SUWANNEE VALLEY TRANSIT AUTHORITY MONTHLY MEETING OF THE BOARD OF DIRECTORS SUWANNEE VALLEY TRANSIT AUTHORITY 1907 VOYLES STREET, SW LIVE OAK, FL 32064



TENTATIVE AGENDA FOR MAY 12, 2025, AT 6:00 P.M.

Invocation
Pledge to American Flag

ATTENTION

- The Board may add additional items to this agenda.
- Affirmative action on any item includes authorization of the Chairman's, or designee's, signature on all associated documents.
- Speakers from the audience will be allowed three (3) minutes to speak following recognition by the Chairman. Speakers may only make one (1) trip to the podium regarding each item they wish to speak on. They shall complete one comment card for each item and submit the card(s) to the Chairman before the meeting is called to order.

APPROVAL OF MINUTES

1. April 14, 2025, Regular Meeting

Pages 1-5 Don Hale

PUBLIC CONCERNS AND COMMENTS - 3 Minute Limit

CONSENT

TIME SPECIFIC ITEMS

STAFF ITEMS

2. Financial Update

Pages 6-13 Monica Marquardt

BOARD MEMBER ITEMS

BOARD ATTORNEY ITEMS

DISCUSSION AND ACTION ITEMS

3. RFP Draft for SVTA/Board Attorney

Pages 14-30 Candice Kennon & Monica Marquardt Pages 31-33 Candice Kennon &

4. ADP Increase/Remote HR Assistant

Monica Marquardt

SUWANNEE VALLEY TRANSIT AUTHORITY MONTHLY MEETING OF THE BOARD OF DIRECTORS SUWANNEE VALLEY TRANSIT AUTHORITY 1907 VOYLES STREET, SW LIVE OAK, FL 32064



GENERAL BUSINESS

- 5. Additional Agenda Items. The Chairman calls for additional items.
- 6. Board Members' Inquiries, Requests, and Comments
- 7. Administrator's Comments

Upcoming meeting: July 14, 2025, at 6:00 P.M.

2025 Meeting Schedule

January 13th
February 10th
March 10th
April 14th
May 12th
July 14th
August 11th
September 8th
November 3rd

<u> 2026</u>

January 12th



MINUTES of the GOVERNING BOARD OF DIRECTORS

6:00 p.m.

OPENING AND INVOCATION:

The Governing Board of Directors of the Suwannee Valley Transit Authority met on the above date and time for a regular meeting.

Chairperson Don Hale called the meeting to order at 6:00 p.m. and asked Secretary Eric Musgrove to lead the invocation and Pledge of Allegiance to the Flag of the United States of America.

ATTENDING:

The following Board members were present: Chairperson Don Hale and Commissioners Everett Phillips, Tim Murphy, Robby Roberson, James Howell, and Leo Mobley.

Also present were Board Attorney Hal Airth, Board Secretary Eric Musgrove, SVTA Administrator Candice Kennon, and SVTA employees Monica Marquardt and Nick Furst.

APPROVAL OF MINUTES:

<u>The first item on the agenda</u> was to approve the minutes of the February 10, 2025 Regular Meeting.

Commissioner Phillips moved to approve the minutes of the February 10, 2025 Regular Meeting as written. Commissioner Roberson seconded, and the motion carried unanimously.

PUBLIC CONCERNS AND COMMENTS:

There were none.

CONSENT:

There were none.

TIME SPECIFIC ITEMS:

There were none.

STAFF ITEMS:

The second item on the agenda was a Financial Update.

Mrs. Marquardt noted that there was nothing unusual in the update, mentioning that there was an additional sheet that provided monthly invoices that were still outgoing. She then updated the Authority on various grants, noting that it was now taking approximately 190 days for fuel tax reimbursements.

Discussion ensued on various aspects of the Financial Report and reimbursements.

BOARD MEMBER ITEMS:

Chairman Hale appreciated all the employees for their hard work.

BOARD ATTORNEY ITEMS:

Attorney Airth submitted his resignation after 27 years with the Transit Authority, effective June 1, and thanked the Authority for his time.

The Authority thanked Attorney Airth for his service.

DISCUSSION AND ACTION ITEMS:

<u>The third item on the agenda</u> was to discussion the Shirley Conroy Rural Area Capital Assistance Grant Application – Resolution #2025-26.

Mrs. Marquardt stated that the application deadline was due before the next regular SVTA meeting. She added that there were limited funds to be doled out.

Commissioner Murphy moved to approve the Shirley Conroy Rural Area Capital Assistance Grant Application – Resolution #2025-26. Commissioner Mobley seconded, and the motion carried unanimously.

<u>The fourth item on the agenda</u> was to discuss the annual review of the Security Program Plan (SPP).

Administrator Kennon noted that the plan was confidential to the public and had been updated for this year. She added that it had not been updated the previous year, before she had become administrator, and that it was a security plan for active shooters, terrorism, etc.

Discussion ensued on the SPP and the related SSPP, which was viewable by staff.

<u>The fifth item on the agenda</u> was to discuss moving monthly Board meetings to every other month.

Administrator Kennon believed that it was not necessary to have meetings every month, and shifting to every other month would help her staff. She suggested meeting on the odd months along with August, to allow for budget discussions and approval.

Commissioner Murphy moved to shift to meeting every other month, beginning in May (with a meeting also in August to discuss the budget). Commissioner Phillips seconded, and the motion carried unanimously.

<u>The sixth item on the agenda</u> was to discuss removing President's Day as a holiday and replacing it with New Year's Eve as a holiday to be more in sync with counties.

Administrator Kennon suggested shifting the holidays to be more in line with the member counties. Most of her employees were fine with the change.

Commissioner Phillips moved to remove President's Day as a holiday and replacing it with New Year's Eve as a holiday to be more in sync with counties. Commissioner Howell seconded, and the motion carried unanimously.

GENERAL BUSINESS:

The seventh item on the agenda was additional agenda items.

There were none.

The eighth item on the agenda was Board Inquiries, Requests, and Comments.

There were none.

The ninth item on the agenda was Administrator's comments.

Administrator Kennon noted a \$20,000 workers' compensation insurance check that had been paid since the last meeting due to an oversight. She added that there were unnecessary expenses that were reduced through oversight and consolidation.

After questioning, Administrator Kennon stated that she had been in contact with the Florida Retirement System to verify that everything was paid up for the employees and was in the process of reviewing it in further detail.

Brief discussion ensued about cutting expenses and that those savings could be used for upgrading other aspects of the office, such as live camera feeds from the vehicles.

Administrator Kennon stated that she was in the process of having a QR code placed on vehicles to allow payment over the phone by the riders, and she was asking for a credit card limit increase from \$5,000 to \$20,000 due to various large expenses.

Mrs. Marquardt explained the credit card usage and that the balance was paid off at the end of each month.

Some discussion ensued on the credit card and purchase order procedures.

Administrator Kennon noted that she had been accepted to the Transit Emerging Leadership Experience, which would be held at different locations over four different weeks.

