



**Department of Transportation  
State of Georgia  
District Six  
P. O. Box 10 Cartersville, GA 30120-0010**

August 16, 2012

Mr. David Gibson  
Gordon County  
P.O. Box 580  
Calhoun, GA 30703

SUBJECT: FY 2013 Operating Contract T004338  
Section 5311 Rural Public Transportation Program

Dear Mr. Gibson:

Enclosed are three (3) copies of the FY 2013 Operating Contract. The amount of operating funds which will be contracted for this year is shown on page 10 (FTA Section 5311).

Please complete, date and sign each of the pages (Exhibits) which are marked by the colored tabs. Do not date the first page. Upon completion, return all three (3) copies of the contract to my attention at your earliest convenience. Once the contract is fully executed you will receive a copy for your files.

If you have any questions, please call me at (770) 387-5496.

Sincerely,

A handwritten signature in cursive script that reads "Freida Black".

Freida Black  
Public Transportation Coordinator

Enclosures

500 Joe Frank Harris Parkway, S. E.  
Cartersville, GA

Telephone (770) 387-3617  
Fax (770) 387-3653

AGREEMENT  
FOR  
TRANSIT OPERATING ASSISTANCE  
BETWEEN  
DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA  
AND  
GORDON COUNTY

PROJECT ID NUMBER: T004338

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ by and between the DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the "DEPARTMENT", and GORDON COUNTY, hereinafter called the "SPONSOR", hereinafter sometimes collectively referred to as the "parties".

WHEREAS, 49 U.S.C. Section 5311, provides for transit operating assistance for public transportation services to non-urbanized areas; and

WHEREAS, in a letter to the Federal Transit Administration ("FTA"), and the Federal Highway Administration, ("FHWA"), dated January 24, 1979, the Governor, designated the DEPARTMENT as the recipient agency for Section 5311 funding; and

WHEREAS, the SPONSOR has stated that transit operating assistance is needed for transportation services in its non-urbanized area and it would, therefore, perform certain of the duties and provide resources in order to receive said Section 5311 Funds of the Federal Transit Act; and

WHEREAS, in reliance on said SPONSOR the DEPARTMENT has applied to FTA for said Section 5311 funds and in so doing states that the required duties would be discharged pursuant to a written contract between the parties; and

WHEREAS, under Section 32-9-2 of the Official Code of Georgia Annotated, the DEPARTMENT is authorized to participate in such an undertaking.

NOW THEREFORE, for and in consideration of the mutual promises and covenants made, it is agreed by and between the DEPARTMENT and the SPONSOR that:

ARTICLE I  
SCOPE AND PROCEDURE

This Agreement covers the obligations of the DEPARTMENT and the SPONSOR in connection with the FTA'S granting Section 5311 funds to the DEPARTMENT for operating assistance for public transportation in the Gordon County area, the terms and conditions of said funding as agreed to in the Application for funding, marked as Section 5311 Application, herein referred to as PROJECT APPLICATION, on file at the DEPARTMENT and incorporated by reference as if fully set out herein.

- (a) The SPONSOR agrees to comply with all the terms and conditions required by FTA under the PROJECT APPLICATION.
- (b) The SPONSOR shall use the funds provided by the DEPARTMENT to operate a public transportation service in the Gordon County area and the SPONSOR agrees to provide from local funding sources, excluding all available federal funds, funds to pay its local matching share of the cost of operating a public transportation service for the period of this Agreement. However, the SPONSOR may provide in-kind services for any or all of its share of the operating costs.
- (c) The SPONSOR agrees that it, or any operator of public transportation on its behalf, will not engage in school bus operations, exclusively for the transportation of students or school personnel, in competition with private school bus operators, except as provided under Section 3(g) of the Federal Transit Act, and published in FTA regulations on school bus operations.
- (d) The SPONSOR agrees that it, or any operator of public transportation acting on its behalf, will not engage in charter bus operations outside the area within which it provides regularly scheduled public transportation services, except as provided under Section 3(f) of the Federal Transit Act, and published in FTA regulations on charter bus operations.
- (e) The SPONSOR and any mass transportation operator under it will conform to the reporting system in FEDERAL ACQUISITION REGULATIONS, SUBPART 31.6.
- (f) The SPONSOR will make all purchases under this Agreement through competitive bidding in accordance with the DEPARTMENT's established procedure.

