



OZARK REGIONAL TRANSIT
REQUEST FOR PROPOSALS

RFP No. 2022-02

Subject: Financial & Compliance Audit Services

OZARK REGIONAL TRANSIT

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REQUEST FOR PROPOSALS

RFP No.: 2022-02

Subject: Financial & Compliance Audit Services

The Ozark Regional Transit invites Proposals for the matters, services and/or items described herein in accordance with the provisions hereof.

Proposals MUST be received on or before the Proposal Opening Date and time set forth herein: **December 5, 2022 by 2:00 p.m. CST.**

Sincerely,

Mindy Campbell,
Chief Financial Officer

SOLICITATION

ORT is soliciting proposals from qualified firms or individuals who meet the conditions set forth herein to conduct annual financial and compliance audits for Ozark Regional Transit Authority (ORT), 2423 East Robinson Avenue, Springdale, Arkansas, 72764, hereinafter described in accordance with this request for bid. A complete bid package may be obtained directly from ORT or may be downloaded from the ORT website at www.ozark.org.

All proposals must be delivered to ORT, postage prepaid if mailed, to ORT's address in a sealed envelope with the words "**RFP # 2022-02 Response Proposal Enclosed**" prominently marked on both sides of the envelope. All proposals must be submitted to ORT in accordance with the provisions hereof on or before the Submission Deadline. No proposal submitted after the Submission Deadline will be considered.

Proposals in Response to Request for Proposal # **2022-02**

1) Debarment of Suspension Certification

Proposals submitted to ORT in accordance with the requirements hereof shall be publicly opened and examined on the Proposal Opening Date: December 5, 2022 at 2 PM. PLEASE BE ADVISED that the contents of each Proposal, including documents marked proprietary, may be made public.

Any request for clarifications must be in writing and submitted by the Proposed to ORT by November 14, 2022. Responses will be made by ORT on or before November 21, 2022.

All inquiries regarding this RFP should be directed to Mindy Campbell, (479)756-2547.

BID SPECIFICATIONS

Ozark Regional Transit (ORT) is requesting written proposals from qualified firms or individuals interested in conducting annual financial and compliance audits for Ozark Regional Transit Authority, Inc.

Any interested party is requested to make a formal proposal to accomplish the Scope of Services described herein, and in the form prescribed. The proposal is to be signed by a duly authorized official of the proposer and shall be submitted in the time and manner described.

ORT's fiscal year ends on December 31st.

ORT desires a three-year base contract (2022 – 2024) with the option of two (2) one-year renewals at ORT's discretion.

ORT reserves the right to reject any and all proposals and to negotiate separately with any firm in a manner deemed appropriate to serve the best interest of ORT.

If an award of contract is made as a result of these proposals, it will be made on the basis of the proposal which best satisfies the intent of the Request for Proposal and any other factors considered in the best interest of ORT.

Successful bidder is responsible for any and all liabilities created by their staff, subcontractor or ORT employees/ guests.

No reimbursement will be made by ORT for any costs incurred by any bidder (pre-bid).

Each proposal shall state their bid is valid for a period of not less than sixty (60) days from the date of receipt.

ORT is also a recipient of Federal funds through grants awarded and administered by the Federal Transit Administration (FTA). As such, ORT must comply with all Arkansas and Federal regulations applicable to its operations, most of which appear in the FTA Program Guidance Circulars and as set forth in other documents including the Code of Federal Regulations.

Firms/individuals submitting proposals must be able to demonstrate their capabilities to successfully conduct the financial and compliance audits in accordance with auditing standards generally accepted in the United States of America, and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of The United States, and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and any other Federal, State, or local requirements in effect now or placed into effect during the engagement of the contract.

The firm/individual must also have the ability and willingness to provide post audit technical assistance as may be required by ORT or government

ORT will accept proposals until 2:00 p.m. Central Standard Time on December 5, 2022. Proposals received after this exact hour and date will not be considered. Late proposals shall be returned to the bidder:

ORT Contact:

Mrs. Mindy Campbell, Chief Financial Officer
Ozark Regional Transit Authority
2423 E. Robinson Avenue
Springdale, Arkansas 72764

Envelopes containing proposals should be marked "Request for Proposal, Auditing Services". Three (3) copies of each proposal are requested to be furnished.