By consensus, the Authority agreed to have the Chairman sign the letter authorizing Administrator Kennon to attend the Transmit Emerging Leadership Experience.

Administrator Kennon stated that five new buses would be received over the next month or so, thanked staff for their work at the Suwannee County Fair, discussed staff supervisory and active shooter training, and RFP advertising for a new attorney.

After questioning, Attorney Airth agreed to assist the Transit Authority through the process of hiring a new attorney.

Page 5 April 14, 2025 Suwannee Valley Transit Authority Conference Room Live Oak, Florida

Discussion ensued on the process for hiring a new attorney and the possibility of interviewing possible candidates.

Administrator Kennon stated that she would come back to the next meeting with further information on the attorney process. She added that she had also advertised for an HR Coordinator.

The Authority thanked Attorney Airth for his many years of service.

ADJOURNMENT:

Commissioner Murphy moved to adjourn the meeting. Commissioner Phillips seconded, and the motion carried unanimously.

There being no further business to discuss, the meeting adjourned at 7:01 p.m.

Approved and adopted the day of _	, 2025
Eric Musgrove	Don Hale
Secretary to the Board	Chair, Board of Directors

Suwannee Valley Transit Authority Transaction List by Date April 2025

Type	Number	Date	Name	Paid Amount
Payroll Liability	Bank Draft	4/10/2025	Payroll	\$ (27,171.59)
Payroll Liability	Bank Draft	4/10/2025	Payroll Taxes	\$ (7,493.53)
Payroll Liability	Bank Draft	4/23/2025	Payroll	\$ (26,576.78)
Payroll Liability	Bank Draft	4/24/2025	Payroll Taxes	\$ (7,371.62)
				\$ (68,613.52)

Туре	Date	Num	Name	Paid	Amount
Bill Pmt -Check	04/01/2025	21870	G.W. Hunter, Inc.	\$	(4,938.57)
Bill Pmt -Check	04/01/2025	21871	Innovative Network, Inc	\$	(1,915.00)
Bill Pmt -Check	04/01/2025	21872	Jim Hinton Oil Company	\$	(3,026.17)
Bill Pmt -Check	04/01/2025		Live Oak Auto Parts, Inc.	\$	(514.70)
Bill Pmt -Check	04/01/2025		McCrimon's Office Systems, Inc	\$	(33.00)
Bill Pmt -Check	04/01/2025		Preferred Governmental Insurance Trust	\$	(2,443.00)
Bill Pmt -Check	04/01/2025		Seaman's Aqua Clean	\$	(35.00)
Bill Pmt -Check	04/01/2025		Walt's Live Oak Ford	\$	(729.60)
Bill Pmt -Check	04/01/2025		Advance Auto Parts	\$	(290.98)
Bill Pmt -Check	04/14/2025		ABC Bus, Inc	\$	(391.52)
Bill Pmt -Check		21880	Baya Urgent Care LLC	\$	(220.00)
Bill Pmt -Check	04/14/2025		Unifirst Corporation	\$	(468.83)
Bill Pmt -Check	04/14/2025		Rumberger, Kirk & Caldwell	\$	(375.00)
Bill Pmt -Check	04/14/2025		Live Oak Auto Parts, Inc.	\$	(49.11)
Bill Pmt -Check	04/14/2025		Morrell's Home Furnishings	\$	(100.00)
Bill Pmt -Check	04/14/2025		Jim Hinton Oil Company	\$	(3,086.98)
Bill Pmt -Check	04/14/2025		Hal A. Airth Attorney at Law	<u>Ψ</u> \$	(3,600.00)
Bill Pmt -Check	04/14/2025		Fussell Tire Pros	<u>Ψ</u> \$	(455.20)
Bill Pmt -Check	04/24/2025		ABC Bus, Inc	<u>Ψ</u> \$	(67.16)
Bill Pmt -Check	04/24/2025		First Federal Bank	<u>Ψ</u> \$	(282.60)
Bill Pmt -Check	04/24/2025		Jim Hinton Oil Company	• \$	(3,080.53)
Bill Pmt -Check	04/24/2025		Live Oak Auto Parts. Inc.	 \$	
Bill Pmt -Check	04/24/2025		Unifirst Corporation		(25.22)
Bill Pmt -Check				\$	
	04/30/2025		Eric Musgrove	\$	(275.00)
Bill Pmt -Check Bill Pmt -Check	04/30/2025		Pioneer Janitorial Service Unifirst Corporation	<u>\$</u> \$	(1,180.00)
	04/30/2025				(62.46)
Bill Pmt -Check	04/30/2025		Walthall Oil Company	\$	(1,106.33)
Bill Pmt -CCard		Credit Card	Hilton Hotels	\$	(455.71)
Bill Pmt -CCard	04/01/2025		Hilton Hotels	\$	(398.00)
Bill Pmt -CCard		Credit Card	Global Industrial	\$	(1,388.48)
Bill Pmt -CCard		Credit Card	Bestar Company	\$	(727.00)
Bill Pmt -CCard		Credit Card	Office Depot	\$	(226.82)
Bill Pmt -CCard		Credit Card	Florida Public Transportation Association	\$	(75.00)
Bill Pmt -CCard		Credit Card	Vault Workforce Screening	\$	(105.00)
Bill Pmt -CCard		Credit Card	Verizon Wireless	\$	(623.35)
Bill Pmt -CCard		Credit Card	Harbor Freight	\$	(209.97)
Bill Pmt -CCard		Credit Card	Verizon Wireless	\$	(520.52)
Bill Pmt -CCard		Credit Card	DMS-Division of Telecommunications(SUNCOM	\$	(2.87)
Bill Pmt -CCard		Credit Card	DMS-Division of Telecommunications(SUNCOM	\$	(4.21)
Bill Pmt -CCard		Credit Card	United States Postal Service	\$	(27.20)
Bill Pmt -CCard		Credit Card	Foxster Opco LLC	\$	(1,078.59)
Bill Pmt -CCard		Credit Card	Global Industrial	\$	(352.14)
Bill Pmt -CCard		Credit Card	Vault Workforce Screening	\$	(70.00)
Bill Pmt -Check	04/01/2025		O'Reilly Auto Parts	\$	(93.20)
Bill Pmt -Check	04/02/2025		Guardian	\$	(1,228.60)
Bill Pmt -Check	04/04/2025		ADP, Inc	\$	(91.55)
Bill Pmt -Check	04/04/2025		ADP, Inc	\$	(248.85)
Bill Pmt -Check	04/07/2025		Comcast	\$	(749.95)
Bill Pmt -Check	04/07/2025		Comcast Business	\$	(794.25)
Bill Pmt -Check	04/07/2025		Florida Retirement System	\$	(9,882.08)
Bill Pmt -Check	04/07/2025	Draft	Florida Retirement System	\$	(1,856.04)
Bill Pmt -Check	04/07/2025	Draft	Quill LLC	\$	(713.41)
Bill Pmt -Check	04/08/2025	Draft	Advance Auto Parts	\$	(39.99)
Bill Pmt -Check	04/08/2025	Draft	O'Reilly Auto Parts	\$	(16.66)