- (g) The SPONSOR shall prohibit its employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain, for themselves or others, particularly, those with whom they have family, business, or other ties.
- (h) The SPONSOR shall comply with all relevant Federal and State laws and regulations relating to the Section 5311 Program, as well as those regulations and requirements included in the Federal Office of Management Circular A-87, FTA Circular 9040.IB relating to private sector participation guidelines, and those applicable provisions of the Hatch Act.
- (i) The SPONSOR shall keep accurate records in a manner approved by the DEPARTMENT, and shall submit to the DEPARTMENT, upon request, such information as is required in order to assure compliance.

## ARTICLE II COVENANT AGAINST CONTINGENT FEES

The SPONSOR shall comply with all relevant Federal, State, and Local laws. The SPONSOR warrants it has not employed or retained any company or person, other than a bona fide employee working solely for the SPONSOR to solicit or secure this Contract, and it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the SPONSOR, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the DEPARTMENT shall have the right to annul this Contract without liability or at its discretion to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

## ARTICLE III AUTHORIZATION AND APPROVAL

It is understood and agreed by the parties to this Agreement, that the SPONSOR shall satisfy the terms of this Agreement commencing upon the beginning of the operating period and continuing until the end of the operating period as defined in the EXHIBIT A. The work shall be carried on expeditiously and in general accordance with the scope and procedure with recognition that unforeseen events may

make necessary some minor variations. It is understood and agreed this Agreement is contingent upon FTA approval of the funding assistance and distribution as described in EXHIBIT A for this project.

ARTICLE IV  
RESPONSIBILITY FOR CLAIMS AND LIABILITY

The SPONSOR shall be responsible for any and all damages to property or persons and shall save harmless the DEPARTMENT, its officers, agents, and employees, from all suits, claims, actions, or damages of any nature whatsoever resulting from the negligence of the SPONSOR in the performance of work under this Agreement. Further, the SPONSOR agrees to hold harmless the DEPARTMENT from suits, claims, actions, or damages of any nature whatsoever by any person, firm, corporation, or governmental body resulting from negligence in the installation and operation of equipment or material purchased by the SPONSOR in whole or in part with funds received under this Agreement or from the operation of equipment and materials already owned by the SPONSOR.

ARTICLE V  
COMPENSATION

It is understood and agreed that the total estimated eligible net project cost, the difference between eligible operating expenses and eligible revenues and defined in FTA Circular 9040.IE, for the provisions of operating assistance by the DEPARTMENT as shown in EXHIBIT A, as attached hereto and made a part of this Agreement as if fully set out, is ONE HUNDRED SEVENTY-ONE THOUSAND THREE HUNDRED SIXTY-ONE AND 00/100 Dollars (\$171,361.00). For the purposes of the DEPARTMENT'S participation in the costs by the SPONSOR, it is agreed that the EIGHTY-FIVE THOUSAND SIX HUNDRED EIGHTY AND 00/100 Dollars (\$85,680.00) which includes the administrative and operating costs, as established in EXHIBIT A.

If the total estimated eligible net project cost of the SPONSOR'S public transportation service, for the operating period beginning July 1, 2012 and ending June 30, 2013, as reflected in the final audit, is less than ONE HUNDRED SEVENTY-ONE THOUSAND THREE HUNDRED SIXTY-ONE AND 00/100 Dollars (\$171,361.00), then the DEPARTMENT shall be required to pay only fifty percent (50%) of the total incurred direct administrative and operating costs. The DEPARTMENT shall be responsible for the maximum obligation of EIGHTY-FIVE THOUSAND SIX HUNDRED EIGHTY

AND 00/100 (\$85,680.00), which includes the administrative and operating costs as established in EXHIBIT A.