Proposals shall include, as a minimum, the following information, presented in a clear, comprehensive, and concise manner, to illustrate the firm's/individual's qualifications, capabilities, and expertise in providing the requested services.

Firm's/individual's name, business address, telephone number, and contact person.

Description of past experience in the transit industry and/or public sector in the provision of financial and compliance audit services similar to the scope of services required.

Demonstrated knowledge and understanding of the operations of public transportation corporations.

Identifying services that are included with the audit, including compliance certification and other filings.

ORT is not required to submit a 990-tax form.

Description of the qualifications and recent experience, directly applicable to the scope of services, of proposed personnel.

Any envisioned bidder costs subject to possible ORT reimbursement.

BID EVALUATION PROCEDURE

Proposals will be evaluated as to their responsiveness to the criteria specified in the Bid Specifications. Award will be made to the lowest, responsive, responsible Proposer meeting specifications, who presents the product or service that is in the best interest of ORT.

Submission of a proposal indicates acceptance by the Contractor of the conditions contained in this RFP unless clearly and specifically noted in the proposal submitted and confirmed in the contract between ORT and the firm selected.

ORT is seeking quality professional accounting services. While cost is certainly a very important factor in this professional services procurement, it will not be the sole basis on which proposals are evaluated. As such, all proposals received by the deadline will be evaluated using the following criteria. The percentage weight of importance appears after each criterion.

1. Prior experience in conducting audits of Public Transportation Corporations which meet Federal and State requirements: (20 %)
2. Understanding of Technical Requirements and Scope of Work/Services Provided (15 %)
3. Qualifications of key personnel assigned to conduct the Audit: (15 %)
4. Thoroughness in responding to the Request for Proposal (15%)
5. Cost of services: (35%)

Candidate proposals will be ranked in accordance with the above evaluation criteria.

The results will determine the firm/individual who will receive the contract to perform the work. If necessary, negotiations may occur to modify proposals to determine best and final offer prior to contract award.

Insert Name of Proposer Here: _____

Insert the Business Address of the Proposer: _____

Insert the Business Phone Number and Fax
Number of the Proposer: _____ & _____

Insert the Name of the Person completing this
Proposal, who will be treated as the contact
person for the Proposer _____

If the Proposer's Name inserted above is a trade name, an assumed name or fictitious name,
please give proper full name of individual or entity conducting business under that name
in the space provided immediately below:

If the Proposer is a general partnership or joint venture, or limited partner, please give the
names and personal and business addresses of each partner and/or joint venturer in the
space provided immediately below:

and attach to this Proposal that documentation evidencing the General Partners authority
to execute this Proposal and evidencing Registration with the Secretary of State of the State
of Arkansas:

PLEASE NOTE IF MORE SPACE IS REQUIRED SIMPLY ATTACH SEPARATE PAGES WITH THIS ADDITIONAL INFORMATION.

If the Proposer is a corporation or a limited liability company, please attach to this Proposal (i) a certificate of good standing from the Secretary of State of Arkansas, (ii) a certified copy of the resolution authorizing the execution of the Proposal in the name of the corporation or limited liability company, and (iii) ensure that the Proposal is executed by the duly authorized officer of the corporation or limited liability company.

The Proposer named above proposes and offers to fully observe and perform all the obligations set forth in RFP #2022-02 and to do and perform all of the services described in RFP #2022-02 in accordance with each and all of the provisions of the RFP.

In compliance with the above, the undersigned offers and agrees to furnish any or all items upon which prices are offered, at the price set opposite each item, delivered to 2423 East Robinson Avenue, Springdale, AR 72764, within the time specified. A sole source bidder will be required to demonstrate the bid is fair, reasonable and at market.

Company: _____ Authorized Proposer: _____
Address: _____ Title/Signature: _____
_____ Phone Number: _____

Debarment of Suspension Certification

Background and Applicability

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, Debarment and Suspension, Executive Order 12689, Debarment and Suspension, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-255, 108 Stat. 3327).

