



UNIVERSITY  
OF WYOMING

Procurement and  
Payment Services

**UNIVERSITY OF WYOMING**  
**AS-NEEDED AMERICAN SIGN LANGUAGE (ASL)**  
**INTERPRETING SERVICES**

Request for Proposal (RFP) # K LW-2026-40

**RFP Schedule**

RFP Issued to BidNet

Supplier Questions Due In BidNet

Responses to Questions Posted to BidNet

RFP Responses Due In BidNet

Monday, August 31, 2026

Monday, September 14, 2026, at 2pm MT

Wednesday, September 16, 2026

Tuesday, September 29, 2026, at 2pm MT

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**REQUEST FOR PROPOSAL – RFP # K LW-2026-40**  
**UNIVERSITY OF WYOMING – AS-NEEDED ASL INTERPRETING SERVICES**

The University of Wyoming (the “University”) is soliciting proposals from professional and qualified suppliers (“Suppliers”), through this Request for Proposals (RFP), for as-needed American Sign Language (ASL) interpreting services and related disability support resources. Through this RFP process, the University is working to expand a pool of qualified suppliers to have available to provide the services defined herein. These suppliers who are already under contract from RFP K LW-2026-01, do not need to respond to this RFP:

- Karasch & Associates
- SignGlasses, LLC

The University shall provide copies of this RFP to Suppliers through the electronic solicitation platform [www.bidnetdirect.com](http://www.bidnetdirect.com) where registered Suppliers are required to submit their electronic RFP response along with the first and last name, telephone number and e-mail address of the employee within their organization who will be designated as the University’s primary contact with respect to this RFP and their response thereto. The University may provide copies of this RFP to other Suppliers upon request, who are also requested to provide the first and last name, telephone number and e-mail address of the employee within their organization who will be designated as the University’s primary contact with respect to this RFP and their response thereto.

Questions regarding this RFP must be in writing and be directed to the University via the BidNet platform any time after the issuance of this RFP through and including **2:00 p.m. MT on Monday, September 14, 2026.** Questions received after the date/time and/or not submitted electronically through the BidNet platform may not be addressed. Each question submitted, as well as the University’s response thereto, shall be provided in a questions and answers document/addendum via [www.bidnetdirect.com](http://www.bidnetdirect.com). Note: Every question must be submitted individually. Multiple questions per entry may not be answered.

The University will only accept and consider electronically submitted proposals from Suppliers, which must be submitted and received in the [www.bidnetdirect.com](http://www.bidnetdirect.com) electronic solicitation portal on or before **2:00 p.m. MT on Tuesday, September 29, 2026,** at which time the submission portal will close and no further submissions be allowed or considered. It is the sole responsibility of the Supplier to see that the response to the RFP is submitted through the BidNet portal by the submission deadline. Responses received after this date and time or outside of BidNet will be deemed non-responsive.

Sales Prohibited/Conflict of Interest: No officer, employee, or member of the University, shall have a financial interest in the sale to the University of any real or personal property, equipment, material, supplies or services where such officer or employee exercises directly or indirectly any decision-making authority concerning such sale or any supervisory authority over the services to be rendered. This rule also applies to subcontracts with the University. Soliciting or accepting any gift, gratuity favor, entertainment, kickback, or any items of monetary value from any person who has or is seeking to do business with the University is prohibited.

**Contact with University personnel regarding this solicitation, other than inquiries to the specific Procurement Agent noted below may be grounds for elimination from the selection process.**

Collusive or sham proposals: Any proposal deemed to be collusive, or a sham proposal will be rejected and reported to authorities as such. Your authorized signature on this proposal assures that such proposal is genuine and is not a collusive or sham proposal. The University reserves the right to reject any and all proposals and to waive any irregularities or informalities.

Sincerely,

Kelly L. Wooden  
Senior Procurement Officer

\*\*Please find more information about doing business with the University here:

[How to Do Business with the University of Wyoming](#)

## **SECTION I**

### **UNIVERSITY OVERVIEW**

The University of Wyoming is the only accredited four-year school in a state of just over one-half million people. The University is dedicated to providing quality instruction to students, conducting valuable research programs, and serving Wyoming through a wide variety of educational and cultural programs. The University has more than 3,000 benefited faculty and staff dedicated to educating about 10,900 students. More than 200 undergraduate, graduate, and professional programs of study are offered through eight colleges: Agriculture and Natural Resources, Arts and Sciences, Business, Education, Engineering and Applied Science, Health Sciences, Honors and Law. The main campus is located in Laramie but extends learning opportunities through a variety of credit and non-credit outreach programs, including the University of Wyoming at Casper and classes offered through Wyoming's seven community colleges. Additional information regarding the University of Wyoming is available at <http://www.uwyo.edu>.

## **SECTION II**

### **ADMINISTRATIVE INFORMATION**

A. **ISSUING OFFICE:** This Request for Proposal (RFP) is issued by the University of Wyoming, Procurement Services.

B. **INVITATION TO SUBMIT PROPOSALS:** The University of Wyoming is hereby contacting prospective Suppliers whom the University deems potentially qualified to meet its needs.

NOTE: The University of Wyoming, Office of Procurement Services has moved to an online bid system (BidNet) for both distribution and receipt of RFPs. All Suppliers must complete the registration process. To register your company, please go to <https://www.bidnetdirect.com/register>.

C. **SCOPE:** This RFP contains the instructions governing the proposal and the material to be included herein; mandatory requirements which must be met to be eligible for consideration; and other requirements to be met by each proposal.

D. **INQUIRIES:** Prospective Suppliers may make inquiries within BidNet Direct concerning this RFP to obtain clarification of requirements.

Response to any Supplier's inquiries will be made on BidNet Direct by Procurement Services in a timely manner to all prospective Suppliers. Any oral interpretations or clarifications of this RFP shall not be relied upon.

E. **MODIFICATION OR WITHDRAWAL OF PROPOSALS:** Proposals may be modified or withdrawn by the Supplier prior to the established due date and time.

