

Accounting Services  
for the  
Fargo-Moorhead Metropolitan Council of Governments  
Request for Proposals  
November 18, 2022

## PURPOSE OF PROPOSAL

The Fargo-Moorhead Metropolitan Council of Governments (FM Metro COG) is requesting proposals for the purpose of retaining a qualified accountant to provide billings, accounts payable, payroll, general ledger write-up services, monthly time and cost reports, quarterly financial reports, assist with annual Federal audit, year-end close out activities, and general consulting services relative to Metro COG's financial activities and operations. The intent of this solicitation is to request proposals from firms or individuals that can provide the specific accounting services necessary for Metro COG's operation.

Metro COG is a public organization funded with a combination of Federal and local funds. The organization's 2023-2024 annual budgets are approximately \$2.3 Million. Of that, internal operations are approximately \$1.2 Million annually. The remaining funds are used to hire engineering and planning consultants to complete a variety of transportation and land use studies.

## CONTRACTUAL SCOPE OF SERVICES

The successful proposer will be required to provide services that meet the scope of work described below.

- A. Accounting services to be provided by the Third Party Contractor
  1. The firm will post all monthly routine entries (i.e. revenue adjustments, add interest from bank accounts, monthly cash reconciliation for the checking and savings accounts) within 10 to 15 days after the end of the month.
  2. The firm will produce the general ledger and provide to the Executive Director no later than one day prior to the Policy Board meeting, which is held the third Thursday of every month.
  3. The firm will develop a Cost Allocation Plan and an Annual Indirect Cost Rate, consistent with the requirements of **2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards** to forward to the North Dakota Department of Transportation (NDDOT) for review and approval.

4. The firm will prepare all monthly vendor checks, and provide these by the designated dates each month.
5. The firm will prepare monthly state and federal financial reports, and monthly reimbursement materials with the monthly general ledger for Policy Board.
6. The firm will prepare and reconcile quarterly Metro COG financial reports within 10 or 15 days after the end of the month following the end of each quarter.
7. The firm will complete year-end functions such as balance the general ledger, trial balance, revenues and expenditures, enter any adjustments to the general ledger, etc., and the firm will make all accrual adjustments necessary, discuss these adjustments with the Executive Director, and provide a permanent copy of all year-end entries to Metro COG.

B. Financial technical assistance to be provided by the Third Party Contractor

1. The firm will assist the Executive Director in March-April of each year to develop the upcoming year's (fiscal year is calendar year) budget.
2. The firm will assist the Executive Director in July-August of each year to develop or update the upcoming year's work program based on COG staff hours, and define the cost allocation plan.
3. The firm may work with the Executive Committee and/or Policy Board to analyze current and long-range financial planning (e.g. five-year financial plan).
4. The firm may be required to attend Executive Committee and/or Policy Board meetings to discuss budget and financial matters on a quarterly basis.
5. The firm will assist the Executive Director on an on-call basis.
6. The firm will assist the Executive Director with complex funding issues, and communicate with state and federal DOT officials, when necessary.
7. The firm will assist the Executive Director with analyzing complex personnel costs such as moving expenses, military pay, etc.
8. The firm will provide the necessary personnel to answer general questions, as well as questions the Executive Director may have as to the allowability of any expenses. In order to provide this knowledge, the firm's representative must be well-versed in all applicable federal regulations including, but not limited to, 2 CFR 200, A-87, A-102, A-133, etc.

All services must be provided in a manner that is in accordance with the Statement on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants, accounting standards, and all procedures and recordkeeping must meet the requirements of the federal regulations.

### **TIMETABLE**

Metro COG's current accounting contract expires on December 31, 2022. A new contract secured before January 1, 2023 is preferred. After the release of this RFP, firms will have until Tuesday, December 6, 2022 at 12:00 PM to submit a proposal. The Metro COG Policy Board will make the selection at the December 15, 2022 meeting. Negotiation and contracting will be carried out after Policy Board approval, and service will begin January 1, 2023 subject to final contract approval by both Metro COG and the selected firm.

### **COMPENSATION SCHEDULE**

The firm must provide a breakdown of its required compensation levels. It is understood that these costs are provided on a "Not to Exceed" basis. It should also be understood that during contract negotiations, and the performance of services during the contract period, that Metro COG may choose to request less service, therefore the actual annual fee paid the accountant may be less than the "Not to Exceed" price quote.

However, it is further understood that a need or situation may arise that requires consultant services that fall outside of the "Not to Exceed" basic scope of work as contracted. In case of such occurrence arises, the proposer should also provide an hourly rate it would charge for the provision of services over and above the basic scope of work.

