

**REQUEST
FOR
PROPOSAL**

Contract For Intercity Bus Services

There will be a mandatory pre-proposal conference for this solicitation

On November 12, 2019 at 10:00 am

Offeror Registration: In order to receive an award you must be a registered Offeror with eVA.

Note: This public body does not discriminate against faith based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against an Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.



Request for Proposals

RFP #: 505-20-CC0010

Issue Date: October 30, 2019

Title: Intercity Bus Services

Commodity Code:

Issuing Agency: **Commonwealth of Virginia
Department of Rail and Public Transportation
600 East Main Street, Suite 2102
Richmond, VA 23219**

Initial Period of Contract: Date of award through two (2) year term with the possibility of three (3) one (1) year renewals.

Proposals
Will be received until: **December 17, 2019 at 3 pm**

All Inquiries to: Melissa Myers
600 East Main St., Suite 2102
Richmond, VA 23219
Melissa.myers@drpt.virginia.gov
(804) 225-3745

ALL PROPOSALS MUST BE MAILED OR HAND DELIVERED TO THE ADDRESS ABOVE
In compliance with this Request for Proposals and to all conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm:

_____	_____
Company Name	Date
_____	_____
Address	Signature in Ink
_____	_____
City, State, Zip	Printed or Typed Name of Above
_____	_____
FEI/FIN Number	Phone
_____	_____
E-mail	Fax

A Mandatory Pre-Proposal Conference will be held on, November 12, 2019 at 10:00 A.M. at 600 E. Main Street, conference room 101, Richmond, Virginia. See Section VIII for more information.

Small, Women, and Minority (SWAM) Owned Businesses are encouraged to participate.

PROPOSAL CHECKLIST

The following items must be submitted as part of your application for it to be considered complete. Mark each item and provide signature at the bottom attesting to the submittal of all required documentation:

<input type="checkbox"/>	Tab 1: Contact Person (preceding page and Attachment B)
<input type="checkbox"/>	Tab 2: Attachment D - Completed Proposal Application
<input type="checkbox"/>	Tab 3: Proposal Worksheets - Worksheets 6A-7D
<input type="checkbox"/>	Tab 4: Proposer's Drug and Alcohol Policy
<input type="checkbox"/>	Tab 5: Attachment C - Small Business Subcontracting Plan Part 8 State Certifications and Assurances signed by proposer
<input type="checkbox"/>	Tab 6: Attachment F- Completed and signed Federal Certifications
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	

This section to be completed by the person who validated the accuracy and completeness of this application.

Validated By: _____ Date: _____
Signature

REQUEST FOR PROPOSALS

Contract for

TABLE OF CONTENTS

INTRODUCTION.....	5
FTA GUIDANCE.....	5
VIRGINIA PROGRAM EMPHASIS	6
SCOPE OF SERVICES.....	7
OTHER REQUIREMENTS	9
GENERAL REQUIREMENTS.....	14
PROPOSAL REQUIREMENTS.....	15
EVALUATION AND AWARD CRITERIA.....	16
REPORTING AND DELIVERY REQUIREMENTS	16

ATTACHMENTS

Attachment A: Required General Terms and Conditions

Attachment B: Special Terms and Conditions

Attachment C: Small Business Subcontracting Plan

Attachment D: Application Forms

Part 1: Applicant Information

Part 2: Experience of Firm/Organization

Part 3: Financial Status and Insurance

Part 4: Project Staffing and Management Plan

Part 5: Maintenance, Safety and Emergency Response Plans

Part 6: Description of Services-Proposed Projects (Worksheets 6A and 6B)

Part 7: Budget (Worksheets 7A, 7B, 7C, and 7D)

Attachment E: Federal Clauses

Attachment F: Federal Certifications

INTRODUCTION

The Virginia Department of Rail and Public Transportation (DRPT) announces the availability of funding for additional intercity bus services. Based on the need for intercity bus service identified in the most recent statewide intercity bus assessment – [Virginia Breeze Expansion Alternatives Analysis, Final Report, June 28, 2019](#) – which analyzed gaps in existing service, potential ridership, operational costs, and stakeholder and public input. Through this analysis, DRPT has identified two new intercity bus routes as the priority for service implementation at this time. The two routes identified aim to connect Danville, Virginia to Union Station in Washington, D.C., and Martinsville, Virginia to Richmond, Virginia. **Offerors may submit proposals for one or both routes.**

The two new routes will accompany the Commonwealth’s first intercity bus route, known today as [“The Virginia Breeze”](#) which was implemented by DRPT in December 2017, to form Virginia’s state-sponsored intercity bus network. (The initial route was identified as a result of the [Virginia Statewide Intercity Bus Study, Final Report, from September 2013](#).) Moving forward this network will collectively be called “Virginia Breeze”.

FEDERAL TRANSIT ADMINISTRATION (FTA) GUIDANCE

Program guidance for FTA’s rural intercity bus program is provided in [\(FTA Circular 9040.1G \(49 U.S.C. 5311 – Formula Grants for Other Than Urbanized Areas\)](#), Chapter VIII, Intercity Bus. The Circular defines intercity bus service as “regularly scheduled bus service for the general public, operating with limited stops over fixed routes connecting two or more urban areas not in close proximity, which has the capacity for transporting baggage carried by passengers, and which makes meaningful connections with scheduled intercity bus service to more distant points, if such service is available.” Package express service may also be included, if incidental to passenger transportation¹.

Services must be designed to provide for a meaningful connection with the national intercity bus network, including service to connecting points at times when passengers may make convenient connections.

National Program Objectives

The National Objectives as prescribed by FTA in the Circular are as follows:

- To support the connection between rural areas and the larger regional or national system of intercity bus service.
- To support services to meet the intercity travel needs of residents in rural areas.
- To support the infrastructure of the intercity bus network through planning and marketing assistance and capital investment in facilities.

Visit the below sites for more information about FTA’s intercity bus program:

- <https://www.transit.dot.gov/about/intercity-bus-program-section-5311-f>

¹ Intercity service is not limited by the size of the vehicle used or by the identity of the carrier. Air, water, and rail service are not included. Assistance must support intercity bus service in rural and small urban areas (rural places are defined as under 50,000 persons). Charter and tour services are not eligible for FTA assistance per 49 CFR Part 604. Commuter bus services are not eligible for funding under this program.

- https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/FTA_Circular_9040_1Gwith_index_-_Final_Revised_-_vm_10-15-14%281%29.pdf

VIRGINIA PROGRAM EMPHASIS

As addressed in the [Virginia Breeze Expansion Alternatives Analysis, Final Report, June 28, 2019](#), a particular focus of the DRPT Section 5311(f) program is the provision of intercity bus connections to rural and small urban areas that have lost intercity connections, focusing the limited resources on new routes or services in areas that have the fewest alternatives as a means to provide intrastate connections as well as interstate links.

The definition of eligible intercity bus services under this program includes services that are:

- Open to the general public, and
- Regularly scheduled service (service offered five to seven days a week), and
- Fixed-route, and
- Fixed schedule, and
- Operated between two or more urban areas over long distances, and
- Capable of carrying baggage, and
- Providing a meaningful connection (in terms of coordinated stop locations, schedules, and information) to the national system of intercity bus transportation.

Commuter bus service is not eligible under this program. Charter and tour services are not eligible under this program.

Intercity service is not defined by the type of vehicle used (except for the requirement to carry baggage). All vehicles used to provide services under this program must be fully Americans With Disabilities Act (ADA) compliant². The size and capacity of the vehicle used should support expected ridership, baggage, and ADA requirements.

DRPT requires that all services provided under this program offer users meaningful connections with the national intercity bus network, including interline (joint) ticketing and service connections that are shown in the public timetables for the services. Connections to local public transit, passenger rail, and air travel are strongly encouraged.

All carriers that offer direct service or as an interline partner offer service to points that cross state lines, must be in compliance and in good standing with the Federal Motor Carrier Safety Administration (FMCSA) by July 1, 2019. In addition, carriers must be in full compliance with motor carrier safety and vehicle registration regulations for the state of Virginia, which can be found at: <https://www.dmv.virginia.gov/webdoc/pdf/mcts247.pdf>.

A carrier that has previously operated service under contractual agreement with DRPT must have done so with no penalties imposed. The carrier shall remain ineligible for two years from the date of such penalty being imposed.

Eligible Expenses

² Over-the-Road buses that meet the requirements of 49 CFR Part 38, Subpart G (49 CFR 38.151 et seq.) will be considered accessible. If intercity services are operated by a public entity or under contract to a public entity, they must be compliant with both 49 CFR Part 38.23 and Subpart G of Part 38.

Eligible operating expenses for the intercity program will be based on either a line item budget showing costs related to this project specifically (Budget Form A) or on a fully-allocated cost per revenue mile (Budget Form B).

The line item budget can include items such as fuel, oil, replacement tires, replacement parts, maintenance and repairs, driver and mechanic salaries and fringe benefits, dispatcher salaries and fringe benefits, and licenses. It can also include administrative expenses, including items such as transit manager's salary, secretary and bookkeeper salaries, marketing expenses, office supplies, vehicle insurance, and facility and equipment rental.

All of these expenses are to be included in the fully-allocated cost per revenue mile, without showing separate line items. In addition, the fully-allocated cost per revenue mile can include depreciation and profit, as it is intended to be an all-inclusive rate per revenue mile.

Net operating expenses are those expenses that remain after operating revenues are subtracted from eligible operating expenses. At a minimum, operating revenues must include farebox revenues, but may also include revenue from bus package express, bus ticket sale commissions, or advertising on the vehicle. Operating revenues are all revenues accrued to the benefit of the project including farebox revenue (passenger fares) and contract revenues. Farebox revenues include fares paid by passengers who are later reimbursed by a human service agency, or other user-side subsidy arrangements, but do not include payments made directly to the transit provider by human service agencies.

Commuter Bus service is not an eligible expense under the FTA Section 5311(f) program.

Operating Assistance and In-kind Match

DRPT typically funds operating assistance at the maximum federal participation ratio of 50 percent of net operating expenses. However, the Section 5311(f) program is unique in that FTA permits a state to use the value of unsubsidized connecting intercity bus service as the local match for operating projects under this program.

DRPT intends to utilize the in-kind match funding method. The project is defined to include both the unsubsidized route segment and the subsidized segment. Under current FTA guidance DRPT can count 50% of the value of the fully-allocated cost of the unsubsidized segment (unsubsidized revenue-miles times the fully-allocated cost per mile) as the non-federal share of the combined project. DRPT intends to use in-kind match along with matching FTA funds to fund the entire net operating deficit of the subsidized segments. The carrier operating the unsubsidized segment must provide DRPT with a letter certifying their willingness to provide the match, the schedules and routes involved, and the dollar value of the match.

SCOPE OF SERVICES

Overview: DRPT is seeking Offerors to provide intercity bus service on two separate corridors: service operating via the 29 corridor from Danville, Virginia to Union Station in Washington, D.C., and a separate service operating via the 360 corridor from Martinsville, Virginia to Richmond, Virginia. **Offerors may apply to operate one or both of the requested services. Full detail on the proposed service(s) should be provided separately for each project.**

DRPT is seeking turnkey intercity bus services, in which the Offeror will provide the following: all vehicles and equipment; sufficient staffing to provide daily operation of the services; regularly scheduled, year-round service on the proposed intercity route(s); obtain all required permits and authority; obtain required insurance; conduct appropriate maintenance; retain records; enter into

agreements with other carriers as required to support the use of interline ticketing; obtain access to private or public intermodal terminals of connecting services; obtain access to and enter into agreements with private property owners when necessary; and obtain access to and enter into agreements with local jurisdictions when necessary.