Suwannee Valley Transit Authority Transaction List by Date April 2025

Bill Pmt -Check	04/10/2025	Draft	City of Live Oak	\$ (318.87)
Bill Pmt -Check	04/11/2025	Draft	FPL	\$ (642.90)
Bill Pmt -Check	04/14/2025	Draft	First Federal Bank	\$ (2,529.66)
Bill Pmt -Check	04/18/2025	Draft	ADP, Inc	\$ (245.52)
Bill Pmt -Check	04/23/2025	Draft	Globe Life Liberty National Division	\$ (1,542.03)
Bill Pmt -Check	04/23/2025	Draft	Guardian	\$ (479.46)
Bill Pmt -Check	04/24/2025	Draft	Advance Auto Parts	\$ (28.59)
Bill Pmt -Check	04/24/2025	Draft	FPL	\$ (702.98)
Bill Pmt -Check	04/24/2025	Draft	Pitney Bowes Bank Inc Purchase Power	\$ (100.00)
Bill Pmt -Check	04/24/2025	Draft	Transamerica Life Insurance Company	\$ (299.51)
Bill Pmt -Check	04/24/2025	Draft	UHS Billing	\$ (9,596.32)
Bill Pmt -Check	04/29/2025	Draft	Florida Retirement System	\$ (12,232.37)
Bill Pmt -Check	04/30/2025	Draft	AFLAC	\$ (1,948.53)
Bill Pmt -Check	04/30/2025	Draft	Quill LLC	\$ (573.55)
			Total Check Write - April 2025	\$ (82,096.61)

April 2025 Total Paid Out

\$ (82,096.61)

Suwannee Valley Transit Authority Profit & Loss October 2024 through April 2025

_	Oct '24 - Apr 25	
inary Income/Expense		
Disability Determinations	35.14	
3685061 · Returned Check Charges	11.00	
4000 · Sources of Funds		
4100 · Directly Generated Funds		
4110 · Passenger Fares		
4111 · Passenger-Paid Fares	18,974.65	
Total 4110 · Passenger Fares	18,974.65	
4150 · Other Agency Revenues		
4151 · Maintenance Services	548.92	
4152 · Donations	7,470.00	
4159 · Interest Income	7,077.43	
Total 4150 · Other Agency Revenues	15,096.35	
4160 · Revenues Accured PT Agreement		
4160.1 · CDC+	6,492.50	
4160.2 · Medwaiver	94,038.60	
4160.3 · Ryan White	409.50	
4160.4 · SREC	14,583.31	
Total 4160 · Revenues Accured PT Agreement	115,523.91	
4190 · Total Recoveries	2,117.36	
Total 4100 · Directly Generated Funds	151,712.27	
4200 Legal Covernment Frieds		
4300 · Local Government Funds 4400 · State Government Funds		
	287,504.48	
4400.1 · Trip & Equipment 4430 · Extraordinary & Special Items	11,770.75	
4400 · State Government Funds - Other	3,750.00	
4400 Glate Government Lands Glater		
Total 4400 · State Government Funds	303,025.23	
4300 · Local Government Funds - Other	83,094.30	
Total 4300 · Local Government Funds	386,119.53	
4500 · Federal Funds		
4500.1 · 5311-FTA Rural Area		
G1M7567 · 5311 G1M75, G1M76, G1M77	22,593.88	
G2R40 · 5311 G2R40	58,553.12	
4500.1 · 5311-FTA Rural Area - Other	141,711.00	
Total 4500.1 · 5311-FTA Rural Area	222,858.00	
4500.2 · 5310 FTA Enhanced Mobility		
G2704 · 5310 - G2704	-159.12	
Total 4500.2 · 5310 FTA Enhanced Mobility	-159.12	
4500.3 · 5339 Bus & Bus Facilities Funds	191,621.21	
Total 4500 · Federal Funds	414,320.09	
4630 · Sales & Disposals of Assets	14,986.38	
•	,	
Total 4000 · Sources of Funds	967,138.27	
otal Income	967,184.41	

Suwannee Valley Transit Authority Profit & Loss

-	Oct '24 - Apr 25
nse	
00 · Operating Expenses	
5010 · Labor 5011 · Salary & Wages	
5011.1 · Operations Salary & Wages	361,617.63
5011.2 · Maintenance Salary & Wages	59,784.14
5011.4 · General Admin-Salary & Wages	62,043.39
Total 5011 · Salary & Wages	483,445.16
Total 5010 · Labor	483,445.16
Total 50 To - Labor	403,443.10
5015 · Fringe Benefits	
5015.1 · Employment Taxes	
5015.12 · Federal Taxes	
5015121 · Federal-Operations	940.54
5015122 · Federal-Maintenance	112.78
5015124 · Federal-General Administration	136.83
Total 5015.12 · Federal Taxes	1,190.15
5015.13 · Medicare Taxes	
5015.13 · Medicare Taxes 5015131 · Medicare-Operations	5,016.12
5015131 · Medicare-Operations 5015132 · Medicare-Maintenance	823.66
5015132 · Medicare-Maintenance 5015134 · Medicare-General Admin	977.64
Total 5015.13 · Medicare Taxes	6,817.42
5015.14 · Social Security Taxes	
5015141 Social Security-Operations	21,447.92
5015142 · Social Security-Maintenance	3,521.65
5015144 · Social Security-General Admin	4,180.33
Total 5015.14 · Social Security Taxes	29,149.90
Total 5015.1 · Employment Taxes	37,157.47
	01,101.11
5015.21 · Medical-Health Expenses	40.707.00
5015211 · Medical-Operations	48,727.22
5015212 · Medical-Maintenance	12,181.18
5015214 · General Admin-Health	10,441.44
5015.21 · Medical-Health Expenses - Other	-16,046.71
Total 5015.21 · Medical-Health Expenses	55,303.13
5015.22 · Dental & Vision-Health Expenses	
5015221 · Dental & Vision - Operations	647.96
5015222 · Dental & Vision - Maintenance	126.80
5015222 Dental & Vision - Maintenance	13.90
Total 5015.22 · Dental & Vision-Health Expenses	788.66
•	
5015.23 · TransAmerica-Health Expenses	107.05
5015231 · TransAmerica-Operations	187.85
5015232 · TransAmerica-Maintenance	38.01
5015234 · TransAmerica-General Admin	16.95
Total 5015.23 · TransAmerica-Health Expenses	242.81
5015.24 · Aflac - Health Expense	
5015241 · Aflac-Operations	4,574.33
5015241 Allac-Operations 5015242 · Aflac - Maintenance	385.89
5015244 · Aflac - General Administration	883.16
Total 5015.24 · Aflac - Health Expense	5,843.38