### **INFORMATION AND INSTRUCTIONS TO ACCOUNTING FIRMS**

To assist proposers in understanding Metro COG's current accounting system, the following information is provided:

- The annual Metro COG budget, which is adopted by the Policy Board, is composed of two general items, the Metro COG operational budget, which is approximately \$1.2M; and Metro COG's Contracted Planning Grant (CPG) (estimated \$700,000 - \$900,000). Monthly reports of expenditures are matched against the budget showing balance.

- Metro COG has eight full-time employees, up to three interns, and writes an average of 30 vendor checks per month, or approximately \$100,000 monthly.
- Payroll is currently handled by Payroll Professionals. If the prospective firm wishes to propose the option of including payroll in its scope of services, this must be proposed as an optional service, and a cost for the service shall be included as a separate line item in the cost proposal.
- Metro COG keeps its records on a modified accrual basis of accounting. The firm Brady, Martz & Associates, P.C., 401 Demers Avenue Suite 300, Grand Forks, ND 58208, was Metro COG's auditor for FY 2019, 2020 and 2021. Interested firms may contact Brian Opsahl for questions at 701.775.4685.
- A copy of Metro COG's 2021 Financial Audit report, the approved 2021-2022 budget, the 2023-2024 Unified Planning Work Program (UPWP), and samples of the monthly general ledger reports are available for review at the Metro COG office, or upon request.

To assist proposers in formulating their written proposal and cost proposal, Metro COG staff will be available to provide information, samples of work expected, and descriptions or presentations of Metro COG's general ledger program.

Metro COG may choose to set up the contract with the selected accounting firm in a manner that will allow annual contract extensions up to a specified number of years.

### **SERVICES TO BE COMPLETED BY METRO COG**

Metro COG will perform the following functions in support of the consultant's scope of work as identified in the Contractual Scope of Services section of this proposal.

- A. Metro COG will sign and mail all vendor checks.
- B. Metro COG will maintain the receipt journal and make appropriate deposits in its bank accounts, and monitor all balances.
- C. Metro COG will determine the general ledger account codes that invoices will be charged.
- D. Metro COG will code all payroll hours to correspond with work program coding.
- E. Metro COG will approve and sign all pertinent state and federal financial reports and reimbursement requests.

- F. Metro COG will provide data for budgets and annual work reports.
- G. Metro COG will provide data for annual federal financial audit.
- H. Unless otherwise specified as a result of negotiations, Metro COG's third-party payroll provider will prepare and deliver the firm quarterly payroll and tax reports (social security, workman's compensation, federal withholding, etc.) within 10 or 15 working days of the end of the reporting period.
- I. Metro COG's third-party payroll provider will prepare annual W-2s, 1099 statements, etc. by January 31 of each year.

### **PROPOSAL CONTENT**

All proposals shall include Contact Information, Introduction and Executive Summary, and a Work Plan and Project Methodology. Resumes and a summary of relevant experience shall be provided for both professional accounting staff directly assigned to Metro COG and the individual(s) to whom they report. Please also include a list of professional references, and if the firm qualifies under the federal definition as a minority, female, or Disadvantaged Business Enterprise (DBE). Proposals should also state that in accordance with the Statement of Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants, the proposer will complete all necessary services and procedures in compliance with the applicable laws, regulations, and contracts.

Attachments to review, complete, and submit are listed below:

- Exhibit A – Cost Proposal Form
- Exhibit B – Title VI Assurances
- Exhibit C – Current Federal Clauses

### **SUBMITTAL INFORMATION**

All proposals should be forwarded to:

Cindy Gray  
Executive Director  
Fargo Moorhead Metropolitan Council of Governments  
1 – 2<sup>nd</sup> Street North  
Case Plaza, Suite 232  
Fargo, ND 58102-4807

Proposals may also be emailed to Cindy Gray at [gray@fmmetrocog.org](mailto:gray@fmmetrocog.org). Please seek confirmation via email or phone that your email was received after sending.

Questions relating to any portion of this RFP can be answered by the Executive Director by calling 701-532-5103 between the hours of 8:00 AM and 5:00 PM, Monday through Friday.

All proposals must be received by Metro COG by Tuesday, December 6, 2022, by 12:00 PM.

It is the continuing policy of the FM Metro COG to afford equal opportunity to qualified individuals regardless of their sex, race, creed, disability, or national origin, and to conform to applicable laws and regulations. Equal opportunity encompasses all aspects of employment practices to include, but not limited to, recruiting, hiring, training, compensation, benefits, promotions, transfers, layoffs, recall from layoffs, discipline, and agency-sponsored educational, social, recreational programs. Additionally, it is the policy of this agency to provide its members a viable means for communicating and resolving grievances and complaints regarding unlawful discriminatory employment practices. Any employee of the FM Metro COG who fails to comply with this policy is subject to appropriate disciplinary action.