F. **PROPOSAL SUBMISSION:** Responses should be uploaded to the BidNet Direct website up to but no later than **Tuesday, September 29, 2026, at 2:00 PM MT**. Electronic submission to the BidNet Direct website is mandatory. The Form of Proposal **MUST** be signed in ink or digitally signed with an authenticated certificate by the Supplier or an officer of the Supplier who is legally authorized to

bind the Supplier to the proposal. Proposals which are determined to be at a variance with this requirement may not be accepted.

It is the responsibility of the Supplier to ensure that the proposal is uploaded to the BidNet Direct website on or before the proposal submission deadline.

- G. ADDENDUM OR SUPPLEMENT TO REQUEST FOR PROPOSAL: In the event that it becomes necessary to revise any part of this RFP, an addendum will be issued on the BidNet Direct website. It is the responsibility of Suppliers, prior to the established due date for responses, to review the website and view addenda issued to ensure their response reflects any and all changes. All addenda shall be acknowledged on the Form of Proposal page and copies of the signed addenda must be included in the Supplier's proposal.
- H. ACCEPTANCE OF RFP TERMS: A proposal submitted in response to this RFP shall constitute a binding offer. Acknowledgment of this condition shall be indicated by the signature of the Supplier or an officer of the Supplier legally authorized to execute contractual obligations. A submission in response to this RFP acknowledges acceptance by the Supplier of all terms and conditions including compensation, as set forth herein. A Supplier shall identify clearly and thoroughly any variations between its proposal and the University's RFP. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance.
- I. CONFIDENTIAL/PROPRIETARY INFORMATION: Any restrictions on the use or inspection of material contained within the proposal shall be clearly stated in the proposal itself. Written requests for confidentiality shall be submitted by the Supplier with the proposal. The Supplier must state specifically what elements of the proposal are to be considered confidential/proprietary. Confidential/proprietary information must be readily identified, marked, and separately packaged from the rest of the proposal. Co-mingling of confidential/proprietary and other information is NOT acceptable. Neither a proposal in its entirety, nor proposal price information will be considered confidential/proprietary. Procurement Services will make a written determination as to the apparent validity of any request for confidentiality. The written decision of Procurement Services will be sent to the Supplier as required.
- J. RFP RESPONSE MATERIAL OWNERSHIP: All material submitted regarding this RFP becomes the property of the University of Wyoming. Proposals may be reviewed by any person after a contract has been issued, subject to the terms of law. The University of Wyoming has the right to use any or all information/material presented in reply to the RFP, subject to limitations outlined in Proprietary/Confidential Information. Disqualification of a Supplier, or submission of an unsuccessful proposal, does not eliminate this right.
- K. SELECTION OF PROPOSAL: Upon review and approval of the evaluation committee's recommendation for award, Procurement Services will issue a "Letter of Intent to Award" to the apparent successful Supplier and other respondents via the BidNet Direct website. Final award will be issued to the successful Supplier once the contract has been fully negotiated and executed.
- L. ACCEPTANCE OF PROPOSAL CONTENT: The contents of the proposal (including persons specified to implement the project) of the successful Supplier will become contractual obligations if acquisition action ensues. Failure of the successful Supplier to accept these obligations in a contract may result in cancellation of the award and such Supplier may be removed from future solicitations. The award will be made to that Supplier whose proposal, conforming to the RFP, will be the most advantageous to the University of Wyoming. The University does not forfeit its sovereign immunity through the execution of the contract.

- M. STANDARD CONTRACT: The University of Wyoming reserves the right to incorporate standard UW contract provisions and other provisions contained in this RFP into any contract resulting from this RFP, such as, but not limited to the following:  
<https://www.uwyo.edu/procurement/purchase-order-terms-and-conditions/index.html>
- The standard contract term is for a period of three (3) years, provided all conditions have been met satisfactorily, and the University and the Supplier mutually agree in writing. The University is not bound to the stated standard contract term, and the official term will be set with the signing of the contract.
- N. RFP CANCELLATION: The University reserves the right to cancel this RFP at any time, without penalty.
- O. INCURRING COSTS: The University of Wyoming is not liable for any cost incurred by Suppliers prior to issuance of a legally executed contract. No property interest, of any nature, shall accrue until a contract is awarded and signed by all concerned parties.
- P. EQUAL EMPLOYMENT OPPORTUNITY:
- Both parties shall fully adhere to all applicable local, state, and federal law, including equal employment opportunity and including but not limited to compliance with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975 and the American with Disabilities Act of 1990. The University is committed to equal opportunity for all persons in all facets of the University's operations and is an Equal Opportunity/Affirmative Action employer. The University will provide all applicants for admissions, employment and all University employees with equal opportunity without regard to race, gender, religion, color, national origin, disability, age, protected veteran status, sexual orientation, genetic information, gender identity, creed, ancestry, political belief, any other applicable protected category, or participation in any protected activity. The University ensures non-discriminatory practices in all matters relating to its education programs and activities and extends the same non-discriminatory practices to recruiting, hiring, and training, compensation, benefits, promotions, demotions, transfers, and all other terms and conditions of employment.
- Contractors are notified that they may be subject to the provisions of 41 CFR Section 60-300.5(a); 41 CFR Section 60-741.5(a); 41 CFR Section 60-1.4(a) and (c); 41 CFR Section 60-1.7(a); 48 CFR Section 52.222-54(d); and 29 CFR Part 471, Appendix A to Subpart A with respect to affirmative action and posting requirements. If applicable, **this contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans. If applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against any qualified persons with physical or mental disabilities and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected persons with physical or mental disabilities.**
- Q. REJECTION OF PROPOSALS: The University of Wyoming reserves the right to reject any or all proposals and to waive informalities and minor irregularities in proposals received, by the specific solicitation opening time and date, and to accept any portion of a proposal or all items proposed if deemed in the best interest of the University of Wyoming.