Suwannee Valley Transit Authority Profit & Loss

	Oct '24 - Apr 25
5015.25 · Liberty National-Health Expense	
5015251 Liberty National-Operations	1,214.35
5015252 · Liberty National-Maintenance	337.40
5015254 · Liberty National-General Admin.	62.04
Total 5015.25 · Liberty National-Health Expense	1,613.79
5015.3 · Retirement Costs/Pension Plans 5015.31 · Retirement/Pension-Operations	33,819.55
5015.32 · Retirement/Pension-Maintenance	3,977.68
5015.34 · Retirement/Pension-General Admi	3,613.81
5015.3 · Retirement Costs/Pension Plans - Other	36,575.16
Total 5015.3 · Retirement Costs/Pension Plans	77,986.20
	,
5015.4 · Other Fringe Benefits	345.00
5015.41 · Other Fringe Benefits-Operation	
5015.42 · Other Fringe Benefits-Maint	1,329.51
Total 5015.4 · Other Fringe Benefits	1,674.51
Total 5015 · Fringe Benefits	180,609.95
5020 · Services	
5020.1 · Drug & Alcohol Screenings	659.00
5020.10 · Pest Control	564.48
5020.11 · Custodial Services	4,130.00
5020.12 · Shredding Services	230.58
5020.13 · Generator Services	674.00
5020.15 · Generator Services	922.00
5020.2 · Background Screenings	172.68
5020.3 · Medical Examination	1,540.00
	1,660.00
5020.4 · Legal Services	1,375.00
5020.5 · Board Secretary	13,584.88
5020.6 · Information Technology	13,304.00
5020.9 · Finance & Accounting Services 5020.91 · Payroll Services	4.439.29
	,
Total 5020.9 · Finance & Accounting Services	4,439.29
Total 5020 · Services	29,951.91
5030 · Materials and Supplies	
5031 Fuel & Lubricants	
5031.1 · Fuel & Lubricants-Revenue Vehic	56,501.95
5031 · Fuel & Lubricants - Other	4,770.53
Total 5031 · Fuel & Lubricants	61,272.48
	24.95
5031.2 · Fuel & Lubricants-Non Revenue V	24.90
5032 · Tires & Tubes Expense	2 500 20
5032.1 · Tires and Tubes-Revenue Vehicle 5032.2 · Tires and Tubes-Non Revenue Veh	2,500.29 455.20
Total 5032 · Tires & Tubes Expense	2,955.49
Total 5030 · Materials and Supplies	64,252.92
5039 · Other Materials and Supplies	
5039.2 · Vehicle Maintenance	
5039.2b · Vehicle Maint & Repair	
50392b1 · Parts	12,625.54
5039.2b · Vehicle Maint & Repair - Other	37.44
Total 5039.2b · Vehicle Maint & Repair	12,662.98
Total 5039.2 · Vehicle Maintenance	12,662.98
TOTAL OUDS.E VEHICLE MAINTENANCE	12,002.00

Suwannee Valley Transit Authority Profit & Loss

_	Oct '24 - Apr 25
5039.3 · Facility Maintenance	
5039.3e · Materials & Supplies - Maint.	
50393e1 · Janitorial Supplies	153.00
5039.3e · Materials & Supplies - Maint Other	376.47
Total 5039.3e · Materials & Supplies - Maint.	529.47
50393a · Maint of Vehicle Oper Equipment	690.00
50393e4 · Facility Maintenance Supplies	1,145.13
5039.3 · Facility Maintenance - Other	3,495.30
Total 5039.3 · Facility Maintenance	5,859.90
5039.4 · General Admin Other Mat. & Supp	
5039.4F · Office Supplies	
50394F1 · Postage	627.20
5039.4F · Office Supplies - Other	9,487.10
Total 5039.4F · Office Supplies	10,114.30
Total 5039.4 · General Admin Other Mat. & Supp	10,114.30
5039.4g · Misc. Office "Supplies"	40.78
5039.5 · Information Technology Material	159.68
50392b2 · Shop Supplies	2,016.02
Total 5039 · Other Materials and Supplies	30,853.66
5040 · Utilities	
5040.2 · Electricity	4,954.27
•	400.00
5040.21 · Propane & Gas for Bldg 5040.22 · Water	420.00
5040.22 · water	1,923.36
5040.23 · Telephone	6,287.53
5040.26 · Internet	4,602.37
5040.27 · Cell Phones	7,304.89
Total 5040 · Utilities	25,492.42
5050 · Casualty and Liability Costs	110,802.00
5060 · Taxes	320.83
5090 · Miscellaneous Expenses	
5090.12 Travel & Training - Operations	4,770.97
5090.41 · Dues & Subscriptions	1,138.95
5090.42 · Travel & Training - General Adm	1,729.09
5090.44 · Entertainment Expense	352.64
5090.46 · Fines & Penalties	73.99
5090.48 · Advertisements	664.27
Total 5090 · Miscellaneous Expenses	8,729.91
5200 · Reconciling Items	
5280 · Extraordinary or Special Items	-14,412.97
Total 5200 · Reconciling Items	-14,412.97
5220 · Operating Lease Expenses	
5220.1 · Postage Lease Expense	279.71
5220.2 Water Cooler Lease Expense	210.00
5220.3 Parking Lease Expense	600.00
5220.4 · Copier - Lease	1,572.76
Total 5220 · Operating Lease Expenses	2,662.47
Total 5000 · Operating Expenses	922,708.26
5015.26 · Bank Service Charges	11.00
DO TOLEO DAIN OUTTION OHAINGS	11.00

9:17 AM 05/05/25 Accrual Basis

Suwannee Valley Transit Authority Profit & Loss

	Oct '24 - Apr 25
6000 · Capital Expenses	
6300 Administrative Buildings	15,090.75
6500 · Revenue Vehicles	333,332.21
6800 · Communication/Info Systems	9,022.13
6900 Other Capital Expenses	727.00
Total 6000 · Capital Expenses	358,172.09
Total Expense	1,280,891.35
Net Ordinary Income	-313,706.94
let Income	-313,706.94

Pending Revenue

Am	ount	Month	Grant	Status
\$	69,847.00	November-24	5311	Pending Previous Month Approval - 12 Month Average
\$	69,847.00	December-24	5311	Pending Previous Month Approval - 12 Month Average
\$	69,847.00	January-25	5311	Pending Previous Month Approval - 12 Month Average
\$	69,847.00	February-25	5311	Pending Previous Month Approval - 12 Month Average
\$	69,847.00	March-25	5311	Pending Previous Month Approval - 12 Month Average
\$	69,847.00	April-25	5311	Pending Previous Month Approval - 12 Month Average
\$	1,648.66	October-25	Fuel Tax Return	
\$	1,346.46	November-25	Fuel Tax Return	
\$	1,607.07	January-25	Fuel Tax Return	Submitted - 190 days process
\$	1,409.85	February-25	Fuel Tax Return	
\$	1,516.65	March-25	Fuel Tax Return	

\$ 426,610.69 Total



Suwannee Valley Transit Authority (SVTA) requests written bids from qualified firms to provide legal services/attorney services. Technical questions or requests for clarification shall be directed to the key contact listed below. Suwannee Valley Transit Authority's responses to a firm's question(s) will be provided only to the firm asking the question(s) and not shared with other respondents.