Exhibit 1 presents a map of the proposed routes. DRPT will not fund projects that would be in direct competition with existing services.

Offerors are encouraged to propose detailed route maps and example timetables, based on their experience in operating intercity bus services, local knowledge of the corridors, and the need to provide connectivity to the national intercity bus network.

Offerors can describe their proposed service by including specific information such as:

- A route map showing proposed stop locations;
- Local area maps and/or satellite imagery (e.g. Google Street View screenshots) depicting proposed stop locations;
- Details regarding the frequency of service; and
- A timetable presenting the proposed schedule (including scheduled arrival/departure times for connecting services, where applicable).

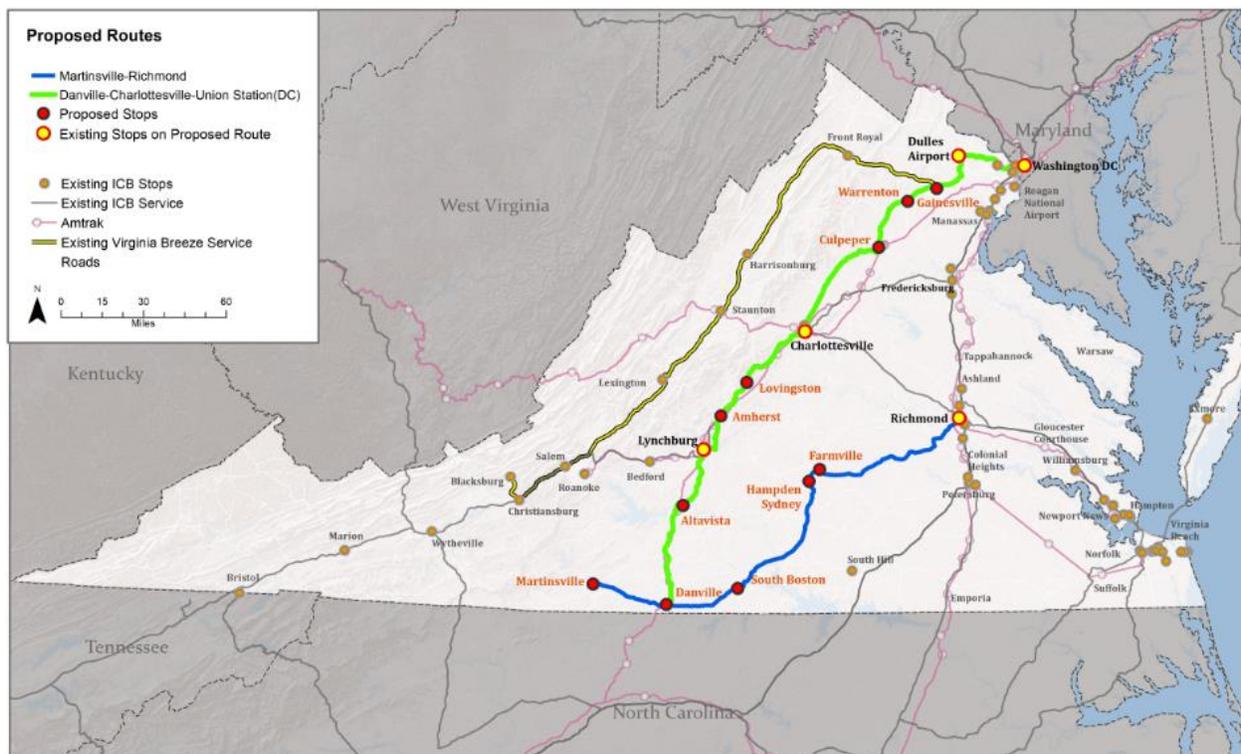


Exhibit 1: Proposed Routes Map

Routing: DRPT is seeking proposals to provide service on two separate corridors: service operating via the 29 corridor from Danville, Virginia to Union Station in Washington, D.C., and a separate service operating via the 360 corridor from Martinsville, Virginia to Richmond, Virginia. (See Exhibit 1.)

Anticipated Stops: To provide connectivity both routes should connect with the national intercity bus network where possible. Connections to local public transit service, passenger rail, and air travel are strongly encouraged. Possible stops along the Danville to Union Station route may include but are

not limited to: Danville, Altavista, Lynchburg, Charlottesville, Culpeper, Dulles International Airport, and Union Station. Possible stops along the Martinsville to Richmond route may include but are not limited to: Martinsville, Danville, South Boston, Farmville, and Richmond.

As mentioned above, Offerors should take the following factors into consideration when selecting stop locations:

- Distance from interstate;
- Ease of access for bus;
- Proximity between stops;
- Local public transit connections;
- Availability of overnight parking;
- ADA compliance; and
- Availability of pedestrian amenities (potential shelter from the elements, access to restrooms, seating, lighting, general safety, bicycle storage options, etc.).

Offerors are encouraged to meet with localities and organizations where stops are proposed and submit documentation of the meetings and the input received. Potential local contacts include the following:

- Local public transit operators;
- Local Chambers of Commerce;
- Universities and Colleges;
- Metropolitan and Planning District Commissions; and
- Private property owners and property management staff.

Schedule: Offerors should propose timetables that provide scheduled connectivity to and from other intercity bus services linking the region with the national intercity bus network. Meaningful connections to the national intercity bus network are critical to the operation of these routes as the FTA allows the local portion of the funding for intercity bus routes to be provided through an in-kind mileage match. Offerors should consider a meaningful connection to be scheduled opportunities for riders to transfer to connecting intercity bus services within a two-hour window. Offerors may propose schedules in this corridor based on their experience in operating intercity bus services, and local knowledge of the market and the corridor and the need to provide connectivity to the national intercity bus network.

Frequency: A minimum of one round-trip per day, seven days-a-week is required. Service must be year-round and include service on holidays.

Estimated Ridership: Exhibit 2 below presents ridership estimates as developed in [Virginia Breeze Expansion Alternatives Analysis, Final Report, June 28, 2019](#). Note that it is anticipated that ridership will take time to develop, and that ridership in the first year of service could be lower than ridership in the second year of service. Note that reimbursement of net operating expenses will be based on actual costs and revenues by month. The service may be subject to modification or discontinuance if ridership fails to achieve the minimum performance goals identified in this Request for Proposals (RFP).

Proposed Route	Annual Vehicle Trips	Mean Demand	Boardings per Trip
Danville-Charlottesville-Union Station (DC)	730	10,050	14
Martinsville-Danville-Richmond	730	5,500	8

Exhibit 2: Estimated Ridership

Period of Performance

It is anticipated that this contract will be for an initial period of two years. It may be renewed by DRPT upon written agreement of both parties for three (3) successive one (1) year periods, under the terms of the current contract, and no less than ninety (90) days prior to the expiration.

OTHER REQUIREMENTS

Performance Expectations and Requirements

The on-time performance of this service shall be monitored. It is expected that the Offeror who is awarded the contract ("Contractor") will be able to meet all scheduled departure times except in cases of emergency, inclement weather, or the need to hold for late connections. Failure to meet schedules due to maintenance or dispatch problems or equipment failure that are the responsibility of the Contractor will be considered a failure to perform and will result in appropriate adjustments to invoices and may result in additional actions by DRPT to ensure satisfactory service for the citizens of Virginia. DRPT will cooperate with the operator to address any related incident if it should arise; however, the operator must notify DRPT immediately of such an occurrence and implement a contingency to continue operations in a safe manner. The operator will be responsible for all additional costs to passengers for missing departure connections.

Interline Ticketing and Information

Offerors must be interline partners on the national intercity bus network. An interline partner is able to sell tickets that allow a passenger to buy a single ticket that provides travel through two or more different bus companies. The National Bus Traffic Association (NBTA) clearinghouse allows the numerous firms that provide transportation on a particular ticket to collect their proportionate share of the revenue based on the part of the trip that particular carrier provided. More information on this can be found at: <http://www.bustraffic.org/>. Participation in the NBTA revenue clearinghouse is possible at minimum cost for firms and public transit agencies providing rural intercity service as a sponsored member. Contact NBTA for more information.

Vehicle

Vehicles must be fully operated and maintained by the Contractor.

Intercity service is not defined by the type of vehicle used (except for the requirement to carry baggage). All vehicles used to provide services under this program must be fully ADA compliant. The size and capacity of the vehicle used must support expected ridership, baggage, and ADA requirements. In the event that ticket sales approach maximum vehicle capacity, Offerors should allow DRPT the option to add supplementary vehicle(s) to the trip. The decision to add supplementary vehicles will be made at DRPT's discretion. Supplementary vehicles must adhere to the service schedule while supporting baggage and ADA requirements.

Vehicles must offer fully functioning passenger amenities at no cost to riders including Wi-Fi, in-seat power outlets, and restrooms. If restrooms are not fully ADA accessible, Offerors must provide reasonable accommodation for passengers by allowing for rest stops at fully ADA accessible locations. Should supplementary or back-up vehicles be used to provide service in the event of primary vehicle maintenance or to provide additional capacity, all vehicles should offer fully functioning passenger amenities as described above.

Buses must be fully branded and exclusively used for Virginia Breeze service. Bus wrap designs will be provided by DRPT. Offerors are responsible for ordering wraps, wrap installation, and wrap maintenance and replacement. All costs associated with bus wraps shall be included in monthly invoicing. Back-up or supplementary vehicles are not required to be branded, as they should only be used to provide Virginia Breeze service temporarily.

Technology

Offerors must maintain, update, and share General Transit Feed Specification – Real Time (GTFS-Realtime) with DRPT and must register in Google Transit at <http://google.com/transit>, providing schedule information in the required format and updating this information as schedule changes occur.

DRPT intends to offer riders a mobile application(s) that allows users to access real-time bus updates including but not limited to: the ability to track buses in real time, view arrival time updates, view service delay and emergency cancellation messages, purchase tickets, and view customer service contact information and resources. Offerors must share all data sources required to make these functions possible through a third party mobile application. All vehicles used to provide service (including those supplementary or back-up vehicles that may be used to provide service in the event of primary vehicles being out of service or to add capacity) must be equipped with the necessary technology to track buses in real time and must share real time data in a way that can be processed by a third party mobile application. Offerors are responsible for ordering equipment, and for its installation, maintenance, and replacement. All costs associated with equipment should be included in monthly invoicing. All back-up and supplementary vehicles should be equipped with this technology.

Offerors must have a system in place for notifying ticket purchasers directly in the event of an emergency service cancellation.