- R. PARENT COMPANY: If a Supplier is owned or controlled by a parent company, the parent company name, main office address, and parent company's tax identification number shall be provided in the proposal.
- S. NEWS RELEASES: News releases pertaining to this solicitation shall NOT be made prior to the full execution of the contract without prior written approval by the University.
- T. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:
1. By submission of this proposal, each Supplier, and in the case of a joint proposal, each party thereto, certifies as to its own organization, that, in connection with this procurement:
    - a. The prices in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Supplier or with any competitor;
    - b. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Supplier and will not knowingly be disclosed by the Supplier prior to opening, directly or indirectly, to any other Supplier or to any competitor; and
    - c. No attempt has been made or will be made by the Supplier to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
  2. Each person signing the Form of Bid form of this proposal certifies that:
    - a. He/She is the person in the Supplier's organization responsible within that organization for the decision as to the prices being offered herein and that he has not participated, and will not participate, in any action contrary to (1 a) through (1 c) above; or
    - b. He/She is not the person in the Supplier's organization responsible within that organization for the decision as to the prices being offered herein but that he has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (1 a) through (1 c) above, and as their agent does hereby so certify; and he has not participated, and will not participate, in any action contrary to (1 a) through (1 c) above.
  3. A proposal will not be considered for award where (1 a), (1 c), or (2) above has been deleted or modified. Where (1 b) above has been deleted or modified, the proposal will not be considered for award unless the Supplier furnishes with the proposal a signed statement which sets forth in detail the circumstances of the disclosure and the head of the agency, or his designee, determines that such disclosure was not made for the purpose of restricting competition.
- U. CONFLICTS OF INTEREST: The holding of public office or employment is a public trust. A public officer or employee whose conduct departs from his fiduciary duty is liable for his or her actions.
- V. TAXES: The University of Wyoming, as purchaser, is exempt from all federal excise taxes and from all State of Wyoming sales tax. A certificate of tax exemption is available upon request.



- W. ASSIGNMENT: Neither party to any resulting contract may assign any portion of the agreement without the prior written consent of the other party.
- X. AVAILABILITY OF FUNDS: Financial obligations of the University payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. In the event funds are not appropriated, any resulting contract will become null and void, without penalty to the University.
- Y. BID BONDS/SECURITY: Not required for this proposal.
- Z. CONTRACTOR'S PERFORMANCE BOND: Not required for this proposal.
- AA. INSURANCE: Supplier, at its own expense, must obtain and maintain throughout the life of the agreement Commercial general liability insurance including coverage for property damage, bodily injury, contractual liability, personal and advertising injury, and products ongoing and completed operations, with no exclusion for sexual abuse and molestation (unless such coverage is provided in another required policy or in a stand-alone policy) with minimum occurrence limits of not less than \$1,000,000 and minimum aggregate limits of \$3,000,000.

Professional liability (errors & omissions) insurance with minimum occurrence limits of not less than \$1,000,000 and minimum aggregate limits of \$3,000,000.

Comprehensive automobile liability insurance with a minimum combined single limit of \$1,000,000 per occurrence for bodily injury and property damage. Such policy must cover owned, non-owned and hired vehicles, trailers, or semi-trailers designed for travel on public roads.

Workers' compensation coverage as required by law and employer's stop gap liability coverage.

Policies other than workers' compensation, employer's stop gap liability and professional liability must name the University, its trustees, officers, and employees as additional insureds. Certificates will be delivered, prior to commencement of the contract, to the University of Wyoming, Director of Claims and Risk - Dept. 4305, 1000 E. University, Laramie, WY 82071-2000.

Workers' Compensation and Employer's Liability Coverage: The insurer(s) shall agree to waive all rights of subrogation against the University of Wyoming for losses arising from work performed at the University.

All Coverages (i.e., general liability, errors and omissions, automobile liability, workers' compensation, and employer's liability) must include:

1. Cancellation. Each policy shall be endorsed to state the coverage shall not be canceled, suspended, voided, allowed to expire, or be reduced in coverage or limits, by either party, except after thirty (30) days, prior written notice by certified mail, return receipt requested, has been given to the University of Wyoming.
2. Jurisdiction. The insurance shall be construed under the laws of the State of Wyoming. The exclusive forum for the resolution of disputes arising out of such insurance shall be a court of competent jurisdiction of the State of Wyoming.
3. Acceptability of Insurers. Insurance shall be placed with insurers licensed to do business in Wyoming and having an A.M. Best Company rating of no less than AVIII.



4. If any coverage is on a claims made basis, the policy shall have a retroactive date effective upon the Effective Date of the Agreement and have extended reporting period of not less than two (2) years following completion of the Agreement. Any retroactive date or prior act exclusion must predate the Effective Date of this Agreement and any earlier commencement of services.

Verification of Coverage: Prior to commencement of the Agreement, the University shall be provided with certificates of insurance and original endorsements evidencing required coverage. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received by the University before the contract commences. The University reserves the right to require complete, certified copies of all required insurance policies at any time. If at any time during the term of this contract or any extension thereof, any required policies of insurance should expire, or are canceled, the University of Wyoming must be provided a certificate of insurance indicating renewal or an acceptable replacement of the expiring policy prior the expiration.