Monica Marquardt, Finance Manager 1907 Voyles Street SW Live Oak, Florida 32064 386-362-5332 ext. 6324 monica.marquardt@ridesvta.com

1. General Information

1.1 Key Dates

The following table outlines Suwannee Valley Transit Authority's key dates and events in the RFP process.

Activity	Date
RFP Made Available	05/xx/2025
Deadline to Submit Questions	06/xx/2025
Deadline for Final Bid	06/xx/2025
Provider Selected at SVTA Board Meeting	07/14/2025 at 6:00 pm
Start Date of Services	08/11/2025

Suwannee Valley Transit Authority reserves the right to extend the submission deadline or any other deadline or date in the RFP if an extension would be in the best interest of SVTA.

1.2 About Suwannee Valley Transit Authority

Suwannee Valley Transit Authority is a public transit agency serving the citizens of Columbia, Hamilton, and Suwannee Counties. The SVTA Board of Directors governs the agency, which consists of two county commissioners from each county.

1.3 Scope of Services

Under the proposed agreement, SVTA Attorney will provide the following services:

- 1. Provide legal advice, counsel, services, and consultation to the six Board Members and the Administrator, including but not limited to: general municipal law, labor law, general state and federal laws relating to County government, human resources, public disclosure issues, laws against discrimination, ordinance and resolution development and interpretation, contract law, municipal leases, purchasing and procurement, trial activity, and tort law. SVTA Attorney's advice includes methods to avoid civil litigation;
- **2.** Answers requests for legal opinions, in writing and verbally. Prepares written legal opinions at the request of the Board Members or Administrator. Availability to answer staff questions by telephone;
- **3.** Appears before courts and administrative agencies to represent SVTA's interests;
- 4. Works cooperatively with any special legal counsel retained by SVTA for special projects.

- Coordinates with other special counsel, as needed, to assure proper management of legal issues, and proper coordination and transition of legal information among special counsel;
- **5.** Provide guidance and legal advice on the Sunshine Law, the Freedom of Information Act, Robert's Rules of Order, and Board rules and procedures;
- **6.** Assists officials and employees to understand the legal roles and duties of their respective offices and interrelationships with others;
- **7.** Assists SVTA officials and employee(s) to maintain awareness of ethical standards and appearance of fairness standards, and to avoid potential conflicts of interest, prohibited transactions and the appearance of prohibited transactions;
- **8.** Prepares and reviews ordinances and resolutions for legal correctness and acceptability; (this could say policies and procedures?)
- **9.** Reviews and redrafts various SVTA policies for legal correctness and acceptability. This would include, by way of example, Personnel Manual, Family Medical Leave, IT Policy, etc.;
- **10.** Attendance at any meetings during a calendar year of any Board, Committee, or Commission, as requested.
 - i. Regular Scheduled Meetings include:
 - 1. Board of Directors (7 annually)
- **11.** Provide "in-service" training to SVTA officials and departments on a wide variety of issues, as requested; and
- **12.** Performs other legal services and tasks, as requested.

SVTA's Attorney will also be expected to provide legal services to address all aspects of grievance arbitration, Fact Finding, arbitration, litigation, bond work and specialized tax work, as needed.

GENERAL SPECIFICATIONS

The following provisions will also apply:

- Timeliness of response and accessibility to SVTA Attorney is an important aspect of this
 service. Accessibility and responsiveness for the Lead Attorney of the selected firm is of greatest
 importance, although these elements will also be considered in relation to other attorney(s) as
 well. Accessibility includes the ability to be generally available to attend meetings in person on
 short notice and the ability to be reached promptly by telephone, cell phone, or e-mail.
- 2. SVTA attorney must be available by phone, cell phone, fax and e-mail.
- Service response is also of high importance. When SVTA requests legal services, SVTA
 Attorney should provide some estimated time of completion and keep the requesting party
 apprised of any delays or special considerations.

- 4. Describe malpractice insurance coverage: carrier, limits, and exemptions.
- 5. SVTA Attorney shall provide detailed itemized statements on a monthly basis.

CONTRACT ETHICS

- 1. No elected official or employee of the County who exercises any responsibilities in the review, approval, or implementation of the proposal or contract shall participate in any decisions, which affects his or her direct or indirect personal or financial interest.
- 2. It is a breach of ethical standards for any person to offer, give or agree to give any County employee, elected official, or County Commissioner, or for any County employee, elected official, or County Commissioner to solicit, demand, accept, or agree to accept from another person or firm, a gratuity or an offer of employment whenever a reasonably prudent person would conclude that such consideration was motivated by an individual, group or corporate desire to obtain special, preferential, or more favorable treatment than is normally accorded to the general public.
- 3. The firm shall not assign any interest in this contract and shall not transfer any interest in the same without the prior written consent of the County.
- 4. The firm shall not accept any client or project that places it in a conflict of interest with its representation of SVTA. If such a conflict of interest is subsequently discovered, the SVTA shall be promptly notified.

1.4 Preparation Costs

SVTA shall not be responsible for bid preparation costs, nor for the cost, including attorney fees, associated with any administrative, judicial, or other types of challenge to the determination of the selected proposer and/or award of the contract and/or rejection of the proposal. By submitting a bid, each respondent agrees to be bound in the respect and waives all claims to such costs and fees.

1.5 Contract Period

SVTA intends to award one contract that will begin on August 1, 2025, and end on August 1,2030. SVTA reserves the right to cancel the contract at any point throughout the contract period if at any time it is in the best interest of SVTA. SVTA may cancel the contract without any penalty or fees being charged to SVTA.

2. Rules Governing Preliminary Proposals and Final Bids

2.1 Confidentiality

The content of all proposals and bids will be kept confidential throughout the selection process and afterward. Copies of any preliminary proposal or final bid will not be shared with other respondents.

2.2 Disposition of Proposals and Bids

All materials submitted in response to the RFP shall become the property of SVTA.

2.3 Modification of Bids

SVTA will not accept modifications to bids.

2.4 Late Submissions

Bids received after the dates specified will not be considered.

2.5 Acceptance/Rejection of Submittal

SVTA reserves the right to reject any or all responses to this RFP, to waive minor irregularities in any bid or the RFP procedures, and to accept any bid presented which meets or exceeds these specifications and which is deemed to be in the best interests of SVTA; however, the requirements for timelines shall not be waived.

2.6 Final Bid

All final bids must be received by 06/xx/2025. There will be no modifications of bids once submitted, and there will be no further communication with the respondent until SVTA Board of Directors meeting held on July 14, 2025.

2.7 Final Provider Selection

The final selection of the successful respondent(s) is scheduled to be completed on $\frac{07/14/2025}{14/2025}$. The successful respondent will assume their responsibilities on $\frac{08/01/2025}{14/2025}$. All non-selected respondents will be notified via email on $\frac{07/15/2025}{14/2025}$.

2.8 Conflict of Interest

- a. Indicate whether your firm currently represents, or has represented, any client where representation may conflict with your ability to serve as SVTA Attorney.
- b. Indicate whether you currently represent any other local government units having jurisdiction within, or contiguous to, SVTA.
- c. Indicate what procedures your firm would utilize to identify and resolve conflicts of interest.