It is further understood and agreed that any line item budget estimate shown in PROJECT APPLICATION may be increased or decreased without the execution of a Supplemental Agreement, provided that the DEPARTMENT'S total maximum obligation under this agreement is not changed, if said change is requested in writing by the SPONSOR and approved in writing by the DEPARTMENT.

#### ARTICLE VI SUBSTANTIAL CHANGES

If, prior to the satisfactory completion of the PROJECT under this Agreement, the DEPARTMENT materially alters the scope, character, complexity or duration of the PROJECT from those required under the Agreement, a Supplemental Agreement may be executed between the parties.

Minor changes in the work which do not involve increased compensation, extensions of time or changes in the goals and objectives of the work may be made by written notification of such change by either the DEPARTMENT or the SPONSOR with written approval by the other party.

#### ARTICLE VII SUB-CONTRACTING OF SERVICE

The SPONSOR agrees it will not engage, sub-contract or otherwise pass through funding authorized by this Agreement to any operator of public transportation services without the specific written consent of the DEPARTMENT. Such Agreement shall be a written Contract between the SPONSOR and the operator and be approved as to form and content by the DEPARTMENT.

#### ARTICLE VIII PAYMENTS

A. PARTIAL PAYMENT: The SPONSOR shall submit to the DEPARTMENT monthly statements of the operating costs incurred during the period of this Agreement. Upon submission by the SPONSOR, and based upon its review and approval of said monthly statements by the DEPARTMENT, payments will be made less any previous payments made or in the process of payment. It is agreed that under no circumstances will the DEPARTMENT be

responsible or obligated to pay to the SPONSOR more than the amounts specified in Article V, Compensation, for the operating period covered under this Agreement.

The SPONSOR further expressly agrees that the DEPARTMENT may set-off against the partial payment provided hereunder, an amount equal to that amount which has been identified by either state or federal audit as an unallowable expenditure in any contract between the SPONSOR and the DEPARTMENT on which payments have been made, subject to final audit.

B. FINAL PAYMENT: IT IS AGREED that the SPONSOR shall submit to the DEPARTMENT an audited final statement of operating costs incurred for the period July 1, 2012 to June 30, 2013, such period constituting the operating period covered under this Agreement. Said statements shall reflect all eligible operating costs incurred for the SPONSOR'S public transportation services. The audit of the final statement shall be performed by an independent auditor or audit firm and shall conform to OMB CIRCULAR A-133. The DEPARTMENT, at its discretion, may accept the independent audit or conduct its own audit of operating costs. If any costs covered under the terms of this Agreement are disallowed by either the DEPARTMENT or FTA, the SPONSOR, and not the DEPARTMENT or FTA shall be responsible for such disallowed costs. Upon approval of the final statement by the DEPARTMENT, the DEPARTMENT will pay a sum equal to one hundred percent (100%) of the remaining balance compensation it owes the SPONSOR. The SPONSOR agrees that the acceptance of this final payment shall be in full settlement of all terms stated under this Agreement and shall release the DEPARTMENT from any and all other claims of whatever nature whether known or unknown, for and on account of said Agreement.

If a final audit statement is not received by the DEPARTMENT by ninety days from the contract expiration date, the DEPARTMENT may at its discretion consider the last invoice submitted by the SPONSOR as the final invoice and may proceed with final close out proceedings. In completing the final close out, the DEPARTMENT may set-off against any remaining balance in any contract between the DEPARTMENT and SPONSOR an amount equal to the unallowable expenditure as provided for herein, under Partial Payment. Upon transmission of the audit certification, from the DEPARTMENT to the SPONSOR, this

Agreement will be considered closed and all terms satisfied, provided, however this does not relieve the SPONSOR from the responsibility of submitting to the DEPARTMENT a final audit report.

ARTICLE IX  
MAINTENANCE OF COST RECORDS

The SPONSOR shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred by the SPONSOR in operating the SPONSOR'S Public Transportation Services for the period July 1, 2012 to June 30, 2013 and shall make such material available at all reasonable times during the period of this Agreement, and for three (3) years from the date of the final payment under this Agreement, for the inspection by the DEPARTMENT and FTA, and copies shall be furnished if requested.