- BB. INDEMNIFICATION: To the extent authorized by law, the Supplier shall indemnify, save and hold harmless the University, its employees and agents, against any and all claims, damages, liability, and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the Supplier or its employees, agents, subcontractors, or assignees pursuant to the terms of the contract resulting from this RFP.
- CC. WYOMING STATE PREFERENCE: Pursuant to UW Regulation, preference shall be allowed in the purchase of materials, supplies, equipment, machinery, or provisions provided by bona fide Wyoming residents when such materials, supplies, equipment, machinery, or provisions are of quality equal to those offered by an out-of-state Supplier. Such preference shall be five percent (5%) and shall apply to materials, supplies, equipment, machinery, or provisions produced, manufactured or grown in this state, and to materials, supplies, equipment, and machinery supplied by a Wyoming Resident. (Wyoming Statute 16-6-105) However, preferences shall not be given in violation of any Federal law, rule or regulation. Whenever Federal laws are applicable, Federal laws shall supersede any State laws. **Suppliers must have a current Wyoming residency certification on file with the Wyoming Department of Workforce Services at the time of the bid submission in order to qualify for resident preference. Inquiries regarding obtaining a residency certification number should be directed to the Wyoming Department of Workforce Services, Labor Standards Office at (307) 777-7261. The Department of Workforce Services certifies residency and enforces the preference law.**
- DD. PAYMENT TERMS: The University of Wyoming prefers to provide payment in full Net 45 days after acceptance of goods and services. The University may consider other terms if a substantial discount or benefit is available for doing so, however, all proposed payment methods, terms inclusive of any additional fees, or discounts must be clearly stated within the Supplier's proposal.
- EE. EVALUATION CRITERIA: Responses will be considered from Suppliers demonstrating history of successfully providing similar solutions. A resulting contract may be awarded to the Supplier who most completely meets the University's needs and provides the best value to the University.
- FF. TERMINATION PROVISIONS: A resulting contract may be terminated as follows:
1. The University and the Supplier, by mutual written agreement, may terminate the contract at any time.

2. The University, in its sole discretion, may terminate the contract for any reason upon 45 days written notice to the Supplier. Such termination shall not relieve the Supplier of any obligations to provide services during the notification.
3. The University may terminate the contract, in whole or in part, if the Supplier fails to perform its obligations under the contract in a timely and proper manner. The University may, by providing written notice of default to the Supplier, allow the Supplier to cure a failure or breach of contract within a period of ten (10) days (or longer at the University's discretion considering the gravity and nature of the default). Said notice shall be delivered by Certified Mail, Return Receipt Requested or in person with proof of delivery. Allowing the Supplier time to cure a failure or breach of contract does not waive the University's right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the supplier, the University may contract the service from other sources and hold the Supplier liable for any excess cost occasioned thereby.
4. The University may terminate the contract immediately for the following reasons:
  - a. Supplier has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, has ceased operating in the normal course of business, the Supplier has voluntarily or involuntarily entered into bankruptcy proceedings, or the Supplier is otherwise deemed insolvent.
  - b. A trustee or receiver of the Supplier or of any substantial part of the Supplier's assets has been appointed by a court.
  - c. Fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by the Supplier, its employees, officers, directors of shareholders.
  - d. Failure to uphold any fiduciary obligation to the University.

GG. SUSTAINABILITY PRACTICES: The University strongly encourages the campus community to adhere to sustainable practices. For product categories that have ENERGY STAR rated products available, the university will focus its procurement efforts on products with this rating, consistent with the needs of the University campus community.

HH. GOVERNMENTAL CLAIMS: Any actions or claims against the University under this Agreement must be in accordance with and are controlled by the Wyoming Governmental Claims Act, W.S. 1-39-101 et seq. (1977) as amended.

II. INTERPRETATION: The Parties hereto agree that (i) the laws of Wyoming shall govern this Agreement, and (ii) any questions arising hereunder shall be construed according to such laws, (iii) this Agreement has been negotiated and executed in the State of Wyoming and is enforceable in the courts of Wyoming.

JJ. SOVEREIGN IMMUNITY: The University does not waive its sovereign immunity or its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any action based on this Agreement.

KK. ACCESSIBILITY COMPLIANCE: In regard to technology that will be utilized in regard to this RFP, please answer the following, where applicable:

1. Describe specifically how your product or services comply with Section 508 standards.
2. If your product is not currently compliant in certain areas, describe your plans and time frame for achieving compliance.
3. Describe your accessibility conformance testing process.
4. If you roll out upgrades after the University purchases the product, how can you assure the University that the upgrades will not interfere with accessibility?
5. Who will pay to remediate any necessary fixes after purchase?
6. Provide a completed Voluntary Product Accessibility Template (VPAT) for your product. If you do not have a VPAT, please provide your accessibility statement on how the product is fully accessible, or compliant, with Section 508. Questions regarding evaluating the accessibility of technology products or services should be directed to the ADA Coordinator, Employment Practices at 307-766-6236.

As part of the final contract, if applicable, Suppliers must warrant the products or services they will provide comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. Suppliers must agree to promptly respond to and resolve any complaint regarding the accessibility of its products or services. Suppliers must further agree to indemnify and hold harmless the University from any claims arising out of Suppliers failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a material breach.

- LL. EXPORT CONTROL: The University, its employees and its agents are subject to and shall comply with U.S. export control laws that prohibit or restrict a) transactions with certain parties, and b) the type and level of technologies and services that may be exported. These laws include, without limitation, the Arms Export Control Act, the Export Administration Act, and the International Economic Emergency Powers Act, and regulations issued pursuant to these, including the International Traffic in Arms Regulations (ITAR) and the Export Administration Regulations (EAR). As part of its commitment to compliance with U.S. export controls, UW requires information on the product(s) being purchased to enable the University to determine the applicable export controls. To be considered for this bid award, Bidder must identify the export jurisdiction (ITAR or EAR) and classification of its product, component, or service(s) in the response to this bid request. The suggested format for this information is set out in the table below.

|                                                                                                                         |                                                                    |
|-------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------|
| <p><i>Are any of the products subject to the Export Administration Regulations (EAR)?</i></p> <p>Yes _____ No _____</p> | <p>If YES, indicate the ECCN No. of each product:</p> <p>_____</p> |
|-------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------|

|                                                                                                                                  |                                                                                        |
|----------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|
| <p><i>Are any of the products subject to the International Traffic in Arms Regulations (ITAR)?</i></p> <p>Yes _____ No _____</p> | <p>If YES, indicate the USML Category and Sub – Category of each product:</p><br><hr/> |
|----------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|