3. Minimum Qualifications

All service providers submitting a bid must:

- a. be licensed to do business in Florida,
- b. have the expertise, license, and resources to provide legal services for SVTA's current and future operations,
- c. consistently maintain and allocate sufficient staff resources to provide timely service,
- d. maintain a staff that is qualified and available to provide necessary, specialized expertise in various legal areas,
- e. maintain required business insurance coverage.

4. Bid Guidelines

Please respond as outlined in this request and observe the following guidelines:

a. Respond to questions as directly as possible, along with any supporting information you feel will be pertinent to these questions.

b. Electronic submissions must be submitted through DemandStar or emailed to Monica Marguardt at monica.marguardt@ridesvta.com no later than 5:00 pm on 07/03/2025.

Submission of bid will be construed to imply agreement in advance to the services outlined in the enclosed materials. Brochures, photos, annual reports, or other appropriate printed material may be included in your bid.

5. Questions

5.1 General Firm Information

Provide a brief description of your firm, including but not limited to an overview of your firm, including the name of the principal(s) of the firm, address, total number of employees, overall industry experience, certifications, and any affiliations.

Experience and Resources

- a. Describe your firm and its capabilities. Support your capacity to perform the services detailed in this RFP.
- b. Indicate which employees from your firm would be involved in providing services to SVTA, including their designated roles, qualifications, and experience. A resume of the primary individual(s) responsible for the SVTA account is required.
- c. Provide a list of references, with names and contact information, for organizations or businesses where you have performed similar work. A minimum of three references is required; references from nonprofit organizations and/or anti-violence organizations are preferred.

5.2 Services

- 1. Describe your firm's capabilities to conduct network and security assessments and the ability to complete any necessary system enhancements.
- 2. Describe your approach to providing installation, configuration management, patching, monitoring, and ongoing maintenance for network devices.
- 3. Define standard service hours during regular business hours, weekends, and holidays. Any applicable Service Level Agreement (SLA) for response time options should be included.
- 4. Describe any additional service items and costs that may interest SVTA.

5.3 Fee Structure

Provide a transparent fee schedule outlining all monthly service delivery costs and any proposed one-time costs. The fee schedule should include a breakdown of the pricing structure (per user, per hour, etc.) and any additional billing rates, hourly charges, and additional expenses for each individual or service.

Provide any other fee information applicable to the proposal that has not been covered.

Outline all provisions, termination clauses, and/or penalties for closing or changing the number of services as needed.

5.4 Additional Considerations

Describe any additional facets relevant to this RFP that have not been previously mentioned that you feel warrant consideration or add to your firm's value as a strategic partner to SVTA.

SUWANNEE VALLEY TRANSITY AUTHORITY FEDERAL REQUIREMENTS

15. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

Applicability to Contracts

The No Obligation clause applies to all third-party contracts that are federally funded.

Flow Down

The No Obligation clause extends to all third-party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

Model Clause/Language

There is no required language for the No Obligations clause. Recipients can draw on the following language for inclusion in their federally funded procurements.

No Federal Government Obligation to Third Parties.

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

18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

49 U.S.C. § 5323(I) (1) 31 U.S.C. §§ 3801-3812 18 U.S.C. § 1001 49 C.F.R. part 31

Applicability to Contracts

The Program Fraud clause applies to all third-party contracts that are federally funded.

Flow Down

The Program Fraud clause extends to all third-party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier. These requirements flow down to contractors and subcontractors who make, present, or submit covered claims and statements.

Model Clause/Language

There is no required language for the Program Fraud clause. Recipients can draw on the following language for inclusion in their federally funded procurements.

Program Fraud and False or Fraudulent Statements or Related Acts

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

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(I) on the Contractor, to the extent the Federal Government deems appropriate.

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

1. ACCESS TO RECORDS AND REPORTS

49 U.S.C. § 5325(g) 2 C.F.R. § 200.333 49 C.F.R. part 633

Applicability to Contracts

The record keeping and access requirements apply to all contracts funded in whole or in part with FTA funds. Under 49 U.S.C. § 5325(g), FTA has the right to examine and inspect all records, documents, and papers, including contracts, related to any FTA project financed with Federal assistance authorized by 49 U.S.C. Chapter 53.

Flow Down

The record keeping and access requirements extend to all third-party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

Model Clause/Language

There is no required language for record keeping and access requirements. Recipients can draw on the following language for inclusion in their federally funded procurements.

Access to Records and Reports

- a. Record Retention. The Contractor will retain and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.
- b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
- d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

FEDERAL CHANGES

49 CFR Part 18

Applicability to Contracts

The Federal Changes requirement applies to all contracts.

Flow Down

The Federal Changes requirement flows down appropriately to each applicable changed requirement.

Model Clause/Language

No specific language is mandated. The following language has been developed by FTA.

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.

8. CIVIL RIGHTS LAWS AND REGULATIONS

Applicability to Contracts

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.

Flow Down

The Civil Rights requirements flow down to all third party contractors and their contracts at every tier.

Model Clause/Language

Every federally funded contract must include an Equal Opportunity clause. Recipients can draw on the following language for inclusion in their federally funded procurements.

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

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

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.
- 2. 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.

9. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 C.F.R. part 26

Background and Applicability

The Disadvantaged Business Enterprise (DBE) program applies to FTA recipients receiving planning, capital and/or operating assistance that will award prime contracts (excluding transit vehicle purchases) exceeding \$250,000 in FTA funds in a Federal fiscal year. All FTA recipients above this threshold must submit a DBE program and overall triennial goal for DBE participation. The overall goal reflects the anticipated amount of DBE participation on DOT-assisted contracts. As part of its DBE program, FTA recipients must require that each transit vehicle manufacturer (TVM), as a condition of being authorized to bid or propose on FTA assisted transit vehicle procurements, certify that it has complied with the requirements of 49 C.F.R. § 26.49. Only those transit vehicle manufacturers listed on FTA's certified list of Transit Vehicle Manufacturers, or that have submitted a goal methodology to FTA that has been approved or has not been disapproved at the time of solicitation, are eligible to bid.

FTA recipients must meet the maximum feasible portion of their overall goal using race-neutral methods. Where appropriate, however, recipients are responsible for establishing DBE contract goals on individual DOT-assisted contracts. FTA recipients may use contract goals only on those DOT-assisted contracts that have subcontracting responsibilities. See 49 C.F.R. § 26.51(e). Furthermore, while FTA recipients are not required to set a contract goal on every DOT-assisted contract, they are responsible for achieving their overall program goals by administering their DBE program in good faith. FTA recipients and third party contractors can obtain information about the DBE program at the following website locations:

Federal Transit Administration website Disadvantaged Business Enterprise page click here Department of Transportation website Disadvantaged Business Enterprise Program click here

Flow Down

The DBE contracting requirements flow down to all third party contractors and their contracts at every tier. It is the recipient's and prime contractor's responsibility to ensure the DBE requirements are applied across the board to all subrecipients/contractors/subcontractors. Should a subcontractor fail to comply with the DBE regulations, FTA would look to the recipient to make sure it intervenes to monitor compliance. The onus for compliance is on the recipient.