Reporting & Data Sharing

In addition to the GTFS and real time tracking capabilities detailed above, DRPT requires Offerors to share various data used for performance monitoring and operations management. The lists below identify the data and reporting frequency required by DRPT from the Offerors:

Monthly reporting (due to DRPT within 3 business days of the last day of each month):

- Ridership by origin and destination (with the ability to view by date, direction, and trip)
- Ticket sales by origin and destination including ticket cost (with the ability to view by date, direction, and trip)
- In-kind mileage report (details the number of unsubsidized interlining intercity bus trips available, and their trip length in miles)
- On-time performance (details the actual arrival and departure times for each bus, ability to view by day of the week, date, stop, direction, and trip)

As requested by DRPT:

- Ticket sales by origin and destination including ticket cost (with the ability to view by date, direction, and trip)
- Ticket availability/vehicle capacity remaining
- Ticket purchaser email address list (by date, direction, and trip).

Bus Stop Signage

Bus stop sign designs will be provided by DRPT. Offerors are responsible for sign fabrication (including sign posts and all required hardware), installation, maintenance and replacement as needed. All costs associated with signage shall be included in monthly invoicing. Replacement of signage is required in the event that DRPT re-brands or redesigns bus stop signs.

On-Board Notices

As mandated by federal Title VI and ADA regulations, DRPT requires Offerors to post on-board notices. These notices will be provided by DRPT and must be posted clearly and visibly in all vehicles in Virginia Breeze service at all times, including any back-up or supplementary vehicles. These documents may be updated periodically. All updated documents provided by DRPT shall replace existing documentation on all vehicles.

Additionally, as part of DRPT's Title VI policy, DRPT offers Virginia Breeze riders a translation service. Offerors are required to train all operators on the use of the translation service and submit documentation listing which operators have been trained. Offerors must post notices and instructions on how to use the service clearly and visibly in all vehicles in Virginia Breeze service at all times.

On-Board Surveys

DRPT will periodically conduct on-board surveys of riders. These surveys may be paper or electronic and will be provided by DRPT. Offerors must present the survey to riders and collect and mail completed paper surveys to DRPT. All costs associated with mailing surveys shall be included in monthly invoicing.

Federal Motor Carrier Safety Administration

Intercity service Offerors crossing State lines are required to be in compliance with Federal Motor Carrier Safety Administration (FMCSA) regulations. Also, Offerors of intrastate service that interline with services to provide interstate trips must meet FMCSA regulations. More information can be found at: <http://www.fmcsa.dot.gov/>.

Drug and Alcohol Policy and Procedures

Offerors must meet Drug and Alcohol Policy and Procedures requirements, and ensure that employees adhere to policy. For Offerors who receive FTA financial assistance which supports the majority of their overall operations, please submit an approved FTA Drug Free Workplace Policy and an approved Drug and Alcohol Testing Policy (refer to the FTA website: <http://transit-safety.volpe.dot.gov/DrugAndAlcohol/Default.aspx> for information). For Offerors who are private-for-profit carriers that already report to FMCSA, please submit proof of an approved FMCSA Drug and Alcohol policy (refer to FMCSA website: <http://www.fmcsa.dot.gov/safety-security/safety-initiatives/drugs/drugs-alcohol.htm> for more information). IMPORTANT: For private-for-profit carriers that have not or have not previously operated services funded with FTA funds, the organization's Drug and Alcohol policy will have to be updated to incorporate FTA Drug & Alcohol requirements, recognizing that the FTA requirements will apply to services operated under this grant. For example, FTA definitions of the individuals involved in safety-sensitive functions differ from those used by FMCSA, and there are other differences. A "Sample Drug and Alcohol Policy – FTA and FMCSA" incorporating the requirements of both agencies is available on the FTA website at <https://transit-safety.fta.dot.gov/DrugAndAlcohol/Tools/PolicyBuilder/CreatePolicy.aspx>. The link to the Word file with the sample policy is in the "*Note" that follows the "Click to Begin" line on that page.

National Transit Database Reporting

Offerors are required to report 5311(f) intercity bus program activities annually to the National Transit

Data Base (<http://www.ntdprogram.gov/ntdprogram/rural.htm>). The reporting period is from July to June, with the report due to DRPT by September. Data collected includes the amount of federal funding utilized, annual vehicle revenue-miles and regular unlinked passenger trips.

Americans with Disabilities Act Requirements

Americans with Disabilities Act (ADA) Requirements: All Offerors must comply with 49 CFR Part 37. All vehicles proposed to operate these services must be fully wheelchair accessible and operators trained to proficiency in the use of accessibility features.

Title VI Requirements

All intercity bus service must be in full compliance with DRPT's Title VI plan (<http://www.drpt.virginia.gov/about/non-discrimination/http://www.drpt.virginia.gov/about/non-discrimination/>) which prohibits the inequitable treatment of persons as a result of projects which are undertaken with federal financial assistance. This plan details what actions DRPT will take to prevent discrimination in federally funded projects and addresses environmental justice among minority and low income populations and improves access to services for persons with limited English proficiency.

Section 5333(b) Special Warranty for Labor Protection

All Section 5311 operational projects, including intercity bus (5311(f)) projects, require agreement to the terms and conditions of the standard Section 5333(b) special warranty for the Section 5311 program. The assurance is included in the Certifications and Assurances section of this application.

Coordination with Local Public Transit

Evidence of coordination efforts with local agencies or transportation services is required as part of the application. Information should be provided by Offerors in the appropriate section of the application documenting details about the Offeror's efforts to coordinate services with local agencies or public transportation providers.

Pre-Trip Inspection and Vehicle Maintenance Records

The Contractor will be required to maintain appropriate vehicle maintenance and pre-trip inspection records. DRPT may conduct a site visit to review such records. The purpose of the site visit is to ensure appropriate recordkeeping and to inspect the fleet used in these services.

Compliance with All Federal and State Requirements

The Contractor must comply with all Federal and State requirements pertaining to the 5311 program.

Performance Measures

There are two sets of relevant performance measures. One set applies to the Contractor during the pre-service phase, before scheduled service is initiated, and the other set applies to the service itself over time as ridership and revenues build.

Pre-Service Phase: This consists of a series of tasks that must be accomplished prior to service initiation:

- Finalize schedule and stops, including arrangements with commission agents or those in control of unstaffed stops. Present listing to state and connecting carriers (providers of in-kind

match);

- Develop communication procedures and contacts with transportation partners, including connecting intercity bus carriers, other intercity bus providers, Amtrak (if applicable), local transit operators in the service area, and any other public or private providers;
- Obtain sponsored membership in the National Bus Traffic Association or make alternative arrangements before service begins in order to interline successfully with the national intercity bus network;
- Work with connecting carriers to be included in their ticketing and payment systems.
- Must document FMCSA authority as an interstate carrier as required to be able to sell or accept interline (interstate) tickets;
- Document that all vehicles to be used on these services are fully ADA compliant, including all wheelchair accessibility features, and that staff are trained to proficiency in the use of these features;
- Provide an updated Vehicle Inventory (see Worksheet 6B) to DRPT; and
- Provide updated Drug and Alcohol Policy to DRPT, initiate testing, set up reporting protocol.

In-Service Phase: Based on the reporting required with monthly invoices, the ridership, revenues and costs of Virginia's rural intercity bus services will be monitored to determine progress toward the following performance goals:

- Annual ridership of at least 1,200 persons on each route;
- Revenue per bus-mile of at least \$0.50;
- A farebox recovery of at least 20 percent; and
- A maximum subsidy per passenger-trip of no more than \$60.

It is recognized that these levels will not be achieved immediately, but DRPT will evaluate performance with respect to these goals at the end of the first year with the expectation that at a minimum the service will meet 50% of these levels at that time. DRPT reserves the right to terminate services or request changes to service that do not meet these minimums at any point after the end of the initial year of service.

GENERAL REQUIREMENTS

- 1. RFP Response** - In order to be considered for selection, Offerors must submit a complete sealed written response to this RFP. Offerors must submit one (1) digital version and five (5) paper copies (so marked) of each proposal to DRPT. No other distribution of the written proposal shall be made by the Offeror. Proposals must be received at the following location by December 17, 2019, at 3:00 p.m.:

Attn: Melissa Myers
Department of Rail and Public Transportation
600 East Main Street, Suite 2102
Richmond, VA 23219

In addition, the Offeror may be required to make a subsequent oral presentation detailing how the Offeror would approach the specific program objectives outlined in the Statement of Needs.

2. Written Proposal Preparation

- A.** Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in DRPT requiring prompt submission of missing information and/or giving a lowered

evaluation of the proposal. Proposals that are substantially incomplete or lack key information may be rejected by DRPT at its discretion.

- B. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents which cross-references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- C. Proposals should be prepared simply and economically, providing straightforward concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. Each copy of the proposal should be in a single volume where practical. Elaborate brochures and other representations beyond that sufficient to present a complete and effective proposal are neither required nor desired. **No proposal, in its entirety, should exceed 100 pages one-sided.**

SPECIFIC PROPOSAL REQUIREMENTS

Proposals should be as thorough and detailed as possible so that DRPT may properly evaluate the Offerors' capabilities to provide the required services. Offerors are required to submit the following items in order for their proposal to be considered complete.

RFP Cover Sheet – The RFP Cover Sheet (page 2 of this RFP) shall be completely filled out and signed as required.

Tab 1 Contact Person – The Offeror must identify the name, telephone number and e-mail address for the contact person who will be responsible for coordinating the efforts and personnel of all parties and/or sub-Consultants involved in the proposal.

Tab 2 Completed Attachment D. Applications Forms – The Offeror must provide a detailed description of its understanding of the services to be provided with descriptions of the approach and procedures employed on similar projects elsewhere. The Offeror must describe the process it will follow to respond to a specific purchase order request from DRPT. The Offeror should also describe the management procedures it will follow to provide the required transportation services. Attachment D includes specific questions to be answered by the proposal to provide DRPT with this information, including:

- A. A detailed statement indicating the organizational structure under which the firm proposes to conduct business. If more than one firm is involved in this project, state the type of arrangement between the firms and the percentage of work to be performed by each.
- B. A list of the key personnel including sub-consultants who could be assigned to the various tasks identified. Give the relevant experience record of each and include resumes and any certifications.

- C. A list of references to include name, address, telephone number, project, and amount of project.

Tab 3 Completed Worksheets – Attachment D references Excel worksheets 6A and 6B, and 7A, 7B, 7C, and 7D. These must be completed and provided both in hard copy and electronically.

Tab 4 Drug and Alcohol Policy – The Offeror should include a copy of their Drug and Alcohol Policy document as called for in the “Other Requirements”

Tab 5 Virginia Department of Small Business and Supplier Diversity (DSBSD/SWAM) Participation – The Offeror shall indicate the percentage of DSBSD/SWAM participation and specify the types of work to be performed by DSBSD/SWAM sub-Consultant. In order to be considered for the selection of this Request for Proposals, the Offeror must submit six (6) copies of the Small Business Subcontracting Plan. A blank copy of this document is included as **Attachment C**.

All DSBSD/SWAM Offerors must be certified with the Virginia Department of Small Business and Supplier Diversity. If the DSBSD/SWAM Offeror is not certified they must demonstrate that they are eligible to be certified, and they must receive such certification prior to the solicitation due date. The Virginia Department of Small Business and Supplier Diversity can be contacted at (804) 786-6585. The DSBSD/SWAM goal for this contract is 25%. If the DSBSD/SWAM Offeror is the Prime Offeror, the Offeror will receive full credit for planned involvement.