ARTICLE X  
CONTRACT DISPUTES

This Agreement shall be deemed to have been executed in Fulton County, Georgia, and all questions of interpretation and construction shall be governed by the Laws of the State of Georgia.

ARTICLE XI  
TERMINATION

The Department reserves the right to terminate this Agreement at any time upon thirty (30) days written notice to the SPONSOR notwithstanding any just claims by the SPONSOR.

ARTICLE XII  
COMPLIANCE WITH APPLICABLE LAWS

- A. The undersigned certify that the provisions of Sections 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated, relating to Conflict of Interest, have been complied with in full.
- B. IT IS FURTHER AGREED that the SPONSOR shall comply and shall require its subcontractors to comply with requirements in EXHIBIT B, CERTIFICATION OF SPONSOR,



COMPLIANCE WITH STATE AUDIT REQUIREMENT, attached hereto and made a part of this Agreement as if fully set out herein.

- C. IT IS FURTHER CERTIFIED that the provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "DRUG-FREE WORKPLACE Act" have been complied with in full, as stated in EXHIBIT C of this Agreement.
- D. IT IS FURTHER agreed that the SPONSOR shall comply and shall require its Consultants to comply with the requirements in GEORGIA DEPARTMENT OF TRANSPORTATION, EXHIBIT D, GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT REQUIREMENT, attached hereto and made a part of this Agreement as if fully set out herein.
- E. IT IS FURTHER AGREED that the SPONSOR shall comply and require its subcontractors to comply with the "SPECIAL PROVISION," requirements in accordance with Executive Order No. 13153, Federal Leadership on Reducing Text Messaging while Driving October 1, 2009, 23 U.S.C.A. – 402 note, and DOT Order 3902.10 Text Messaging December 31, 2009 located at [www.whitehouse.gov](http://www.whitehouse.gov), incorporated by reference and a made a part of this Agreement as if fully set out herein.
- F. IT IS FURTHER AGREED that the SPONSOR shall comply and shall require its subcontractors to comply with requirements in GEORGIA DEPARTMENT OF TRANSPORTATION, TERMS AND CONDITIONS, United States of America Department of Transportation Federal Transit Administration, Master Agreement, located at [www.fta.dot.gov/documents/18-Master.pdf](http://www.fta.dot.gov/documents/18-Master.pdf) , incorporated by reference and made a part of this Agreement as if fully set out herein.
- G. It is further agreed that the SPONSOR shall comply with the provisions of Section 16-10-6 of the Official Code of Georgia Annotated relating to elected officers of a political subdivision who sell any personal property to political subdivisions of there are officers.

The covenants herein contained shall except as otherwise provided accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

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IN WITNESS WHEREOF, said parties have hereunto set their hands and affixed their seals the day and year above first written.

DEPARTMENT OF TRANSPORTATION BY:

GORDON COUNTY

\_\_\_\_\_  
Commissioner (SEAL)

BY: \_\_\_\_\_ (SEAL)  
Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Treasurer

IN THE PRESENCE OF:

\_\_\_\_\_  
Witness

Sworn and subscribed to me this  
the \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, in the presence of:

\_\_\_\_\_  
Notary Public (SEAL)

FEDERAL EMPLOYER  
IDENTIFICATION NUMBER:  
\_\_\_\_\_

EXHIBIT A  
 BUDGET ESTIMATE  
 TRANSIT OPERATING ASSISTANCE FOR GORDON COUNTY  
 FOR PERIOD JULY 1, 2012 TO JUNE 30, 2013

	TOTAL	FTA SECTION 5311	LOCAL
<hr style="border-top: 1px dashed black;"/>			
NET OPERATING DEFICIT:			
ADMINISTRATIVE AND OPERATING COSTS (Note 1)	\$171,361.00	<b>\$85,680.00</b>	<b>\$85,681.00</b>
<hr style="border-top: 1px dashed black;"/>			
TOTAL BUDGET	\$171,361.00	<b>\$85,680.00</b>	<b>\$85,681.00</b>