Clause Language

For all DOT-assisted contracts, each FTA recipient must include assurances that third party contractors will comply with the DBE program requirements of 49 C.F.R. part 26, when applicable. The following contract clause is required in all DOT- assisted prime and subcontracts:

The contractor, subrecipient 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 recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or

Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Further, recipients must establish a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the recipient 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 recipient's written consent; and that, unless the recipient'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).

As an additional resource, recipients can draw on the following language for inclusion in their federally funded procurements.

Overview

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. It is also the policy of the AGENCY to:

- 1. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
- 2. Create a level playing field on which DBE's can compete fairly for DOT-assisted contracts;
- 3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
- 4. Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE's;
- 5. Help remove barriers to the participation of DBEs in DOT assisted contracts;
- 6. To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and
- 7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

This Contract is subject to 49 C.F.R. part 26. Therefore, the Contractor must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Contract. The AGENCY shall make all determinations with regard to whether or not a Bidder/Offeror is in compliance with the requirements stated herein. In assessing compliance, the AGENCY may consider during its review of the Bidder/Offeror's submission package, the Bidder/Offeror's documented history of non-compliance with DBE requirements on previous contracts with the AGENCY.

Contract Assurance

The Contractor, subrecipient 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.

DBE Participation

For the purpose of this Contract, the AGENCY will accept only DBE's who are:

- 1. Certified, at the time of bid opening or proposal evaluation, by the [certifying agency or the Unified Certification Program (UCP)]; or
- 2. An out-of-state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status or an agency whose DBE certification process has received FTA approval; or
- 3. Certified by another agency approved by the AGENCY.

DBE Participation Goal

The DBE participation goal for this Contract is set at %. This goal represents those elements of work under this Contract performed by qualified Disadvantaged Business Enterprises for amounts totaling **not less than** % of the

total Contract price. Failure to meet the stated goal at the time of proposal submission **may** render the Bidder/Offeror non-responsive. **Proposed Submission**

Each Bidder/Offeror, as part of its submission, shall supply the following information:

- 1. A completed **DBE Utilization Form** (see below) that indicates the percentage and dollar value of the total bid/contract amount to be supplied by Disadvantaged Business Enterprises under this Contract.
- 2. A list of those qualified DBE's with whom the Bidder/Offeror intends to contract for the performance of portions of the work under the Contract, the agreed price to be paid to each DBE for work, the Contract items or parts to be performed by each DBE, a proposed timetable for the performance or delivery of the Contract item, and other information as required by the **DBE Participation Schedule** (see below). No work shall be included in the Schedule that the Bidder/Offeror has reason to believe the listed DBE will subcontract, at any tier, to other than another DBE. If awarded the Contract, the Bidder/Offeror may not deviate from the DBE Participation Schedule submitted in response to the bid. Any subsequent changes and/or substitutions of DBE firms will require review and written approval by the AGENCY.
- 3. An original DBE Letter of Intent (see below) from each DBE listed in the DBE Participation Schedule.
- 4. An original **DBE Affidavit** (see below) from each DBE stating that there has not been any change in its status since the date of its last certification.

Good Faith Efforts

If the Bidder/Offeror is unable to meet the goal set forth above (DBE Participation Goal), the AGENCY will consider the Bidder/Offeror's documented good faith efforts to meet the goal in determining responsiveness. The types of actions that the AGENCY will consider as part of the Bidder/Offeror's good faith efforts include, but are not limited to, the following:

- 1. Documented communication with the AGENCY's DBE Coordinator (questions of IFB or RFP requirements, subcontracting opportunities, appropriate certification, will be addressed in a timely fashion);
- 2. Pre-bid meeting attendance. At the pre-bid meeting, the AGENCY generally informs potential Bidder/Offeror's of DBE subcontracting opportunities;
- 3. The Bidder/Offeror's own solicitations to obtain DBE involvement in general circulation media, trade association publication, minority-focus media and other reasonable and available means within sufficient time to allow DBEs to respond to the solicitation;
- 4. Written notification to DBE's encouraging participation in the proposed Contract; and
- 5. Efforts made to identify specific portions of the work that might be performed by DBE's.

The Bidder/Offeror shall provide the following details, at a minimum, of the specific efforts it made to negotiate in good faith with DBE's for elements of the Contract:

- 1. The names, addresses, and telephone numbers of DBE's that were contacted;
- 2. A description of the information provided to targeted DBE's regarding the specifications and bid proposals for portions of the work;
- 3. Efforts made to assist DBE's contacted in obtaining bonding or insurance required by the Bidder or the Authority.

Further, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted when a non-DBE subcontractor was selected over a DBE for work on the contract. 49 C.F.R. § 26.53(b) (2) (VI). In determining whether a Bidder has made good faith efforts, the Authority may take into account the performance of other Bidders in meeting the Contract goals. For example, if the apparent successful Bidder failed to meet the goal, but meets or exceeds the average DBE participation obtained by other Bidders, the Authority may view this as evidence of the Bidder having made good faith efforts.

Administrative Reconsideration

Within five (5) business days of being informed by the AGENCY that it is not responsive or responsible because it has not documented sufficient good faith efforts, the Bidder/Offeror may request administrative reconsideration. The Bidder should make this request in writing to the AGENCY's [Contact Name]. The [Contact Name] will forward the Bidder/Offeror's request to a reconsideration official who will not have played any role in the original determination that the Bidder/Offeror did not document sufficient good faith efforts.

As part of this reconsideration, the Bidder/Offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The Bidder/Offeror will have the opportunity to meet in person with the assigned reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. The AGENCY will send the Bidder/Offeror a written decision on its reconsideration, explaining the basis for finding that the Bidder/Offeror did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

Termination of DBE Subcontractor

The Contractor shall not terminate the DBE subcontractor(s) listed in the **DBE Participation Schedule** (see below) without the AGENCY's prior written consent. The AGENCY may provide such written consent only if the Contractor has good cause to terminate the DBE firm. Before transmitting a request to terminate, the Contractor shall give notice in writing to the DBE subcontractor of its intent to terminate and the reason for the request. The Contractor shall give the DBE five days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the Contract for any reason, the Contractor shall make good faith efforts to find another DBE subcontractor to substitute for the original DBE and immediately notify the AGENCY in writing of its efforts to replace the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal established for this procurement. Failure to comply with these requirements will be in accordance with Section 8 below (Sanctions for Violations).

Continued Compliance

The AGENCY shall monitor the Contractor's DBE compliance during the life of the Contract. In the event this procurement exceeds ninety (90) days, it will be the responsibility of the Contractor to submit quarterly written reports to the AGENCY that summarize the total DBE value for this Contract. These reports shall provide the following details:

- DBE utilization established for the Contract;
- Total value of expenditures with DBE firms for the quarter;
- The value of expenditures with each DBE firm for the quarter by race and gender;
- Total value of expenditures with DBE firms from inception of the Contract; and
- The value of expenditures with each DBE firm from the inception of the Contract by race and gender.