Tab 6 Federal Certifications Signed Federal Certifications (Application attachments that are in Attachment F).

EVALUATION AND AWARD CRITERIA

An Offeror for this intercity bus service will be qualified and selected by DRPT’s Selection Committee based on the following weighted criteria:

<u>FOR SERVICES</u>	<u>POINT VALUE</u>
1. Experience	20 points
2. Commitment to SWAM Utilization	20 points
3. Staffing and management	10 points
4. Maintenance, Safety, and Emergency response plans	10 points
5. Price	10 points
6. Description of Services (innovation of services will be weighted in this section)	30 points
Total Points	<u>100 points</u>

REPORTING AND DELIVERY REQUIREMENTS

A. MEETINGS AND REVIEWS - DRPT shall hold an initial conference with the Contractor at a place and time selected by DRPT for the purpose of reviewing the Contractor’s proposed schedules, procedures, and methods, and to clarify any ambiguities that may then exist. The Contractor’s Principal Officer and others requested by DRPT shall attend the conference. DRPT may request

additional reviews during the contract period to evaluate Contractor performance and provide feedback.

B. PROGRESS REPORTS – The Contractor must meet all due dates on all tasks assigned. To provide feedback to DRPT concerning this requirement, the Contractor shall submit monthly progress reports providing detailed information on the status of the work effort on each of the various project tasks. The progress reports shall include total authorized funds and expended funds to date. The total expended must be broken down by amounts paid to SWAM and non-SWAM businesses each month and paid to date. It shall summarize all work efforts in the reporting period including personnel and hourly utilization. It shall also discuss any anticipated difficulties and proposed resolution.

C. SWAM REPORTING AND DELIVERY REQUIREMENTS

- The Contractor shall provide to DRPT, in a form as required by DRPT, documentation that it has utilized SWAM businesses in accordance with its SWAM utilization plan (**Attachment C** of the RFP). Said documentation shall be provided semi-annually or as required by DRPT.
- The Contractor shall use **Attachment F** (Monthly DSBSD/SWAM Certified Subcontractor Report) or other form approved by DRPT to report amounts paid to SWAM and non-SWAM businesses on a monthly basis as well as paid to date. Said attachment or other approved form shall be submitted with the monthly progress reports addressed above.

MANDATORY CONFERENCE - There will be a mandatory pre-proposal conference for this RFP on November 12, 2019, at 10:00 A.M. at 600 East Main Street, Conference Room 101, Richmond, VA 23219. The purpose of this conference is to allow potential Offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation. The telephone number for directions to the conference location is (804) 225-3745.

Any changes resulting from this conference will be issued as a written addendum to the RFP.

REQUIRED GENERAL TERMS AND CONDITIONS - For a listing of the Required General Terms and Conditions, please see **Attachment A**.

SPECIAL TERMS AND CONDITIONS - For a listing of the Special Terms and Conditions, please see **Attachment B**.

METHOD OF PAYMENT - Payments will be made monthly within 30 days after receipt of a properly presented invoice and acceptance of completed work.

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Attachment A
General Terms and Conditions

1. VENDOR'S MANUAL: This solicitation is subject to the provisions of the *Commonwealth of Virginia Vendors Manual (Vendors Manual)* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at <http://www.dgs.virginia.gov/Services/tabid/121/Default.aspx> under "Procurement Manuals."
2. APPLICABLE LAW AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia ("Commonwealth") and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the Offeror who is awarded a contract are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia* § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The Offeror shall comply with applicable federal, state and local laws, rules and regulations.
3. ANTI-DISCRIMINATION: By submitting their proposals, Offerors certify to the Commonwealth that they will conform to the provisions of the *Federal Civil Rights Act of 1964*, as amended, as well as the *Virginia Fair Employment Contracting Act of 1975*, as amended, where applicable, the *Virginians With Disabilities Act*, the *Americans with Disabilities Act* and *Code of Virginia* § 2.2-4311 (1950), as amended. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin, and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body (*Code of Virginia* § 2.2-4343.1(E) (1950), as amended). In every contract over \$10,000, the provisions in (A) and (B) below apply:
 - A. During the performance of this contract, the Offeror who is awarded a contract agrees as follows:
 1. The Offeror who is awarded a contract will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Offeror who is awarded a contract. The Offeror who is awarded a contract will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 2. The Offeror who is awarded a contract, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, will state that such Offeror is an equal opportunity employer.
 3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

- B. The Offeror who is awarded a contract will include the provisions of (A) above in every sub-contract or purchase order over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.
4. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, Offerors certify their proposals are made without collusion or fraud and they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
 5. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their proposals, the Offerors certify that they do not and will not during the performance of this contract employ unauthorized aliens or otherwise violate the provisions of the *Federal Immigration Reform and Control Act of 1986*.
 6. DEBARMENT STATUS: By submitting their proposals, Offerors certify that they are not currently debarred by the Commonwealth from submitting proposals on contracts for the type of services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
 7. ANTITRUST: By entering into a contract, the Offeror who is awarded a contract conveys, sells and transfers to the Commonwealth all rights, title and interest in and to all causes of the action it may now or hereafter acquire under the antitrust laws of the United States and the Commonwealth, relating to the particular services purchased or acquired by the Commonwealth under said contract.
 8. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, DRPT reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a proposal.
 9. CLARIFICATION OF TERMS: If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact Melissa Myers (Melissa.myers@drpt.virginia.gov) no later than five (5) working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the Melissa Myers.
 10. PAYMENT TO OFFERORS AWARDED CONTRACTS AND TO THEIR SUBCONTRACTORS:
 - A. To the Offeror who is awarded a contract:
 1. Invoices for items ordered, delivered and accepted by DRPT shall be submitted by the Offeror who is awarded a contract directly to the payment address shown on the purchase order. All invoices shall show the DRPT contract number and/or purchase order number, and the social security number (for individual contractors) or federal employer identification number (for proprietorships, partnerships, and corporations).
 2. Any payment terms requiring payment in less than thirty (30) days will be regarded as requiring payment thirty (30) days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than thirty (30) days.

3. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the Offeror who is awarded a contract at the contract price, regardless of which public agency is being billed.
4. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the *Virginia Debt Collection Act*.
5. Unreasonable Charges – Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Offerors who are awarded a contract should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, DRPT shall promptly notify the Offeror who is awarded a contract, in writing, as to those charges which it considers unreasonable and the basis for the determination. An Offeror who is awarded a contract may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia* § 2.2-4363 (1950), as amended).

B. To Subcontractors:

1. An Offeror awarded a contract under this solicitation is hereby obligated:
 - a. To pay their subcontractor(s) within seven (7) days of the Offeror's receipt of payment from DRPT for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - b. To notify the agency and the subcontractor(s), in writing, of the Offeror's intention to withhold payment and the reason.
2. The awarded Offeror is obligated to pay its subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the awarded Offeror that remain unpaid seven (7) days following receipt of payment from DRPT, except for amounts withheld as stated in (b) above. The date of mailing of any payment by U.S. Mail is deemed to be the payment date to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. An Offeror's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of DRPT.

C. Each Offeror who wins an award in which provision of a SWAM procurement plan is a condition of award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from sub-consultants' default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

11. PRECEDENCE OF TERMS: Paragraphs 1-11 of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

12. QUALIFICATIONS OF OFFERORS: DRPT may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services and the Offeror shall furnish to DRPT all such information and data for this purpose as may be requested. DRPT reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. DRPT further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy DRPT that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services contemplated therein.
13. TESTING AND INSPECTION: DRPT reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
14. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the Offeror who is awarded a contract in whole or in part without the written consent of DRPT.
15. CHANGES TO THE CONTRACT: Changes can be made to the contract in any one of the following ways:
 - A. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 - B. DRPT may order changes within the general scope of the contract at any time by written notice to the Offeror who is awarded a contract. Changes within the scope of the contract include, but are not limited to, things such as services to be performed. The Offeror who is awarded a contract shall comply with the notice upon receipt. The Offeror who is awarded a contract shall be compensated for any additional costs incurred as the result of such order and shall give DRPT a credit for any savings. Said compensation shall be determined by one of the following methods:
 1. By mutual agreement between the parties in writing; or
 2. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units and the Offeror who is awarded a contract accounts for the number of units of work performed, subject to DRPT's right to audit the Offeror who is awarded a contract's records and/or to determine the correct number of units independently; or
 3. By ordering the Offeror who is awarded a contract to proceed with the work and to keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Offeror who is awarded a contract shall present DRPT with all vouchers and records of expenses incurred and savings realized. DRPT shall have the right to audit the records of the Offeror who is awarded a contract as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to DRPT within thirty (30) days from the date of receipt of the written order from DRPT. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the *Vendors Manual*. Neither the existence of a claim or a dispute resolution process, litigation or any other provision of this contract shall excuse the Offeror who is awarded a contract from promptly complying with the changes ordered by DRPT with the performance of the contract generally.

16. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, DRPT, after due oral or written notice, may procure them from other sources and hold the Offeror who is awarded a contract responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which DRPT may have.
17. **INSURANCE:** By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. DRPT reserves the right to request a copy of the Certificate of Insurance. The Offeror further certifies that, if awarded the contract, it and any sub-consultants will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

INSURANCE COVERAGES AND LIMITS REQUIRED:

1. **Workers' Compensation:** Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Offerors who are awarded a contract who fail to notify DRPT of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
 2. **Employer's Liability:** \$100,000.
 3. **Commercial General Liability:** \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
 4. **Automobile Liability -** \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)
18. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the DRPT Fiscal Division will publicly post such notice on the eVA VBO website <https://vendor.epro.cgipdc.com/webapp/VSSAPPX/Advantage>.
 19. **DRUG-FREE WORKPLACE:** During the performance of this contract, the Offeror who is awarded a contract agrees to (i) provide a drug-free workplace for the Offeror's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Offeror's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Offeror that the Offeror maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each sub-consultant or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to an Offeror, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

20. **NON-DISCRIMINATION:** An Offeror shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment, or because the Offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the

specific contract is not in its best interest. If the award of this contract is made to a faith-based organization, and an individual who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

21. eVA Business-To-Government Vendor Registration: The eVA Internet electronic procurement solution, web site portal www.eVA.virginia.gov streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to DRPT shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All Offerors must register in eVA; failure to register will result in the proposal being rejected.
 - A. eVA Basic Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
 - B. eVA Premium Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments,
 - C. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
 - (i) Department of Small Business and Supplier Diversity (“DSBSD”)-certified Small Business: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DSBSD-certified Small Business: 1% capped at \$1500 per order.
22. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that DRPT shall be bound only to the extent of the funds available or which may hereafter become available for the purpose of this agreement. All financial obligations of DRPT are subject to appropriation by the General Assembly of Virginia and, if required, allocation by the Commonwealth Transportation Board.
23. SET-ASIDES: This solicitation is set-aside for DMBE-certified small business participation only when designated “SET-ASIDE FOR SMALL BUSINESSES” in the solicitation. Small businesses must be certified by the Virginia Department of Minority Business Enterprise not later than the solicitation due date and time. DSBSD-certified women and minority owned businesses are also considered small businesses when they have received DSBSD small business certification.
24. BID PRICE CURRENCY. Unless stated otherwise in the solicitation, Offerors shall state prices in U.S. dollars.
25. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: An Offeror organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or

registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

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Attachment B

SPECIAL TERMS AND CONDITIONS

1. PROPOSED PROCUREMENT SCHEDULE:

Issue Date of RFP	October 31, 2019
Pre-Proposal Conference	November 12, 2019 at 10:00 am
Deadline for receipt of Proposals	December 17, 2019 at 3:00 pm
Oral Presentations (if required)	Week of January 24, 2020
Negotiations	Week of February 7, 2020
Proposed Contract Award (Dependent upon timing of oral presentations)	Week of March 6, 2020