### **SECTION III**

#### **SCOPE OF WORK**

##### **A. GENERAL SCOPE**

1. The University is seeking qualified Supplier(s) to provide American Sign Language (ASL) interpreting services and related disability support resources. The selected Supplier(s) will deliver interpreting services for University staff, faculty, visitors and students registered with Disability Support Services, including but not limited to the following types of events:
  - a. Credit classes
  - b. Labs
  - c. Exams
  - d. Office hours
  - e. Orientations
  - f. Meetings
  - g. Public events
  - h. Ceremonies
  - i. Performances
  - j. Athletic events
  - k. Trainings
  - l. Tours
  - m. Interviews
  - n. Student appointments (counseling, advising, etc.)
  - o. Possible off-campus field trips

- p. Other meetings as required
2. The scope of services to be provided includes, but is not limited to:
- a. Providing, scheduling, overseeing, and billing in a timely and professional manner, a staff of highly qualified sign language interpreters with a background working in educational settings that maintain a minimum national standard for interpreters that are qualified for the post-secondary educational level;
  - b. Providing in-person, remote and hybrid interpreting services;
  - c. Providing qualified substitute sign language interpreters should the assigned interpreter be unavailable;
  - d. Providing qualified interpreters within twenty-four (24)-hours of request by the University;
  - e. Willingness to collaborate with the University regarding prep time. The University will not pay for any preparation time unless it is pre-approved by the University;
  - f. Agreement to return any textbooks to the University that have been loaned;
  - g. Agreement to prepare and submit invoices bi-weekly and include the name of the individual, event name, hours worked and if a team of interpreters were required;
  - h. Responsibility for performing criminal background checks (Colorado Crime Information Center – CCIC and National Crime Information Center - NCIC) on all employees prior to their assignment to the University.
    - i. The Supplier will be required to provide proof of credentials if requested by the University.
    - ii. This shall include verification of the right to work in the United States.
  - i. Interpreting must meet the format - be provided in person for in person classes, meetings and events at the University and by video remote interpreting (VRI) for all remote components of classes, meetings and events at the University.
  - j. There is a two (2)-hour minimum for Supplier's on-site services. Remote services will be billed based on time spent during VRI.
  - k. Furthermore, each interpreter will follow the code of ethics set by the Registry of Interpreters for the Deaf, Inc. (RID).

**B. MINIMUM MANDATORY QUALIFICATIONS**

Suppliers must meet these minimum qualifications to be considered for evaluation and award. Documentation and explanation of how the Supplier meets these qualifications and credentials must be provided as part of your response to this RFP.

1. Experience: The Supplier must have a minimum of ten (10) years of experience coordinating interpreter services in post-secondary and professional academic settings.

2. Insurance Coverage: The Supplier must provide liability insurance and workers' compensation coverage for all employed interpreters.
3. Language Proficiency: The interpreter pool must include proficiency in Pidgin Signed English (PSE), American Sign Language (ASL), and Conceptually Accurate Signed Language (CASL).
4. On-Site Services: The Supplier must be able to provide on-site interpreting services at the University in Laramie, Wyoming and designated affiliate locations.
5. Consistency and Efficiency in Scheduling: The Supplier must strive to assign the same interpreters to each class for the duration of the semester. Additionally, interpreters should be scheduled to minimize drive-time charges, ideally limiting to one (1) charge per interpreter per day.
6. The Supplier must have the capability and technology required to provide VRI services for walk-in requests and urgent advising or counseling appointments.
7. Responsibility and Accountability: The Supplier must assume full responsibility for the actions and conduct of its interpreters.
8. Local Presence and Jurisdiction: All interpreters who will provide in-person/on-site services during the fulfillment of the resulting contract must reside within one-hundred and fifty (150) miles of Laramie, Wyoming.
9. Some of the University records Supplier receives, creates or maintains for or on behalf of University in performance of the services hereunder may constitute Education Records or Personally Identifiable Information from Education Records (Education Records) as defined by the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. 1232g. To the extent applicable, Supplier agrees to hold student information, including Education Records in strict confidence and warrants to University that it will use reasonable industry practices to establish and maintain adequate procedures to ensure the confidentiality and privacy of such Education Records from unauthorized use or disclosure in violation of FERPA and not to use or disclose such Education Records except as permitted or required by the Agreement, as required by law, or as otherwise authorized by University in writing. Supplier further agrees not to use the Education Records for any purpose other than the purpose for which the disclosure to Supplier was made. Supplier shall continue to maintain the confidentiality and privacy of the Education Records retained in its system after cancellation, expiration or other conclusion of this Agreement. Upon termination, cancellation, expiration or other conclusion of this Agreement, Supplier shall return all Education Records to University or, if return is not feasible, destroy any and all Education Records. If Supplier destroys the information, it shall provide University with a certificate confirming the date of destruction of the data. Supplier shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted information including Education Records received from, or on behalf of University or its students. These measures will be extended by contract to all subcontractors used by Supplier. Supplier shall, within one day of discovery, report to University any use or disclosure of confidential information not authorized by this agreement or in writing by University. Following this report, Supplier will conduct a timely and thorough investigation in an attempt to identify: (i) the nature of the unauthorized use or disclosure, (ii) the data used or disclosed, and (iii) who made the unauthorized use or received the unauthorized disclosure. At the conclusion of this investigation, Supplier will furnish a confidential written report to University indicating the

results of the investigation, what Supplier has done or shall do to mitigate any negative effect of the unauthorized use or disclosure, and what corrective action Supplier has taken or shall take to prevent future similar unauthorized use or disclosure.

C. TIMELINE

1. Each ASL interpreter request should be responded to within one (1) business day, and assignment should be confirmed within two (2) business days of the request.

