

ATTACHMENT A
PROJECTS WITH FEDERAL FUNDING REQUIREMENTS

Conflict of Interest

- a. The respondent warrants that to the best of their knowledge and belief, and except as otherwise disclosed it does not have any organizational conflict of interest. Conflict of interest is defined as a situation in which the nature of work under this solicitation and the firm's organizational, financial, contractual or other interests are such that:
 1. Respondent may have an unfair competitive advantage; or
 2. The respondent's objectivity in performing the work solicited may be impaired. In the event the respondent has an organizational conflict of interest as defined herein, the respondent shall disclose such conflict of interest fully in the proposal submission.
- b. The respondent agrees that if, after award he, she or it, discovers an organizational conflict of interest with respect to this solicitation, he, she or it, shall make an immediate and full disclosure in writing to RTA that shall include a description of the action, which the respondent has taken or intends to take to eliminate or neutralize the conflict. RTA may, however, disqualify the respondent or if a contract has been entered into with the respondent, terminate said contract, at its sole discretion.
- c. In the event the respondent was aware of an organizational conflict of interest before the award of a contract and intentionally did not disclose the conflict to RTA, RTA may disqualify the respondent
- d. The respondent shall include in such subcontracts and other such agreements any necessary provisions to eliminate or neutralize conflicts of interest.
- e. No member of or delegate to the U.S. Congress or Resident Commissioner or Resident Advisor to the Board of Commissioners, shall be allowed to share in any part of the contract awarded under this solicitation or to any benefit that may arise therefrom. This provision shall be construed to extend to any contract made with the successful respondent.
- f. No member, officer, or employee of RTA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which RTA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in any contract or the proceeds thereof resulting from this solicitation.
- g. No member, officer, or employee of the respondent selected to perform the services described above shall, during the term of their contract, or for one year thereafter, have any interest direct or indirect, in any contract that they are responsible for procuring, managing or overseeing on in the proceeds of any such contract.

Assignment or Transfer

The successful firm shall not assign or transfer any interest in the contract, in whole or part, without written approval of RTA. Claims for sums of money due, or to become due from RTA pursuant to the contract may be assigned to a bank, trust company or other financial institution. RTA is hereby expressly relieved and absolved of any and all liability in the event a purported assignment or subcontracting of the contract is attempted in the absence of the firm obtaining the Collaborative Partner's prior written consent.

Permits and Licenses

The successful firm shall obtain all permits and licenses that are required for performing its work. The firm shall pay all related fees and costs in connection with required permits and licenses. Proof of ownership shall be made on all software used in the execution of the contract. The firm will hold RTA harmless for any violation of software licensing resulting from breaches by employees, owners and agents of the firm.

Taxes

The successful firm is responsible for all state and federal payroll and/or social security taxes. The firm shall hold RTA harmless in every respect against tax liability.

Standards of Conduct

The successful firm shall be responsible for maintaining satisfactory standards of its employees' competence, conduct, courtesy, appearance, honesty, and integrity. It shall be responsible for taking such disciplinary action with respect to any of its employees as may be necessary. RTA reserves the right to remove any company's employee from any site for any reason.

Federal, State, and Local Reporting Compliance

The firm shall provide such financial and programmatic information as required by RTA to comply with all Federal, State, and local law reporting requirements.

Nondiscrimination

The firm agrees that it will abide by Federal, State and Local Laws, and RTA ordinances incorporated by reference herein.

Section 3 Clause

When applicable every applicant, recipient, contracting party, contractor, and subcontractor shall incorporate or cause to be incorporated a "Section 3 Clause" in all contracts for work in connection with a Section 3 covered development if applicable. All proposals must also include a Compliance Plan to include the submittal of reports applicable to Section 3 requirements. Currently, all RTA projects do not meet the Section 3 threshold.

Davis Bacon Requirements

When applicable, contractors or subcontractors performing construction work in order to accomplish the activities set forth in the Scope of Work portion of any agreement, shall comply with all Federal Labor Standards specifically those of the Davis-Bacon Act and Section 5 of Title 29 of the Code of Federal Regulations, including, but not limited to, obtaining a wage determination for all skills to be utilized, verification of wage payments, review of payroll records and on the site interviews with laborers.

BABA Requirements

BABA The Build America, Buy America (BABA) Act, part of the Infrastructure Investment and Jobs Act, mandates that all iron, steel, manufactured products, and construction materials used in federally funded infrastructure projects must be produced in the United States. Currently, all RTA projects do not meet the BABA threshold.

Small and Minority Firms, Women's Business Enterprises

RTA, hereby, notifies all proposers that it will affirmatively ensure that all disadvantaged and women's business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of gender, race, color, or national origin in consideration for an award.

I have received and reviewed this Federal Funding Requirements. I acknowledge and agree to all provisions contained above