## Exhibit A – Cost Proposal Form

**Cost Proposal Form** – Include completed cost and submit with concurrently with the technical proposal as part of the overall RFP response. The cost estimate should be based on a not to exceed basis and may be further negotiated by Metro COG upon identification of the most qualified Consultant. Changes in the final contract amount and contract extensions are not anticipated.

### REQUIRED BUDGET FORMAT

Summary of Estimated Project Cost

1.	Direct Labor	Hours	x	Rate	=	Project Cost	Total
	Name, Title, Function	0.00	x	0.00	=	0.00	0.00
			x		=	0.00	0.00
			x		=	0.00	0.00
				<b>Subtotal</b>	=	0.00	0.00
2.	<b>Overhead/Indirect Cost (expressed as indirect rate x direct labor)</b>					0.00	0.00
3.	<b>Subconsultant Costs</b>					0.00	0.00
4.	<b>Materials and Supplies Costs</b>					0.00	0.00
5.	<b>Travel Costs</b>					0.00	0.00
6.	<b>Fixed Fee</b>					0.00	0.00
7.	<b>Miscellaneous Costs</b>					0.00	0.00
<b>Total Cost</b>					=	0.00	0.00

## Appendix B: Title VI Assurances

The **Fargo-Moorhead Metropolitan Council of Governments** (herein referred to as the "Recipient"), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Federal Highway Administration is subject to and will comply with the following:

### **Statutory/Regulatory Authorities**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

### **General Assurances**

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

*"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," for which the Recipient receives Federal financial assistance from DOT, including the Federal Highway Administration."*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

### **Specific Assurances**

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Federal-Aid Highway Program.

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.



2. The Recipient will insert the following notification in all solicitations for bids, Requests for Proposals for work, or material subject to the Acts and the Regulations made in connection with all Federal-Aid Highway Program and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

*"The Fargo-Moorhead Metropolitan Council of Governments, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."*

1. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
2. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
3. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
4. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
5. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
  - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
6. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
  - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
  - b. the period during which the Recipient retains ownership or possession of the property.

7. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
8. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the Fargo-Moorhead Metropolitan Council of Governments also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the Federal Highway Administration's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the Federal Highway Administration. You must keep records, reports, and submit the material for review upon request to the Federal Highway Administration, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Fargo-Moorhead Metropolitan Council of Governments) gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Federal-Aid Highway Program. This ASSURANCE is binding on Fargo-Moorhead Metropolitan Council of Governments, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Federal-Aid Highway Program. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

  
Brad Olson  
Chair, Metro COG Policy Board

1/16/2020  
Date

**Attachments: Appendices A and B**

**Fargo-Moorhead Metropolitan Council of Governments**Appendix A of the Title VI Assurances

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees as follows:

1. Compliance with Regulations:

The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination:

The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:

In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. Information and Reports:

The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or the Federal Highway Administration as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance:

In the event of a contractor's noncompliance with the Nondiscrimination provisions of

this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
- b. cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions:

The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

Appendix B of the Title VI Assurances

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

**Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age

- Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
  - The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
  - Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
  - Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
  - Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

## APPENDIX C

### CURRENT FEDERAL CLAUSES

## Federal Clauses

### Equal Employment Opportunity Clause – 41 CFR 60-1.4(a) and 2 CFR Part 200 Appendix II (C)

#### 41 CFR 60-1.4(a)

- (a) *Government contracts.* Except as otherwise provided, each contracting agency shall include the following equal opportunity clause contained in section 202 of the order in each of its Government contracts (and modifications thereof if not included in the original contract):during the performance of this contract, the contractor agrees as follows:
- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
  - (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
  - (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the secretary of labor.
  - (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the secretary of labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the secretary of labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
  - (6) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the secretary of labor, or as otherwise provided by law.

- (7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the secretary of labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the secretary of labor as a means of enforcing such provisions including sanctions for noncompliance: *provided, however*, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the united states to enter into such litigation to protect the interests of the United States.

### **2 CFR Part 200 Appendix II (C)**

- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

### **Sanctions and Penalties for Breach of Contract – 2 CFR Part 200 Appendix II (A)**

- (A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

### **Termination for Cause and Convenience – 2 CFR Part 200 Appendix II (B)**

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

### **Rights to Inventions Made Under a Contract or Agreement – 2 CFR Part 200 Appendix II (F)**

- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and



Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

**Debarment and Suspension - 2 CFR Part 200 Appendix II (I)**

- (I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” 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.

**Byrd Anti-Lobbying Amendment - 2 CFR Part 200 Appendix II (J)**

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