D. RESPONSIBILITIES AND EXPECTATIONS

1. University Responsibilities: The University shall submit ASL interpreter requests to the Supplier within one (1) business day of receiving the request for services. The University will strive to give the Supplier two (2) weeks' notice from the date of the requested event. The University recognizes, and students are made aware, that less than two (2) weeks' notice may result in failure to provide the service; however, the University still expects the request to be considered by the Supplier.
2. Supplier Responsibilities: The Supplier shall reply to all requests within one (1) business day and assignment should be confirmed within two (2) business days of the initial request. Supplier should notify the University if assignment is not possible. The Supplier shall provide a designated contact.

E. CLARIFICATIONS

1. As part of the Supplier's response to this RFP, please address the items below in detail:
  - a. Describe your current performance monitoring process and approach to ensuring client satisfaction.
  - b. Describe your current process for receiving and handling complaints from customers (including students).
  - c. Do you currently offer an electronic portal or electronic ticketing system where requests for services can be submitted or are emails the preferred method to submit requests, cancellations, etc.?
  - d. Detail your current ability to deliver both on-site and virtual interpreting services, including technology platforms used and protocols for urgent requests.
  - e. Provide a list of languages currently supported for the requested services.
  - f. Describe your current approach for managing translations in less common or specialized languages.

F. VALUE ADDED/ADDITIONAL SERVICES (OPTIONAL)

1. The University is interested in maximizing professional services contracts as they relate to achieving additional value that would further benefit the University and its operations. As such, Suppliers are encouraged to consider, develop, and propose value-added concepts, programs, components, and the like that would further enhance the request represented in this RFP.



- a. If available, describe any value added/additional services/functionality that the Supplier suggests for the University for this solution. Pricing on such value-added options shall be included in section IV, cost proposal. This pricing shall be clearly identified as value added/optional.
- b. Describe any other designations, certifications, or licenses that the Supplier possesses that are related to this implementation and ongoing solution.
- c. Describe any solutions to issues that the Supplier believes the University will encounter with this program.

#### **SECTION IV**

#### **COST PROPOSAL**

- A. Supplier proposes to furnish all labor, personnel, materials, travel, transportation, mileage, fuel, parking, equipment, equipment rental, internet, taxes, permits, licenses, insurance, and/or any other overhead expenses necessary to perform all the work required for ASL and multi-lingual interpreting services defined here in. All costs as defined above shall be included in the rates provided.
- B. Provide a rate sheet that details your company's pricing structure for services relevant to the goals objectives and deliverables defined in Section III, Scope of Work.
- C. Include descriptions of deliverables and services to be provided along with a breakdown of how your company charges for services:
  1. Provide a price list of weekday, day and evening, weekend and holiday hourly rates. Confirm the hours of the day that qualify for day versus evening.
  2. Provide rates for less than twenty-four (24)-hour notice and cancellations.
  3. The University will pay for required books listed for classes if an interpreter requests books for prep information.

The remainder of this page was intentionally left blank.

## REFERENCES

|    |                                                |       |
|----|------------------------------------------------|-------|
| 1. | Company Name                                   | _____ |
|    | Address                                        | _____ |
|    | Contact Person                                 | _____ |
|    | Telephone                                      | _____ |
|    | Email                                          | _____ |
|    | Describe length of time and services performed | _____ |
| 2. | Company Name                                   | _____ |
|    | Address                                        | _____ |
|    | Contact Person                                 | _____ |
|    | Telephone                                      | _____ |
|    | Email                                          | _____ |
|    | Describe length of time and services performed | _____ |
| 3. | Company Name                                   | _____ |
|    | Address                                        | _____ |
|    | Contact Person                                 | _____ |
|    | Telephone                                      | _____ |
|    | Email                                          | _____ |
|    | Describe length of time and services performed | _____ |

## **SECTION VI**

### **EVALUATION OF PROPOSALS**

The University intends to award the contract to at least one (1) Supplier for the requested solution indicated in this solicitation and deemed in the best interest of the University. The University also reserves the right to award to one (1) or more Suppliers, if deemed in the best interest of the University. The University also reserves the right to utilize other services in conjunction with the awarded Supplier(s) programs if deemed in the best interest of the University. Those proposals that are clearly non-responsive to the stated requirements may be eliminated prior to evaluation.

An award under this solicitation does not guarantee any minimum level of business, purchase volume, commitment of funds or exclusivity. Services will be requested on an as-needed basis.

1. The following evaluation criteria will be considered responses are reviewed. The order of the criteria noted below does not indicate order of importance:
  - a. Supplier meets the minimum mandatory qualifications
  - b. Supplier's experience with similar services
  - c. Costs/rates for services

## **SECTION VII**

### **MODEL FORMAT OF PROPOSALS**

To simplify the review process and obtain the maximum degree of comparability, proposals ***must*** be organized in the manner specified below.

Responses to this RFP **shall not exceed twenty-five (25) pages**, single sided, including all solution information, company information, visuals/prints screens, white papers, signature pages (as required), etc.

#### **A. TITLE PAGE**

1. Show the solicitation subject, the name of the proposing Supplier, address, telephone number, name of the contact person and the date.

#### **B. TABLE OF CONTENTS**

1. Include a clear identification of the material by section and by page number.

#### **C. LETTER OF TRANSMITTAL – Limit to three (3) pages.**

1. Briefly state the Supplier's understanding of the work to be done and describe in detail the Supplier's ability to fulfil the scope of services and solution requested by the University.
2. State the names of the persons who will be authorized to make representations for the Supplier, their titles, addresses, phone numbers, and email addresses.

D. COMPANY INFORMATION

1. Describe the company's business and background including the number of years in business, qualifications, and experience with similar contracts/agreements.
  - a. Confirm the company has been engaged in the business of providing the services described in this solicitation.
2. Details about ownership of the company.
3. Size of company, including number of offices and number of employees.
4. Location(s) of offices identify which will be the primary location for the University's account.
5. Primary contact information for the company including contact name(s) and title(s), mailing address, phone number(s) and email address(es) and the individual(s) who will be directly servicing our account.