2. **CHANGES TO THE RATES ON THE PRICE SCHEDULE:** Changes to the rates on the price schedule may only occur during the renewal period. Said rates may be revised by mutual agreement of DRPT and the Offeror who is awarded a contract sixty (60) days prior to the renewal period starting date. If DRPT elects to exercise the option to revise rates for the two (2) one-year renewal periods, the contract price(s) for the increases shall not exceed the contract price(s) stated for the third year of the original contract increased/decreased by more than the percentage increase/decrease of the Services Category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve (12) months for which statistics are available. The Offeror who is awarded a contract shall convey (in writing) its request to raise/lower prices to the Department no later than sixty (60) days prior to the renewal period starting date. Applications for price increases shall be substantiated in writing with the request. DRPT shall have sole discretion to allow price increases.
3. **APPROPRIATE LICENSURE, CERTIFICATIONS, AND/OR CREDENTIALS:** Offerors who are awarded a contract must submit copies of appropriate licensure, certifications, and/or credentials subsequently upon award and as requested by DRPT.
4. **AUDIT:** The Offeror who is awarded a contract ("Contractor") shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period. The Contractor shall permit the authorized representative of DRPT, the U. S. Department of Transportation, and the Comptroller General of the United States to inspect and audit all data and records of the Offeror who is awarded a contract relating to its performance under this Contract.
5. **ADVERTISEMENT:** In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to DRPT will be used in product literature or advertising without prior written approval from DRPT.
6. **CLAIMS:** The Contractor shall be responsible for resolution of any and all claims resulting from work performed under this contract. Claims made to DRPT under this contract will be referred to the Contractor for handling. Failure to properly respond to and resolve property damage and claims constitutes unsatisfactory performance and may result in cancellation of the contract.
7. **CANCELLATION OF CONTRACT:** DRPT reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon sixty (60) days written notice to the Contractor. After the initial three (3) year contract period, the resulting contract may be terminated by either party, without penalty, upon sixty (60) days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver any outstanding orders issued prior to the effective date of cancellation.
8. **QUALIFICATIONS/RESPONSIBILITIES:**

Attachment B

SPECIAL TERMS AND CONDITONS

- A. The Contractor agrees that competent, experienced and qualified staff properly trained and certified for the type of work described in this RFP shall perform all work.
- B. The Contractor shall assign a person as their representative who will have the authority to execute this contract work. The person's name and phone number, and an alternate representative's name and phone number, shall be provided to DRPT in the Offeror's proposal.
9. DAMAGES: It is the Contractor's responsibility to repair any property damage caused in the performance of this contract. Repairs will be made to DRPT's satisfaction.
10. SPECIAL DISCOUNTS: During the contract period, if the Contractor offers promotional discounts as a general practice for items available under this contract, with the result that those prices are lower than the prices available under this contract, then the promotional discounts shall be made available to DRPT under this contract, the effective date for price changes/discounts will be the date that the lower prices/discounts were made available to the Offeror's customers generally.
11. DELAYS IN AWARD: Delays in award of a contract beyond the anticipated starting date may result in a change in the contract period indicated in the solicitation. If this situation occurs, DRPT reserves the right to award a contract covering the period equal to or less than the initial term indicated in the solicitation.
12. CONTRACTUAL DISPUTES: Contractual claims arising after final payment shall be governed by § 2.2-4363(A) of the *Code of Virginia* (1950), as amended. This claim shall be submitted to the Director of DRPT who will render a decision within thirty (30) working days. Contractual disputes arising during the course of performance shall be submitted to the DRPT CFO, who will make a decision in thirty (30) working days, which will be final. Contractors will not be precluded from filing a claim at the conclusion of performance as a result of the decision made during the course of contract performance.
13. PROTEST OF AWARD: An Offeror wishing to protest an award or a decision to award a contract must submit a written protest to the DRPT Fiscal Division, 600 East Main Street, Suite 2102, Richmond, Virginia 23219, no later than ten (10) days after public notice of award or announcement of the decision to award whichever occurs first. The public notice will be in the area designated for solicitation/proposal and award notices. The protest must include the basis for the protest and the relief sought. Within ten (10) days after receipt of the protest, the DRPT CFO will issue a written decision stating the reasons for the action taken. This decision is final unless within ten (10) days after receipt of such decision, the Offeror institutes legal action as provided in *Code of Virginia* § 2.2-4364 (1950), as amended.
14. DELIVERY POINT: Except when otherwise specified herein, all items shall be F.O.B. delivered to any of the locations specified herein.
15. ADDITIONAL INFORMATION: DRPT reserves the right to ask any Offeror to submit information missing from its offer, to clarify its offer, and to submit additional information which DRPT deems desirable, and does not affect quality, quantity, price or delivery.
16. SMALL BUSINESS SUBCONTRACTING PLAN: If the Offeror on the contract is a DSBSD-certified small business, the Offeror shall indicate such in Section A of Attachment C. This shall include DSBSD-certified women-owned and minority-owned businesses that meet the small business definition and have received the DSBSD small business certification. If the Offeror is not a DSBSD-certified small business, the Offeror is required to identify the portions of the contract

Attachment B

SPECIAL TERMS AND CONDITIONS

the Offeror plans to subcontract to DSBSD-certified small business by completing and returning Section B of Attachment C. If the Offeror is not a DSBSD-certified small business and cannot practicably subcontract any portion of the requirements being solicited, in order to be considered responsive to the solicitation, the non-DSBSD-certified Offeror must document on Attachment C, Section C, past efforts made to provide subcontracting opportunities to DSBSD-certified small businesses for other contracts within the past 24 months.

17. **SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:**
Each Contractor in which provision of a small business subcontracting plan is a condition of the award, shall deliver to DRPT on a semi-annual basis, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from sub-consultant default) with the small business subcontracting plan. When such business has been subcontracted to these firms and upon completion of the contract, the Contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by DRPT. DRPT reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.

18. **INTELLECTUAL PROPERTY RIGHTS:** DRPT shall have exclusive rights to all data and intellectual property generated in the course of the project. Intellectual property, which includes all inventions, is subject to the U. S. Patent System. This shall be inclusive of, but not limited to, new processes, materials, compounds and chemicals, and all creations subject to the U. S. Copyright Act of 1976, as amended, including but not limited to printed material, software, drawings, blueprints, and compilations such as electronic databases. Furthermore, DRPT shall have all rights, title, and interest in or to any invention reduced to practice pursuant to a resulting contract. Proposals should recognize the requirements of public sector agencies and of public policy generally, including the Virginia Freedom of Information Act, State statutes and agency rules on release of public records, and data confidentiality.

All copyright material created pursuant to this contract shall be considered work made for hire and shall belong exclusively to DRPT. Neither DRPT nor the Offeror who is awarded a contract intends that any copyright material created pursuant to the contract, together with any other copyright material with which it may be combined or used, be a "joint work" under the copyright laws. In the case that either whole or part of any such copyright material not be deemed work made for hire, or is deemed a joint work, then the Offeror who is awarded a contract agrees to assign and does hereby irrevocably assign its copyright interest therein to DRPT. DRPT may reasonably request documents required for the purpose of acknowledging or implementing such assignment.

The Contractor warrants that no individual, other than regular employees and sub-consultants of the Offeror or DRPT regular employees, agents, or assigns while working within the scope of their employment or contracted duty, shall participate in the creation of any intellectual property pursuant to the contract. If this situation should arise, such individual and his or her employer, if any, must agree in writing to assign the intellectual property rights, as described herein, for work performed under this contract to DRPT either directly or through the Contractor.

DRPT shall have all rights, title and interest in or to any invention reduced to practice pursuant to this contract. The Contractor shall not patent any invention conceived in the course of performing this contract. The Contractor agrees that, notwithstanding anything else in this contract, in the event of any breach of this contract by DRPT, the remedies of the Contractor shall not include any right to rescind or otherwise revoke or invalidate the provisions of this

Attachment B

SPECIAL TERMS AND CONDITIONS

section. Similarly, no termination of this contract by DRPT shall have the effect of rescinding the provisions of this section.

DRPT is only entitled to the intellectual property rights for deliverables and associated documentation produced by the Contractor for which DRPT has fully paid the Contractor as the contract is completed or as the contract is terminated for any reason.

Copyright or pre-existing work of the Contractor shall remain the property of the Contractor. The Contractor grants to DRPT a perpetual, royalty-free, irrevocable, worldwide, non-exclusive license to use such pre-existing work in connection with exercising the rights of ownership granted to DRPT pursuant to this section.

Notwithstanding anything herein to the contrary, DRPT acknowledges that as part of the Contractor's provision of services hereunder, the Contractor may license third-party software or acquire proprietary works of authorship (collectively referred to as "Products"), which have been developed by third parties. DRPT must approve the third-party license agreements and the acquisition of these third-party Products prior to their use by the Contractor and DRPT agrees that these Products will remain the sole property of the third party.

The Contractor shall grant DRPT license to use all software developed by the Contractor under this contract in other applications within Virginia as DRPT sees fit. Should the Contractor desire to re-use software developed under this contract for other projects (both DRPT contracts and others), DRPT must be notified in writing sixty (60) days prior to such use. Furthermore, DRPT shall be justly compensated for the re-use of such software. Compensation shall be negotiated and agreed upon prior to DRPT releasing software rights. Typically, DRPT prefers increased software capabilities and/or functionality instead of monetary compensation.

19. POLICY OF EQUAL EMPLOYMENT: DRPT is an equal opportunity/affirmative action employer. Women, minorities, and persons with disabilities are encouraged to apply. DRPT encourages all vendors to establish and maintain a policy to ensure equal opportunity employment. To that end, Offerors should submit, along with their proposals, their policy of equal employment.
20. PROPOSAL PRICES: Proposed hourly rates shall not change for work performed on a weekend, night work, or for any hours worked beyond a normal 40-hour week.
21. DRPT reserves the right to approve any personnel or sub-consultants proposed for the work described in this RFP and/or any subsequent contract resulting from this RFP. DRPT will provide written justification to the Contractor when approval is not granted.
22. DRPT will provide the Contractor and/or its sub-consultants with copies of all written approvals.
23. IDENTIFICATION OF PROPOSAL/PROPOSAL ENVELOPE: If a special envelope is not furnished, or if return in the special envelope is not possible, the signed proposal/proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: _____
Name of Offeror

December 17, 2019 3:00 p.m.
Due Date Time

Street or Box Number

17-CC0002
RFP No.