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

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

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

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

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 in 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 recipient. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the recipient, 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 order. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Contractor

Signature of Authorized Official _____

Date ____ / ____ / ____

Name & Title of Contractor’s Authorized Official

REQUIRED CLAUSES

1.1 General

The work performed under this contract will be financed, in part, by grants provided under programs of the Federal Transit Administration. Citations to federal law, regulation, and guidance references include, but are not limited to, the Master Agreement FTA MA (23), dated October 1, 2016, FTA Circular 4220.1F, dated November 1, 2008; "Best Practices Procurement Manual", updated October 2016; Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 C.F.R part 2, e-CFR updated August 24, 2017, will supersede and apply in lieu of U.S. DOT's common grant rules, 49 C.F.R. 18, State and Local Governments and Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations and any subsequent amendments or revisions thereto.

THE FOLLOWING MAY BE USED SYNONYMOUSLY:

"BIDDER" AND "CONTRACTOR"

"PURCHASER" AND "OWNER" "RECIPIENT" AND "AUTHORITY"

Definitions

Third Party Agreement, in accordance with the Master Agreement unless FTA determines otherwise in writing, includes all of the following agreements, such as:

- (1) Third party contracts,
- (2) Leases,
- (3) Third party subcontracts; and
- (4) Other similar arrangements or agreements.

Third Party Participant, in accordance with the Master Agreement unless FTA determines otherwise in writing, includes all of the following participants, such as:

- (1) Third party contractors,
- (2) Lessees,
- (3) Third party subcontractors, and
- (4) Other participants in the Project

1.2 No Federal Government Commitment or Liability 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.

1.3 Program Fraud and False or Fraudulent Statements or Related Acts

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

authority of 49 U.S.C. 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.

1.4 Record Retention and Access to Records and Reports

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

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

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

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

1.5 Changes to Federal Requirements and Guidance

Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the purchaser and FTA, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

1.6 Termination or Cancellation of Contract

The Authority, by written notice, may terminate any contract arising from this solicitation, in whole or in part, when it is in the best interest of the project. If this contract is terminated, the authority will be liable only for payment under the payment provisions of this contract or services rendered before the effective date of termination.

The Authority may terminate this contract in whole or in part, for the Authority's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Authority will terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor will

(1) Immediately discontinue all services affected (unless the notice directs otherwise), and
(2) Deliver to the Owner all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If the termination is for the convenience of the Owner, the Authority may make an equitable adjustment in the contract price but will allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Owner may complete the work by issuing another contract or otherwise and the Contractor will be liable for any additional cost incurred by the Owner.

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 will be the same as if the termination had been issued for the convenience of the Owner.

1.7 Contracting with Disadvantaged Business Enterprises

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

b. The contractor shall not discriminate on the basis of race, color, religion, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in

the award and administration of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. If a separate contract goal has been established, Bidders/offers 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.

d. If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

e. 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 recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.

f. The contractor must promptly notify the recipient 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 recipient.

1.8 Prompt payment

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the Recipient. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Recipient. This clause applies to both DBE and non-DBE subcontracts.

1.9 Civil Rights

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

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

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

2. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et seq.*, 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. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. 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, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, 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.

4. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

1.10 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.

1.11 Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, revised March 18, 2013, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms will be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor will not perform any act, fail to perform any act, or refuse to comply with any Ozark Regional Transit's requests which would cause Ozark Regional Transit's to be in violation of the FTA terms and conditions.

1.12 Government Wide Debarment and Suspension (Non Procurement)

The Recipient agrees to the following: (1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following: (a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, 2 U.S. OMB, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, (b) It will review the U.S. GSA "System for Award Management," <https://www.sam.gov>, if required by U.S. DOT regulations, 2 C.F.R. part 1200, and (c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant:

1) Will comply with Federal debarment and suspension requirements, and 2 Reviews the "System for Award Management" at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and

(2) If the Recipient suspends, debars, or takes any similar action against a Third Party Participant or individual, the Recipient will provide immediate written notice to the: (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project, (b) FTA Project Manager if the Project is administered by an FTA Headquarters Office, or (c) FTA Chief Counsel.

1.13 Lobbying

All contracts over \$100,000

Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts over \$100,000 Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for

influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

1.14 Clean Air

A. 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. Contractor agrees to report each violation to Ozark Regional Transit and understands and agrees that Ozark Regional Transit will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

B. Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

1.15 Clean Water

A. 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. Contractor agrees to report each violation to Ozark Regional Transit and understands and agrees that Ozark Regional Transit will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

B. Contractor also agrees to include these requirements in each subcontract exceeding \$ 150,000 financed in whole or in part with Federal assistance provided by FTA.