Reports and other correspondence must be submitted to the DBE Coordinator with copies provided to the [Agency Name1] and [Agency Name2]. Reports shall continue to be submitted quarterly until final payment is issued or until DBE participation is completed.

The successful Bidder/Offeror shall permit:

- The AGENCY to have access to necessary records to examine information as the AGENCY deems appropriate for the purpose of investigating and determining compliance with this provision, including, but not limited to, records of expenditures, invoices, and contract between the successful Bidder/Offeror and other DBE parties entered into during the life of the Contract.
- The authorized representative(s) of the AGENCY, the U.S. Department of Transportation, the Comptroller General of the United States, to inspect and audit all data and record of the Contractor relating to its performance under the Disadvantaged Business Enterprise Participation provision of this Contract.
- All data/record(s) pertaining to DBE shall be maintained as stated in Section [insert reference to record keeping requirements for the Project.]

Sanctions for Violations

If at any time the AGENCY has reason to believe that the Contractor is in violation of its obligations under this Agreement or has otherwise failed to comply with terms of this Section, the AGENCY may, in addition to pursuing any other available legal remedy, commence proceedings, which may include but are not limited to, the following:

- Suspension of any payment or part due the Contractor until such time as the issues concerning the Contractor's compliance are resolved; and
- Termination or cancellation of the Contract, in whole or in part, unless the successful Contractor is able to

demonstrate within a reasonable time that it is in compliance with the DBE terms stated herein.

DBE UTILIZATION FORM

The undersigned Bidder/Offeror has satisfied the requirements of the solicitation in the following manner (please check the appropriate space):
The Bidder/Offer is committed to a minimum of % DBE utilization on this contract.
The Bidder/Offeror (if unable to meet the DBE goal of %) is committed to a minimum of
% DBE utilization on this contract and submits documentation demonstrating good faith efforts.

DBE PARTICIPATION SCHEDULE

The Bidder/Offeror shall complete the following information for all DBE's participating in the contract that comprises the DBE Utilization percent stated in the DBE Utilization Form. The Bidder/Offeror shall also furnish the name and telephone number of the appropriate contact person should the Authority have any questions in relation to the information furnished herein.

DBE	Contact Name and	Participation	Description Of	Race and Gender of
IDENTIFICATION	Telephone Number	Percent (Of Total	Work To Be	Firm
AND INFORMATION		Contract Value)	Performed	
FORM Name and				
Address				

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

FTA Circular 4220.1E or subsequent revisions

Applicability to Contracts

The incorporation of FTA terms applies to all contracts.

Flow Down

The incorporation of FTA terms has unlimited flow down.

Model Clause/Language

FTA has developed the following incorporation of terms language:

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E or subsequent revisions, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

11. ENERGY CONSERVATION

42 U.S.C. 6321 *et seq*. 49 C.F.R. part 622, subpart C

Applicability to Contracts

The Energy Policy and Conservation requirements are applicable to all contracts. The Recipient agrees to, and assures that its subrecipients, if any, will comply with the mandatory energy standards and policies of its state energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6201 et seq., and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance as required

under FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. part 622, subpart C.

Flow Down

These requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

Model Clause/Language

No specific clause is recommended in the regulations because the Energy Conservation requirements are so dependent on the state energy conservation plan. Recipients can draw on the following language for inclusion in their federally funded procurements.

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.

25. TERMINATION

2 C.F.R. § 200.339 2 C.F.R. part 200, Appendix II (B)

Applicability to Contracts

All contracts in excess of \$10,000 must address termination for cause and for convenience, including the manner by which it will be effected and the basis for settlement.

Flow Down

For all contracts in excess of \$10,000, the Termination clause extends to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

Model Clause/Language

There is no required language for the Terminations clause. Recipients can draw on the following language for inclusion in their federally funded procurements.

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 compete 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. 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)

AGENCY. Termination for Convenience or Default (Cost-Type Contracts)

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 contact 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

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.

13. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

2 C.F.R. part 180 2 C.F.R part 1200 2 C.F.R. § 200.213 2 C.F.R. part 200 Appendix II (I) Executive Order 12549 Executive Order 12689

Background and Applicability

A contract award (of any tier) in an amount expected to equal or exceed \$25,000 or a contract award at any tier for a federally required audit (irrespective of the contract amount) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. part 180. The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Recipients, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person; or (c) adding a clause or condition to the contract or subcontract.

Flow Down

Recipients, contractors, and subcontractors who enter into covered transactions with a participant at the next lower level, must require that participant to: (a) comply with subpart C of 2 C.F.R. part 180, as supplemented by 2 C.F.R. part 1200; and (b) pass the requirement to comply with subpart C of 2 C.F.R. part 180 to each person with whom the

participant enters into a covered transaction at the next lower tier.

Model Clause/Language

There is no required language for the Debarment and Suspension clause. Recipients can draw on the following language for inclusion in their federally funded procurements.

Debarment, Suspension, Ineligibility and Voluntary Exclusion

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. 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 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in ay federally assisted Award.

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

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, 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. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, 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.

SUWANNEE VALLEY TRANSIT AUTHORITY

1907 VOYLES STREET SW LIVE OAK, FL 32064 (386) 362-5332 1-800-258-7267 FAX: (386) 219-0157

Current Cost of HR/AP Position

	Hourly		Monthly	•	Yearly
Salary	\$	25.07	\$ 4,345.4	47 \$	\$ 52,145.60
Payroll Taxes	\$	1.92	\$ 332.4	43 \$	\$ 3,989.14
Medical	\$	5.02	\$ 870.	12 \$	\$ 10,441.44
Retirement	\$	3.39	\$ 587.	51 \$	\$ 7,050.09
Life Insurance	\$	0.30	\$ 51.3	39 \$	\$ 616.68
Total	\$	35.69	\$ 6,186.9	91 9	\$ 74,242.94



INVESTMENT SUMMARY

PREPARED FOR

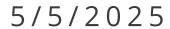
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OPTION 1: RUN (CURRENT)

DESCRIPTION		TOTAL
ADP RUN (CURRENT)		\$8,699
	SUBTOTAL	\$8,699
COST TO HIRE HR DIRECTOR (WITHOUT BENEFITS)		\$52,000
	TOTAL CURRENT SPEND	\$60,699

OPTION 2: ADP WORKFORCE NOW

DESCRIPTION		TOTAL
ADP WORKFORCE NOW (TECH ONLY ESTIMATE)		~\$11,000
	SUBTOTAL	~\$11,000
COST TO HIRE HR DIRECTOR (WITHOUT BENEFITS)		\$52,000
TOTA	AL NEW SPEND	~\$63,000

OPTION 3: ADP COMPREHENSIVE SERVICES

DESCRIPTION	TOTAL
ADP COMPREHENSIVE SERVICES (TECH + HR SUPPORT)	
SUBTOTA	L \$23,095
COST TO HIRE PART TIME HR DIRECTOR	\$26,000
TOTAL NEW SPEN	ND \$49,095
TOTAL SAVINO	S \$11,606

^{*}Not including additional cost savings measurements of an estimated \$24,310

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