E. SUPPLIER'S APPROACH

1. Submit a work plan to accomplish the scope and services defined within.
2. Responses should be formatted in order, labeled as such, and follow the exact sequence of the solicitation.
3. Clarification questions and requests for information throughout the solicitation shall be clearly labeled with the section and subsection number and include the Supplier's response/information.
4. Any and all assumptions shall be clearly stated in the Supplier's response. Assumptions that are not clearly indicated, but raised later in the award process, may be grounds for the Supplier's response to be considered non-responsive.

F. RESPONSES AND SUPPORTING DOCUMENTATION FOR SCOPE OF WORK

1. For each section and subsection contained within the Section III, Scope of Work, clearly indicate your ability to meet the required and preferred features. Also, describe and/or provide visuals, screen shots, sample reports, etc. to support your response.

G. REFERENCES

1. Submit completed reference form.

H. COST PROPOSAL

1. Provide a cost proposal as identified in Section IV.

I. PROPOSAL FORM AND FEDERAL CERTIFICATION FORMS

1. Provide fully completed and signed forms.

J. VALUE ADDED/ADDITIONAL SERVICES

1. Provide a description of value added or additional services not included in the scope of work.

K. EXHIBITS

1. The content of this tab is left to the Supplier's discretion. However, the Supplier should limit materials included here to those that will be helpful to the University in understanding the services provided for this specific agreement and/or the abilities and qualifications of the Supplier.

The remainder of this page intentionally left blank.

## **Appendix 1**

### **Federal Clauses**

#### **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-Contracts, leases, subcontracts, arrangements, other third party Contracts 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.

#### **AMERICANS WITH DISABILITIES ACT (ADA)**

The contractor agrees to comply with the requirements of 49 U.S.C. § 5301 (d), which states the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The contractor also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

#### **BUY AMERICA REQUIREMENTS**

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661 and 2 CFR § 200.322 Domestic preferences for procurements, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C), 49 U.S.C. § 5323(u) and 49 C.F.R. § 661.11. The bidder or supplier must submit to the Agency the appropriate Buy America certification. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

#### **BYRD ANTI-LOBBYING AMENDMENT**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Agency."

#### **CARGO PREFERENCE REQUIREMENTS**

The contractor agrees:

- a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA Recipient (through the contractor in the case of a subcontractor's bill-of-lading.); and
- c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment,

material, or commodities by ocean vessel.

## CIVIL RIGHTS LAWS AND REGULATIONS

The following Federal Civil Rights laws and regulations apply to all contracts.

**1 Federal Equal Employment Opportunity (EEO) Requirements.** These include, but are not limited to:

a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.

b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

**2 Nondiscrimination on the Basis of Sex.** Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

**3 Nondiscrimination on the Basis of Age.** The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

**4 Federal Protections for Individuals with Disabilities.** The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

### Civil Rights and Equal Opportunity

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C.

§ 5323(h)(3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, 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.

**5. Promoting Free Speech and Religious Liberty.** The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

## **CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of \$150,000:

### Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

### Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA."

## **CONFORMANCE WITH ITS NATIONAL ARCHITECTURE**

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

## **DEBARMENT AND SUSPENSION**

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

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) The accompanying certification is a material representation of fact relied upon by the subrecipient. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Agency and subrecipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

## **DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

The contractor or subcontractor 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 C.F.R. part 26 in the award and administration of DOT-assisted contracts. 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 Agency deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments; (2) Assessing sanctions; (3) Liquidated damages; and/or (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 C.F.R. § 26.29(a).

Finally, for contracts with defined DBE contract goals, each FTA Recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency's written consent; and that, unless the Agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

It is the policy of the Agency and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

## **DHS SEAL, LOGO, AND FLAGS**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FTA pre-approval.

## **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.

## **EQUAL EMPLOYMENT OPPORTUNITY**

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

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

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

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

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

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

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

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

## **FEDERAL CHANGES**

49 CFR Part 18 Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

## **FLY AMERICA**

a) Definitions. As used in this clause—

1) "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. 2) "United States" means the 50 States, the District of Columbia, and outlying areas. 3) "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencies, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

### Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

e) Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

## **INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

Incorporation of Federal Transit Administration (FTA) Terms - The provisions within 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 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 Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

## **NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

The Agency 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 Agency, 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.

## **NOTIFICATION TO FTA**

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its sub agreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.

(3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

## **PROCUREMENT OF RECOVERED MATERIALS**

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.”

## **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract.”

## **PROMPT PAYMENT**

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor’s receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor’s work related to this contract is satisfactorily completed.

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

## **SAFE OPERATION OF MOTOR VEHICLES**

### **Seat Belt Use**

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or Agency.

### **Distracted Driving**

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

## **SPECIAL NOTIFICATION REQUIREMENTS FOR STATES**

Applies to States –

a. To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:

- (1) The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;
- (2) The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized;

and

- (3) The amount of federal assistance FTA has provided for a State Program or Project.

b. Documents - The State agrees to provide the information required under this provision in the following documents: (1) applications for federal assistance,

(2) requests for proposals or solicitations, (3) forms, (4) notifications, (5) press releases, and (6) other publications.

## **SIMPLIFIED ACQUISITION THRESHOLD**

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317–200.327.

The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America's eligibility and process requirements apply to any procurement in excess of \$150,000. 49 U.S.C. § 5323(j)(13).

## **TERMINATION**

### 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 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.

### Termination for Convenience (Professional or Transit Service Contracts)

The Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Agency's interest. If this contract is terminated, the Agency shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

### Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after

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

#### Termination for Default (Transportation Services)

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Agency or its agent. The Contractor and Agency shall agree on payment for the preservation and protection of goods.

Failure to agree on an amount will be resolved under the Dispute clause.

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

#### Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Agency may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Agency resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Agency in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if: 1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and 2. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract. 3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Agency.