Attachment B
SPECIAL TERMS AND CONDITONS

City, State, Zip Code

RFP Title

Name of Contract/Purchase Officer or Buyer Melissa Myers

The envelope should be addressed as directed on Page 2 of the solicitation.

If a proposal not contained in the special envelope is mailed, the Offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

24. **PATENT RIGHTS:** If any invention, improvement or discovery of the Contractor or any of its sub-consultants is conceived or first actually reduced to practice in the course of or under this project which invention, improvement or discovery may be patentable under the Patent Laws of the United States of America or any foreign country, the Contractor shall immediately notify DRPT and provide a detailed report. The rights and responsibilities of the Contractor, his sub-consultants and DRPT with respect to such invention will be determined in accordance with applicable Federal laws, regulations, policies, and waivers thereof.
25. **KEY PERSONNEL:** People identified in terms of this RFP as "key personnel" who will work on the service contract must continue to work on this contract for its duration so long as they continue to be employed by the Contractor unless removed from work on the contract with the consent of DRPT.
26. **RENEWAL OF CONTRACT:** This contract may be renewed by DRPT upon written agreement of both parties for two (2) successive one (1) year periods, under the terms of the current contract no less than ninety (90) days prior to the expiration.

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Attachment C

SMALL BUSINESS SUBCONTRACTING PLAN

Definitions

Small Business: "Small business" means an independently owned and operated business which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. Note: Department of Small Business and Supplier Diversity (DSBSD)-certified women- and minority-owned businesses shall also be considered small businesses when they have received DSBSD small business certification.

Women-Owned Business: Women-owned business means a business concern that is at least 51 percent owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, and both the management and daily business operations are controlled by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law.

Minority-Owned Business: Minority-owned business means a business concern that is at least 51 percent owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

All small businesses must be certified by the Commonwealth of Virginia, Department of Small Business and Supplier Diversity (DSBSD) to participate in the SWAM program. Certification applications are available through DSBSD online at www.DSBSD.virginia.gov (Customer Service).

Offeror Name: _____

Preparer Name: _____ Date: _____

Instructions

(Failure to complete and submit this form may result in your proposal not being considered.)

- A. If you are certified by the DSBSD as a small business, complete only Section A of this form. This shall include DSBSD-certified women-owned and minority-owned businesses when they have received DSBSD small business certification.
- B. If you are not certified by DSBSD as a small business and plan to subcontract part of this contract with a DSBSD-certified business, complete only Section B of this form.
- C. If you are not certified by DSBSD as a small business and cannot identify any subcontracting opportunities to subcontract part of this contract with a DSBSD-certified business, only provide the information requested in Section C of this form.

Section A

If your firm is certified by the DSBSD, are you certified as a (check only one below):

_____ Small Business

_____ Small and Women-owned Business

_____ Small and Minority-owned Business

Certification number: _____ Certification date: _____

Attachment C

SMALL BUSINESS SUBCONTRACTING PLAN

Section B

Populate the table below to show your firm's plans for utilization of DSBSD-certified small businesses in the performance of this contract. This shall include DSBSD-certified women-owned and minority-owned businesses that meet the small business definition and have received the DSBSD small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

B. Plans for Utilization of DSBSD-Certified Small Businesses for this Procurement

Small Business Name & Address DSBSD Certificate #	Status if Small Business is also: Women (W), Minority (M)	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Contract Involvement	Planned Annual Contract Dollar Expenditure Amount
Totals \$					

Section C

Respond to how your business has met or exceeded at least two of the following indicators within the past 24 months. Your response may include any good faith efforts made regarding this procurement.

Attachment C

SMALL BUSINESS SUBCONTRACTING PLAN

C. Good Faith Effort Indicators by the Offeror

1. Identify areas of work your business has subcontracted to DSBSD-certified small businesses for other contracts. Include company names, dates, dollar amounts, and percentages on a per contract basis.
2. List research efforts conducted by your business in the past to locate DSBSD-certified small businesses by advertising in publications or in the classified section of the newspaper where small businesses are likely to see it. List specific publications and dates.
3. List small business outreach meetings, conferences, or workshops conducted by your firm to locate DSBSD-certified small businesses—including the dates, participation numbers, and results.
4. Provide documented correspondence (i.e., certified mail, email, receipt of fax transmissions, etc.) to small businesses from the lists provided by DSBSD and other outreach agencies and organizations which indicates your solicitation of such for utilization of subcontracting opportunities on other contracts for which your business has competed.
5. List areas of work which your business has subcontracted with DSBSD-certified small businesses for upcoming contracts—including the name of the business, certification number, dates, dollar amounts, and percentages on a per contract basis.
6. Provide documentation of any assistance offered to interested small businesses in obtaining bonds, lines of credit, and/or insurance for any present or past contracts your business has in place.
7. Provide documentation of follow-up on initial contacts with DSBSD-certified small businesses (e.g., telephone call logs, emails, certified letters, etc.). Be sure to list the small business name and dates of contact.

Attachment D: Proposal Forms

APPLICATION forms (Word and Excel Files)

Parts 1 through 8 are included in this document, including Word files and Excel sheets for budget information. Instructions for completing each part are discussed below in each section.

Part 1: Offeror Information

Part 2: Experience of Firm/Organization

Part 3: Financial Status

Part 4: Project Staffing and Management Plan

Part 5: Maintenance, Safety and Emergency Response Plans

Part 6: Description of Services-Proposed Projects

Part 7: Budget

Part 8: Certifications and Assurances

NOTE: Detailed information about the proposed project is requested in the Excel Forms.

Attachment D: Proposal Forms

PROPOSAL PART 1: OFFEROR INFORMATION

Lead Agency's/Organization/Firm Name:

Contact person's name:

Contact person's title:

Address:

City:

Phone:

Fax:

Email:

Website address:

Federal Employee ID No.:

1. Please check if you are a new or current Offeror with DRPT.

- New
- Current

2. Please check the box that most accurately describes your organizations

- Non-profit
- Local government
- Transportation Authority
- Transit District
- Tribal Government
- Private for profit
- Other (describe) _____

PLEASE TYPE INSIDE THE BOX PROVIDED TO ANSWER EACH QUESTION BELOW. If additional space is needed or there are references to other documents please identify in the text box and provide as attachments in the same Tab.

3. Provide a brief description of your firm's or organization's primary business or mission

4. Current Services: Please provide a general description of the services you currently provide, including the types of routes operated, i.e. fixed-route, local, intercity, commuter, rural, tourism, and so forth.

Attachment D: Proposal Forms

PROPOSAL PART 2: EXPERIENCE OF FIRM/ORGANIZATION

This part of the proposal is divided into several sections, each covering a different aspect of your firm or organization. Offerors are urged to provide thorough but concise answers to the questions.

1. Please describe the experience of your firm or organization in providing passenger transportation services. How many years has your organization provided passenger transportation services? What types of services have been provided—fixed-route, fixed-schedule (local, regional or intercity), charter, tour, demand-response, limousine, taxi? Where have you provided these services (service area, routes, etc.) and what are the general service area boundaries? What aspects of these services have been provided by your firm—operation of vehicles, marketing, reservations and ticketing, vehicle maintenance, tour guides, terminal operations, etc. Have any of these services involved coordination of services with other providers or organizations (such as interline ticketing, use of shared facilities, airport access, terminals, participation in web or other shared information providers)? What type of markets does your firm have experience in serving (such as particular charter markets, airport services, commuters, human service trips, regular-route intercity riders, etc.)?

2. Include a list of contracts or grants that the Offeror has had during the past five years that relate to the ability of the Offeror to manage grants or contracts while providing the services requested in the RFP.

3. Please provide information on any other relevant experience providing evidence of the Offeror’s qualifications to perform the services requested in the RFP. This could include relevant contract transportation, staff experience, etc. Please include contract or grant numbers, period of performance, client or customer name and contact information. Offeror must include in the response to this section “[Offeror Name] grants permission to DRPT to independently contact these references at DRPT’s convenience”.

4. Please provide information regarding your firm’s Federal Motor Carrier Safety Administration (FMCSA) authority to operate interstate services, including the MC number.

Attachment D: Proposal Forms

PROPOSAL PART 3: FINANCIAL STATUS AND INSURANCE

Offerors must demonstrate the financial and managerial capacity to meet DRPT program guidelines. It is also imperative that the organization have the ability to absorb costs and continue operation of services while waiting for reimbursements from DRPT, for interline revenues, and to deal with seasonal variations in revenue. While DRPT processes invoices in a timely manner, incorrect or insufficient documentation can extend this process. DRPT will work with the chosen operator to ensure a clear understanding of invoicing requirements.

In addition, the Offeror who is awarded the contract must be able to obtain and maintain the required insurance. DRPT is requiring that the services provided in response to this proposal be fully interlined with the national intercity bus network to facilitate the ability of passengers to make trips involving more than one carrier on a single ticket. Consequently, the selected Offeror will have to provide liability insurance at the levels required by FMCSA for interstate trips (as the contractor will be selling and accepting tickets for interstate trips). The standards vary by size of vehicle: \$5 million for vehicles with passenger capacities equal to or exceeding 16 passengers, and \$1.5 million for vehicles with passenger capacities between nine and 15 passengers. Connecting interline carriers may also have additional or different insurance requirements, and the Offeror should contact its potential interline partners or terminal operators to determine their insurance requirements. The Offeror must indicate in the proposal and as a condition of contract award that they provide proof of insurance from their insurance carrier explicitly listing the extent of the proposer's liability coverage.

1. The Offeror must provide the last two (2) years of comparative financial statements or annual reports with the name, address, and telephone number of a contact in the company's principal financing or banking organization.

2. In this section, the Offeror should describe its current insurance coverage levels, and if those do not meet the requirements described above, provide evidence that it has the ability to obtain and keep in force the required insurance. The Offeror should state that it will, as a condition of grant award, provide proof of insurance from the Offeror's insurance carrier.

3. Describe the internal accounting system of the Offeror and how it accumulates and summarizes project costs and revenues as it would apply to this project. Would mileage costs be determined based on firm or organization average costs, and then applied to the miles operated for the project, or would the Offeror accumulate costs specifically for the project in separate accounts? How would revenues from these services be accounted for?

4. The Offeror can provide any other pertinent information that would enable proposal evaluators to determine the stability and financial strength of the organization.

Attachment D: Proposal Forms

PROPOSAL PART 4: PROJECT STAFFING AND MANAGEMENT PLAN

1. Please describe the proposed project team structure and internal lines of authority for the personnel involved in the performance of this project. List the employees that will be involved with this service and the job title for each (e.g. drivers, mechanics, administrative, etc.). Please also attach a current Organizational chart for this project team and show the relationship of these staff members (and any sub-contractors) to the other functions or staff of the Offeror. Indicate who within the firm will have prime responsibility and final authority for the services in this proposal.

2. Identify the staff, including any potential sub-contractors, who will be assigned to this project. Briefly describe their experience as it relates to the proposed project, and include resumes for the named staff. Include a statement committing the named staff to actually perform the designated functions on the proposed project services.

3. Please describe the Offeror's experience in managing programs that include Federal and/or state funds and the related requirements.

5. How will the Offeror inform minority individuals, low-income families, and persons with disabilities about the availability of the proposed service in the communities?

