. 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 the most current 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 The COMET requests which would cause The COMET to be in violation of the FTA terms and conditions.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**LOBBYING**

**31 U.S.C. 1352**

**49 CFR Part 19**

**49 CFR Part 20**

The Lobbying requirements mandate the maximum flow down, pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5) and 49 C.F.R. Part 19, Appendix A, Section 7. Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of a Federal 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 certifies to the tier above that it will not and has not taken any action involving the Project or the Underlying Agreement for the Project, including any award, extension, or modification. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date