Note 1 - (Administrative and Operating) 50% Federal; 50% Local

PROJECT ID NUMBER: T004338

GRANT NUMBER: GA-18-4033

# EXHIBIT B

## CERTIFICATION OF SPONSOR COMPLIANCE WITH STATE AUDIT REQUIREMENT

I hereby certify that I am a principle and duly authorized representative of \_\_\_\_\_ whose address is \_\_\_\_\_, and it is also certified that:

The provisions of Section 36-81-7 of the Official Code of Georgia Annotated, relating to the "Requirement of Audits" have been complied with in full such that:

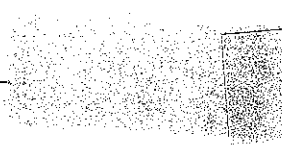
- (a) Each unit of local government having a population in excess of 1,500 persons or expenditures of \$175,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of the local government for each fiscal year of the local government.
- (b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.
- (c) The governing authority of each local unit of government having expenditures of less than \$175,000.00 in that government's most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.
- (d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of the local government. Those units of local government not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.

\_\_\_\_\_

Date

\_\_\_\_\_

Signature



## EXHIBIT C

### CERTIFICATION OF SPONSOR DRUG-FREE WORKPLACE

I hereby certify that I am a principle and duly authorized representative of \_\_\_\_\_ whose address is \_\_\_\_\_, and it is also certified that:

- (1) The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and
- (2) A drug-free workplace will be provided for the SPONSOR'S employees during the performance of the contract; and
- (3) Each subcontractor hired by the SPONSOR shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. The SPONSOR shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with the Consultant, certifies to the SPONSOR that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3"; and
- (4) It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**APPENDIX A  
CERTIFICATION OF SPONSOR**

I hereby certify that I am the \_\_\_\_\_ and duly authorized representative of \_\_\_\_\_ whose \_\_\_\_\_ address \_\_\_\_\_ is \_\_\_\_\_ . I hereby certify to the best of my knowledge and belief that:

1. 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 Federal agency, a Member of Congress, an officer or employee of Congress, or any 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.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this 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.

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 Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

The prospective participant also agrees by submitting its bid it shall require that the language of this certification will be included in all lower tier subcontracts which exceed \$10,000.00 and that all such sub-recipients shall certify and disclose accordingly.

I also certify that neither I nor the above firm I here represent has:

- (a) employed or retained for a commission, percentage, brokerage contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above SPONSOR) to solicit or secure this agreement.
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or
- (c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above SPONSOR) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement;

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Department of Transportation and the Federal Transit Administration, U.S. Department of Transportation, in connection with this Agreement involving participation of Federal-aid transit funds, and is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**APPENDIX B**

**CERTIFICATION OF DEPARTMENT OF TRANSPORTATION**

**STATE OF GEORGIA**

I hereby certify that I am the **Commissioner of the Department of Transportation of the State of Georgia**, and that the above SPONSOR, or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated, (if any):

I acknowledge that this certificate is to be furnished to the Federal Transit Administration, U.S. Department of Transportation, in connection with this Agreement involving participation of Federal-aid Transit Funds, and is subject to applicable State and Federal Laws, both criminal and civil.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Commissioner

PRIMARY SPONSOR  
CERTIFICATION REGARDING DISBARMENT, SUSPENSION,  
AND  
OTHER RESPONSIBILITY MATTERS

I hereby certify that I am the \_\_\_\_\_ and duly authorized representative of \_\_\_\_\_, whose address is \_\_\_\_\_, and I certify that I have read and understand the attached instructions and that to the best of my knowledge and belief the firm and its representatives:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by the Georgia Department of Transportation and by any Federal department or agency;
- (b) Have not within a three year period preceding this Agreement been convicted of or had a civil judgement rendered against the firm or its representatives for 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 in violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offense enumerated in paragraph (b) of this certification;
- (d) Have not within a three year period preceding this Agreement had one ore more public transaction (Federal, State or Local) terminated for cause or default; and
- (e) That the firm will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as attached hereto and without motivation, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

I acknowledge that this certification is provided pursuant to Executive Order 12549 and 49 CFR Part 29 and that this firm agrees to abide by the rules and conditions set forth therein for any misrepresentation that would render this certification erroneous, including termination of this Agreement and other remedies available to the Georgia Department of Transportation and Federal Government.