#### Termination for Convenience or Default (Architect and Engineering)

The Agency may terminate this contract in whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency shall 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 shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Agency's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Agency

#### Termination for Convenience or Default (Cost-Type Contracts)

The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Agency or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Agency and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of Agency, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a Notice of Termination for Default, the Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

## **VIOLATION AND BREACH OF CONTRACT**

### Rights and Remedies of the Agency

The Agency shall have the following rights in the event that the Agency deems the Contractor guilty of a breach of any term under the Contract.

1. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors; 2. The right to cancel this Contract as to any or all of the work yet to be performed; 3. The right to specific performance, an injunction or any other appropriate equitable remedy; and 4. The right to money damages.

For purposes of this Contract,

breach shall include. Rights and

### Remedies of Contractor

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

### Remedies

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

### Disputes

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by an authorized representative of Agency. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Agency's authorized representative. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Agency's authorized representative shall be binding upon the Contractor and the Contractor shall abide by the decision.

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

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

### Performance during Dispute

Unless otherwise directed by Agency, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

### Claims for Damages

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

### Remedies

Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Agency and the Contractor arising out of or relating to this Contract or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Agency is located.

### Rights and Remedies

The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Agency or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.



**Appendix 2**  
**Federal Certifications**

**CERTIFICATION AND RESTRICTIONS ON LOBBYING**

I, \_\_\_\_\_ hereby certify  
(Name and title of official)

On behalf of \_\_\_\_\_ that:  
(Name of Bidder/Company Name)

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Name of Bidder/Company Name: \_\_\_\_\_

Type or print name: \_\_\_\_\_

Signature of authorized representative: \_\_\_\_\_ Date \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Signature of notary and SEAL: \_\_\_\_\_



**GOVERNMENT-WIDE DEBARMENT AND SUSPENSION  
(NONPROCUREMENT)**

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

(1) It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,

(2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:

- a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
  1. Debarred,
  2. Suspended,
  3. Proposed for debarment,
  4. Declared ineligible,
  5. Voluntarily excluded, or
  6. Disqualified,
- b. Its management has not within a three year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
  1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
  2. Violation of any Federal or State antitrust statute, or,
  3. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,
- c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,
- d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
- e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,
- f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
  1. Equals or exceeds \$25,000,,
  2. Is for audit services, or,
  3. Requires the consent of a Federal official, and
- g. It will require that each covered lower tier contractor and subcontractor:
  1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
  2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
    - a. Debarred from participation in its federally funded Project,
    - b. Suspended from participation in its federally funded Project,
    - c. Proposed for debarment from participation in its federally funded Project,
    - d. Declared ineligible to participate in its federally funded Project,
    - e. Voluntarily excluded from participation in its federally funded Project, or
    - f. Disqualified from participation in its federally funded Project, and
  3. It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

(3) It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

**Certification**

Contractor: \_\_\_\_\_

Signature of Authorized Official: \_\_\_\_\_ Date \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Name and Title of Contractor's Authorized Official: \_\_\_\_\_

**BUY AMERICA CERTIFICATION**  
**STEEL OR MANUFACTURED PRODUCTS**

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General Requirement (as stated in 49 CFR 661.5)

- a. Except as provided in 49 CFR 661.7 and 49 CFR 661.11, no funds may be obligated by FTA for a grantee project unless all iron, steel, and manufactured products used in the project are produced in the United States.
- b. All steel and iron manufacturing processes must take place in the United States, except metallurgical processes involving refinement of steel additives.
- c. The steel and iron requirements apply to all construction materials made primarily of steel or iron and used in infrastructure projects such as, transit or maintenance facilities, rail lines, and bridges. These items include, but are not limited to, structural steel or iron, steel or iron beams and columns, running rail and contact rail. These requirements do not apply to steel or iron used as components or subcomponents of other manufactured products or rolling stock, or to bimetallic power rail incorporating steel or iron components.
- d. For a manufactured product to be considered produced in the United States:
  - 1. All of the manufacturing processes for the product must take place in the United States; and
  - 2. All of the components of the product must be of U.S. origin. A component is considered of U.S. origin if it is manufactured in the United States, regardless of the origin of its subcomponents.

If steel, iron, or manufactured products (as defined in 49 CFR 661.3 and 661.5) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder or supplier in accordance with the requirement contained in 49 CFR 661.13(b).

**Certificate of Compliance with Buy America Requirements**

The bidder or supplier hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Company \_\_\_\_\_

Name and Title of Supplier's Authorized Official \_\_\_\_\_

Signature of Authorized Official \_\_\_\_\_

Date \_\_\_\_\_

**Certificate of Non-Compliance with Buy America Steel or Manufactured Products Requirements**

The bidder or supplier hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 C.F.R. 661.7.

Company \_\_\_\_\_

Name and Title of Supplier's Authorized Official \_\_\_\_\_

Signature of Authorized Official \_\_\_\_\_

Date \_\_\_\_\_

**Exhibit A**

**FORM OF PROPOSAL  
THE UNIVERSITY OF WYOMING**

Procurement and Payment Services  
University of Wyoming  
1000 E. University  
Laramie, WY 82071

**To Mrs. Kelly L. Wooden:**

The undersigned Supplier, having read the terms and conditions, together the Federal Clauses Appendix A, with all addenda and being acquainted with and fully understanding the requirements, will submit our proposal as specified above to the University of Wyoming site on BidNet Direct prior to **2:00 PM MT, Tuesday, September 29, 2026**. At that date/time the RFP will be opened and the name of the individual/entities that have submitted proposals will be read with no other information being disclosed at that time.

The Supplier acknowledges receipt of the following addenda:

\_\_\_\_\_

The Supplier has identified clearly any variations between its proposal and the RFP and has broken down the costs per function. The University prefers to purchase all functions from the same Supplier; however, the University reserves the right to award the contract either in whole, in part or with multiple awards, consistent with the best interest of the University. The Supplier understands that the University reserves the right to consider the capabilities of the organization, as well as the amounts of the various proposals. The University further reserves the right to accept or reject any and all proposals and to waive any irregularities or informalities and to award the contract in the best interest of the University.

Sincerely,

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
E-mail address