6. How does the Offeror provide an opportunity for the public to comment on services? How will they be able to submit comments? How will complaints be addressed? Has the Offeror received any complaints regarding the accessibility of the system in the past year (lifts not working, drivers not announcing stops, etc.), and if so, how was it resolved?

7. How will the Offeror distribute information to riders and the general public about proposed service or fare changes?

8. Explain how customers can access real time service level information (for example find out if their trip is delayed or cancelled) or get an answer to a general customer service question (schedule information, ticket reservations, baggage policy, etc.).

9. Describe the process the Offeror will use to monitor ticket sales and vehicle capacity and how you plan to add capacity in the event that a trip sells out. How much time in advance will you require DRPT to make a decision regarding added capacity?

Attachment D: Proposal Forms

PROPOSAL PART 5: MAINTENANCE, SAFETY AND EMERGENCY RESPONSE PLANS

In this section information is requested regarding the maintenance, safety, emergency response and Americans with Disabilities Act (ADA) practices as they would be applied to the proposed services.

1. Describe the Offeror's vehicle maintenance plan. How often is preventive maintenance performed (i.e., transmission servicing, oil changes, tune ups, etc.)?

2. What maintenance services are provided in-house and what is out-sourced? Are there contracts with local maintenance shops? What are the contract arrangements? How are charges assessed?

3. How does the Offeror keep track of vehicles' maintenance history? Who reviews repair and expense records? Where are maintenance files kept?

4. Does the Offeror require a pre-trip vehicle inspection? Who performs the inspection? Are the inspection forms kept on file, and if so where? What procedure is followed if the inspection identifies a problem, and how does the procedure vary with the nature of the problem?

5. Are there established policies or guidelines regarding use of vehicles, loan of vehicles, sign out of vehicles, accident reporting, etc.? If so, what are they?

6. Explain, in detail, how the Offeror intends to address service disruptions, such as a vehicle breakdown en route. This is to ensure that passengers are swiftly transferred at any possible point along the service route and beyond so the passengers can make it to their intended destination/connection in a safe and timely manner, with the least inconvenience possible.

7. Describe how the Offeror will communicate significant schedule delays or cancellations due to inclement weather, unexpected high traffic volume, or other unforeseeable emergency situations to customers?

8. Please describe the Offeror's driver safety program. Include information about any driver training courses that are required for new drivers, as well as ongoing training. Please also describe how the training is provided, e.g. consultants, in-house certified trainers, and so forth.

9. Please describe the Offeror's Drug and Alcohol safety program. Please note if you currently report to FTA or FMCSA, and include a copy of your Drug and Alcohol policy under Tab 5 of the overall proposal.

10. Describe the Offeror's risk management policy in case of an accident, liability claim, or legal action.

Attachment D: Proposal Forms

11. Describe the Offeror's accident history in the last year. List the number and type of accidents, if there was property damage or injuries, and identify if they were preventable or non-preventable. For any preventable accidents, what action was taken?

12. Please describe how the Offeror will meet the Americans with Disabilities Act (ADA) requirements applicable to the scheduled intercity service called for in this application. Note that a condition of the contract is that all vehicles used in the service funded with Section 5311(f) must be fully wheelchair accessible, and that operators must be trained to proficiency to operate accessibility features.

The ADA rule is available at <https://www.transit.dot.gov/regulations-and-guidance/civil-rights-ada/part-37-transportation-services-individuals-disabilities>.

For additional ADA guidance, view the latest ADA circular here: <https://www.transit.dot.gov/regulations-and-guidance/fta-circulars/americans-disabilities-act-guidance-pdf>.

13. Describe how the ADA requirements are included in the Offeror's training program.

14. Describe the Offeror's policy and/or procedure for the reasonable accommodation of passengers that may not be able to access the on-board restroom in the event that the restroom is not ADA compliant.

Attachment D: Proposal Forms

PART 6: DESCRIPTION OF SERVICES-PROPOSED PROJECTS

In this part of the application, the Offeror should provide additional detail on how it proposes to operate the specified services should it be selected in response to this proposal. As noted in the program description above, DRPT is seeking proposals to provide intercity bus services on two separate routes (identified above), but the Offeror can elect to propose alternative stops or schedules—but it must make clear in the proposal the parameters of the service that is the basis for its proposal.

In this section, the responses should address the specific route(s) and service that is proposed. Schedules can be entered for the route in the attached worksheets (if an Offeror is submitting proposals for both routes, two separate copies of the worksheet should be submitted – one for each route), and if additional information or tables are required that cannot be entered in the box the Offeror can make reference in the box to any needed attachments.

1. Route(s)—Although DRPT is requesting applications for one particular corridor, please describe in detail the routing that the Offeror plans to use. If the Offeror is intending to propose alternative routes, please describe.

2. Identify stops by type (bus stop sign at roadside, public transit agency stop, existing local transit provider or intercity bus provider terminal). To the extent possible, list addresses or intersections where stops are proposed. If additional space is needed, provide as attachments. Note that DRPT will assist the Contractor in identifying exact stop locations and in obtaining the necessary agreements for access and use.

3. Using Worksheet 6A (making a separate copy for each proposed route), provide the anticipated schedules for the services, including days of the week service will be provided, holiday services (or exceptions), and times at stops for each direction (recognizing need for fine-tuning when operations commence). List the one-way route-miles (revenue-miles) for the proposed service, along with the weekly and annual bus-miles for that route.

4. List other transportation and public transportation providers, including rail, air or other bus service to which the proposed route will connect. Provide schedules of connecting intercity bus services, demonstrating times of connections. Note whether or not the proposed services will have interline ticketing with connecting intercity bus service, or only separate fares. If separate fares, attach a copy of fare schedule information. If additional space is needed, provide as attachments. Please attach and describe the proposed fare structure and the method(s) customers may use to purchase fares.

5. Please provide the physical location of connecting points (bus stop, terminal, or station), including proximity of stops of connecting services, to demonstrate that passengers will be able to make a usable and convenient connection to the national intercity bus network.

6. Proposed vehicle fleet—please use the attached Worksheet 6B to list the vehicles that will be used to provide the proposed services. Include spare, peak, or backup vehicles (noting which vehicles are so designated). Include information on the accessibility equipment on each vehicle—lift or ramp, number of wheelchair tie-down positions, additional doors, folding seats, presence of restrooms (noting if ADA accessible or not), etc.

Attachment D: Proposal Forms

7. Describe efforts to communicate with and involve communities along the route, including efforts as part of this proposal and planned efforts at coordination and involvement once the Contract is awarded.

8. Coordination and partnerships with local public transit providers is strongly encouraged. Please describe any current or proposed efforts or plans to coordinate or partner with providers/carriers on the route, including shared stops, ticket sales, etc.

9. Describe connecting intercity bus services, specifically noting those that are unsubsidized and can be used in in-kind match calculations (see Part 8 below), and note the attachment of a letter of support for the Offeror from the provider of the unsubsidized connecting services.

10. Describe ticketing procedures or systems to be used, including Interlining arrangements, use of National Bus Ticketing System (NBTS) or other carrier ticketing systems, forms of payment (credit card, cash, use of internet), use of agents/agencies for ticket sales, and how passengers boarding en route (not at staffed stations) will be able to purchase a ticket or pay for transportation.

Attachment D: Proposal Forms

PART 7: BUDGET

In this solicitation only operating assistance is being offered, as the Offerors are expected to provide their own vehicles and include their cost in a fully-allocated project cost for each proposed route, and a fully allocated cost per revenue mile for each route. Operating assistance will be provided from the FTA via either the standard 5311(f) funding ratios where the Offeror provides the local cash match or the in-kind match program (both are described below) to offset the difference between the operating cost of the service and the revenues from that service, which is the net operating deficit.

- **Standard Section 5311(f) Funding Ratios:** Under this method, the maximum federal participation is limited to 50 percent of the net operating deficit. The remaining 50 percent of the net operating deficit must be provided by the Offeror as a local cash match.
- **In-Kind Match program:** Under this method, it is possible to fund 100 percent of the net operating deficit of a subsidized route by linking it with a connecting unsubsidized route segment, and valuing the unsubsidized service to provide the required match as in-kind, with no local or carrier cash required. The project definition is expanded to include both the subsidized segment (with the net operating deficit) and a connecting unsubsidized segment. The operating costs of the unsubsidized segment are calculated, and an amount equal to 50 percent of the total fully-allocated operating costs of the unsubsidized segment can be counted as an in-kind match toward the net operating deficit.

It is anticipated that the in-kind match method will most likely be used for the services requested in this solicitation, but budget instruction sheets are provided for both the standard and in-kind funding scenarios.

Operating Assistance Worksheets

The attached workbook includes several worksheets that should be completed to present the proposed budget for each proposed route. These include:

- **Worksheet 7A-Operating Expenses, Revenues, Net Operating Deficit and Total Project Budget:** This is an Excel table (provided in the workbook at the end of this section) that allows the Offeror to present its operating costs, which are then divided by the estimated revenue miles to result in a cost per revenue-mile which will be the basis for invoicing and reimbursement. This is combined with the Offeror's estimates of revenues per mile to arrive at a net operating deficit for each of the three years. Chapter 6 of the [Virginia Breeze Expansion Alternatives Analysis, Final Report, June 28, 2019](#), included estimates of ridership, revenue, and operating costs based on particular assumptions about fare levels. The Offeror may wish to utilize these estimates or revise them.

The Offeror should indicate the basis for its estimate of revenues (previous service experience, surveys, etc.). Worksheet 7A shall be completed separately for each route and clearly marked. Because the anticipated contract is a two-year contract (with three potential one-year extensions), Worksheet 7A requires the Offeror to present a separate operating cost estimate for each of the two years, allowing the Offeror to reflect anticipated cost increases.

- **Worksheet 7B: Funding Using Standard Section 5311(f) Funding Ratios:** The Offeror should complete this worksheet only if it intends to use this funding approach which requires local or carrier cash match. Otherwise the Offeror should complete Worksheets 7C and 7D, below, for in-kind funding. Worksheet 7B provides an annual calculation for each of the two years of the proposed project, including the maximum 50 percent federal share and the required local or carrier cash match. If the Offeror intends to utilize this funding approach, it is imperative that it identify the source of the local cash match and document the commitment of that source to provide the funding (with an attached letter or resolution). Note that fare revenue from this route cannot be used as a match.

Attachment D: Proposal Forms

- **Worksheet 7C: Description of Unsubsidized Connecting Service:** If the Offeror is planning to use the in-kind match method, this sheet is used to describe and determine the value of the service to be used as the match. Note that the unsubsidized connecting route does not have to be operated by the Offeror, but that the Offeror will have to document that the operator of the unsubsidized connecting service is willing to provide the value of that service as a match, along with a description of the service and its value based on the fully-allocated per-mile operating cost.
- **Worksheet 7D: Value of In-kind Match:** Based on the information developed in Worksheets 7A and 7C, this worksheet should be completed to determine if the value of the unsubsidized connecting service is adequate to provide the required match for the subsidized service to be operated by the Contractor.

Offerors approved for participation in the intercity bus program must complete monthly report information documenting expenses by cost category, revenues by source, passenger trips, and days of operation and total miles, and the calculated performance measures of farebox recovery and subsidy per passenger for the route.