I further acknowledge that this certificate is to be furnished to the Georgia Department of Transportation, in connection with this Agreement involving participation of Federal-Aid Transit Funds, and is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature (SEAL)



## Instructions for Appendix C Certification

### Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions (SPONSOR'S)

1. By signing and submitting this contract the SPONSOR is providing the certification set out in Appendix C.

2. The inability of the SPONSOR to provide the certification required may not necessarily result in denial of participation in this covered transaction. The SPONSOR shall then submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the SPONSOR to furnish a certification or an explanation shall disqualify such person or firm from participation in this transaction.

3. The certification, Appendix C, is a material representation of fact upon which reliance is placed by the Department before entering into this transaction. If it is later determined that the SPONSOR knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause of default.

4. The SPONSOR shall provide immediate written notice to the Department if at any time the SPONSOR learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in these instructions and the certification, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Department for assistance in obtaining a copy of those regulations.

6. The SPONSOR agrees by submitting this proposal/contract that should the proposed covered transaction be entered into, it shall not knowingly enter into a lower tier covered transaction with a person/firm who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the Department.

7. The SPONSOR further agrees by submitting this proposal/contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", as provided by the Department without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A SPONSOR in a covered transaction may rely upon a certification of a prospective participant in lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. The SPONSOR may decide the method and frequency by which it determines the eligibility of its principals.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by these instructions. The knowledge and information of SPONSOR is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if the SPONSOR in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction in addition to other remedies available to the Federal Government, the Georgia Department of Transportation may terminate this transaction for cause or default.

APPENDIX D

LOWER TIER CONTRACTOR  
CERTIFICATION REGARDING DISBARMENT, SUSPENSION,  
AND  
OTHER RESPONSIBILITY MATTERS

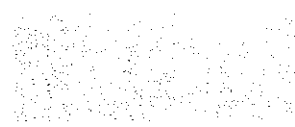
I hereby certify that I am the \_\_\_\_\_ and duly authorized representative of \_\_\_\_\_, whose address is \_\_\_\_\_, and I certify that I have read and understand the attached instructions and that to the best of my knowledge and belief the firm and its representatives:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by the Georgia Department of Transportation and by any Federal department or agency;
- (b) I acknowledge that this certification is provided pursuant to Executive Order 12549 and 49 CFR Part 29 and that this firm agrees to abide by the rules and conditions set forth therein for any misrepresentation that would render this certification erroneous, including termination of this Agreement and other remedies available to the Georgia Department of Transportation and Federal Government.
- (c) I further acknowledge that this certificate is to be furnished to the Georgia Department of Transportation, in connection with the Prime SPONSOR Agreement involving the participation of Federal-Aid Transit Funds, and is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

(SEAL)



## Instructions for Appendix D Certification

### Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - - - Lower Tier Covered Transactions

This certification applies to subcontractors, material suppliers, vendors and other lower tier participants.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out in Appendix D.

2. The certification, Appendix D, is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or Agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which the proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in these instructions and the certification, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal/contract that should the proposed covered transaction be entered into, it shall not knowingly enter into a lower tier covered transaction with a person/firm who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the Department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal/contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - - - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if the participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction in addition to other remedies available to the Federal Government, the department or agency may pursue available remedies, including suspension and/or debarment.

EXHIBIT D

Name of Contracting Entity:

\_\_\_\_\_

Contract No. and Name:

\_\_\_\_\_

\_\_\_\_\_

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or entity which is contracting with the Georgia Department of Transportation has registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the Georgia Department of Transportation within five (5) business days after any subcontractor is retained to perform such service.

\_\_\_\_\_  
E-Verify / Company Identification  
Number

\_\_\_\_\_  
Signature of Authorized Officer or  
Agent

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Printed Name of Authorized Officer or  
Agent

\_\_\_\_\_  
Title of Authorized Officer or Agent

\_\_\_\_\_  
Date

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

\_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_

[NOTARY SEAL]

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_