Attachment E

FEDERAL CLAUSES

The clauses on the following pages will be included in the contract with the Contractor and are provided here for information. Note that some clauses apply to all Offerors and some only to Offerors receiving \$150,000 or more in Federal Transit Administration Funding. It is expected that this project will exceed that amount.

Fly America Requirements – Applicability – all contracts involving transportation of persons or property, by air between the U.S. and/or places outside the U.S. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000). Contractor shall comply with 49 USC 40118 (the “Fly America” Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

Charter Bus Requirements – Applicability – Operational Service Contracts. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000). Contractor shall comply with 49 USC 5323(d) and (g) and 49 CFR 604, which state that recipients and subrecipients of FTA assistance may provide charter service for transportation projects that uses equipment or facilities acquired with Federal assistance authorized under the Federal transit laws (except as permitted by 49 CFR 604.2), or under 23 U.S.C. 133 or 142, only in compliance with those laws and FTA regulations, “Charter Service,” 49 CFR part 604, the terms and conditions of which are incorporated herein by reference.

School Bus Requirements – Applicability – Operational Service Contracts. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000). Pursuant to 69 USC 5323(f) or (g) as amended by MAP-21, 23 USC 133, 23 USC 142, and 49 CFR 605, recipients and subrecipients of FTA assistance shall not engage in school bus operations exclusively for transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients shall not use federally funded equipment, vehicles, or facilities. Violations. If a Recipient or any Third Party Participant that has operated school bus service in violation of FTA’s School Bus laws and regulations, FTA may: (1) Require the Recipient or Third Party Participant to take such remedial measures as FTA considers appropriate, or (2) Bar the Recipient or Third Party Participant from receiving Federal transit funds.

Energy Conservation – Applicability – All Contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000) Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

Clean Water – Applicability – All Contracts and Subcontracts over \$150,000. Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with FTA assistance.

Lobbying – Applicability – Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts over \$100,000 Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the

certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

Access to Records and Reports – Applicability – As shown below. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000) The following access to records requirements apply to this Contract:

1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.
2. Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$250,000.
3. Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where a purchaser which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of 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 contractor agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11).

FTA does not require the inclusion of these requirements in subcontracts.

Federal Changes – Applicability – All Contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000) Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the

recipient and FTA, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

Clean Air – Applicability – All contracts over \$150,000. 1) Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. 2) Contractor shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with FTA assistance.

Recycled Products – Applicability – All contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the current or previous fiscal year using Federal funds. The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

Contract Work Hours & Safety Standards Act – Applicability – Contracts over \$250,000

(1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in para. (1) of this section, contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in para. (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in para. (1) of this section.

(3) Withholding for unpaid wages and liquidated damages - the recipient shall upon its own action or upon written request of USDOL withhold or cause to be withheld, from any moneys payable on account of work performed by contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours & Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in para. (2) of this section.

(4) Subcontracts - Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

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No Government Obligation to Third Parties – Applicability – All contracts except micropurchases (\$10,000 or less, except for construction contracts over \$2,000)

(1) The recipient and contractor acknowledge and agree that, notwithstanding any concurrence by the US Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the US Government, the US Government is not a party to this contract and shall not be subject to any obligations or liabilities to the recipient, the contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) Contractor agrees to include the above clause in each subcontract financed in whole or in part with FTA assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts – Applicability – All contracts except micropurchases (\$10,000 or less, except for construction contracts over \$2,000)

(1) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, 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 FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

(2) If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate. (3) Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Termination – Applicability – All Contracts over \$10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is \$250,000

a. Termination for Convenience (General Provision) the recipient may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the recipient's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient. If contractor is in possession of any of the recipient's property, contractor shall account for same, and dispose of it as the recipient directs.

b. Termination for Default [Breach or Cause] (General Provision) If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the recipient that 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 contractor, the recipient, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) the recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient 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 the recipient from also pursuing all available remedies against contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that the recipient elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the recipient shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) the recipient, by written notice, may terminate this contract, in whole or in part, when it is in the recipient's interest. If the contract is terminated, the recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If 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 recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall 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 contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

g. Termination for Default (Transportation Services) If 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 contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall 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 contractor has possession of the recipient goods, contractor shall, as directed by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. Contractor and the recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

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

Contractor's right to proceed shall not be terminated nor shall contractor be charged with damages under this clause if:

1. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such causes include: acts of God, acts of the recipient, acts of another contractor in the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. Contractor, within 10 days from the beginning of any delay, notifies the recipient in writing of the causes of delay. If in the recipient's judgment, delay is excusable, the time for completing the work shall be extended. The recipient's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of contractor's right to proceed, it is determined that contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the recipient's convenience.

i. Termination for Convenience or Default (Architect & Engineering) the recipient may terminate this contract in whole or in part, for the recipient's convenience or because of contractor's failure to fulfill contract obligations. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the recipient all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the recipient's convenience, it shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for contractor's failure to fulfill contract obligations, the recipient may complete the work by contract or otherwise and contractor shall be liable for any additional cost incurred by the recipient. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

j. Termination for Convenience or Default (Cost-Type Contracts) the recipient may terminate this contract, or any portion of it, by serving a notice of termination on contractor. The notice shall state whether termination is for convenience of the recipient or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the recipient, or property supplied to contractor by the recipient. If termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the recipient's convenience, 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 recipient determines that contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of contractor, the recipient, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

Government-Wide Debarment and Suspension (Nonprocurement) – Applicability – Contracts over \$25,000 The Recipient agrees to the following:

(1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following: (a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, 2 U.S. OMB, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, (b) It will review the U.S. GSA "System for Award Management," [https:// www.sam.gov](https://www.sam.gov), if required by U.S. DOT regulations, 2 C.F.R. part 1200, and (c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant: 1 Will comply with Federal debarment and suspension requirements, and 2 Reviews the "System for Award Management" at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and (2) If the Recipient suspends, debars, or takes any similar action against a Third Party Participant or individual, the Recipient will provide immediate written notice to the: (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project, (b) FTA Project Manager if the Project is administered by an FTA Headquarters Office, or (c) FTA Chief Counsel,

Contracts Involving Federal Privacy Act Requirements – Applicability – When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

Civil Rights Requirements – Applicability – All contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

The following requirements apply to the underlying contract:

The Recipient understands and agrees that it must comply with applicable Federal civil rights laws and

regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Recipient or Program, including an Indian Tribe or the Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with that civil rights statute, including compliance with equity in service:

a. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that each Third Party Participant will, comply with Federal transit law, 49 U.S.C. § 5332 (FTA's "Nondiscrimination" statute): (1) FTA's "Nondiscrimination" statute prohibits discrimination on the basis of: (a) Race, (b) Color, (c) Religion, (d) National origin, (e) Sex, (f) Disability, (g) Age, or (h) Gender identity and (2) The FTA "Nondiscrimination" statute's prohibition against discrimination includes: (a) Exclusion from participation, (b) Denial of program benefits, or (c) Discrimination, including discrimination in employment or business opportunity, (3) Except as FTA determines otherwise in writing: (a) General. Follow: 1 The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance, and 2 Other applicable Federal guidance that may be issued, but (b) Exception for the Tribal Transit Program. FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its projects funded under the Tribal Transit Program,

b. Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant will: (1) Prohibit discrimination based on: (a) Race, (b) Color, or (c) National origin, (2) Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., (b) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in the preceding section a, and (3) Except as FTA determines otherwise in writing, follow: (a) The most recent edition of FTA Circular 4702.1, "Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance. (b) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3, and (c) Other applicable Federal guidance that may be issued,

c. Equal Employment Opportunity. (1) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and: (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., (b) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note, (c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, and (d) Comply with FTA Circular 4704.1 other applicable EEO laws and regulations, as provided in Federal guidance, including laws and regulations prohibiting discrimination on the basis of disability, except as the Federal Government determines otherwise in writing, (2) General. The Recipient agrees to: (a) Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their: 1 Race, 2 Color, 3 Religion, 4 Sex, 5 Disability, 6 Age, or 7 National origin, (b) Take affirmative action that includes, but is not limited to: 1 Recruitment advertising, 2 Recruitment, 3 Employment, 4 Rates of pay, 5 Other forms of compensation, 6 Selection for training, including apprenticeship, 7 Upgrading, 8 Transfers, 9 Demotions, 10 Layoffs, and 11 Terminations, but (b) Indian Tribe. Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer". (3) Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures the compliance of each Third Party Participant, with: (a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and (b) Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note,

d. Disadvantaged Business Enterprise. To the extent authorized by applicable Federal law, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns

owned and controlled by socially and economically disadvantaged individuals, also referred to as “Disadvantaged Business Enterprises” (DBEs), in the Project as follows: 1) Requirements. The Recipient agrees to comply with: (a) Section 1101(b) of Map-21, 23 U.S.C. § 101 note, (b) U.S. DOT regulations, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs,” 49 C.F.R. part 26, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, (2) Assurance. As required by 49 C.F.R. § 26.13(a), (b) DBE Program Requirements. Recipients receiving planning, capital and/or operating assistance that will award prime third party contracts exceeding \$250,000 in a Federal fiscal year must: 1 Have a DBE program meeting the requirements of 49 C.F.R. part 26, 2 Implement a DBE program approved by FTA, and 3 Establish an annual DBE participation goal, (c) Special Requirements for a Transit Vehicle Manufacturer. The Recipient understands and agrees that each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26, (d) the Recipient provides assurance that: The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. part 26. The Recipient shall take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The Recipient's DBE program, as required by 49 C.F.R. part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq., (2) Exception for the Tribal Transit Program. FTA exempts Indian tribes from the Disadvantaged Business Enterprise regulations at 49 C.F.R. part 26 under Map-21 and previous legislation,

e. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of sex, including: (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., (2) U.S. DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. part 25, and (3) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

f. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of age, including: (1) The Age Discrimination in Employment Act (ADEA), 29 U.S.C. §§ 621 – 634, which prohibits discrimination on the basis of age, (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, which implements the ADEA, (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., which prohibits discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal funds, (4) 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, which implements the Age Discrimination Act of 1975, and (5) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

g. Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities: (1) Federal laws, including: (a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities, (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities, 1 General. Titles I, II, and III of the ADA apply to FTA Recipients, but 2 Indian Tribes. While Titles II and III of the ADA apply to Indian Tribes, Title I of the ADA exempts Indian Tribes from the definition of “employer,” (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities, (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and (e) Other applicable laws and amendments pertaining to access for elderly individuals or individuals with disabilities, (2) Federal regulations, including: (a) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. part 37, (b) U.S. DOT regulations,

“Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. part 27, (c) U.S. DOT regulations, “Transportation for Individuals with Disabilities: Passenger Vessels,” 49 C.F.R. part 39, (d) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. part 1192 and 49 C.F.R. part 38, (e) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. part 35, (f) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. part 36, (g) U.S. EEOC, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. part 1630, (h) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities,” 47 C.F.R. part 64, Subpart F, (i) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. part 1194, and (j) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. part 609, and (3) Other applicable Federal civil rights and nondiscrimination guidance,

h. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of: (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq., (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 et seq., and (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2,

i. Access to Services for People with Limited English Proficiency. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote accessibility of public transportation services to people whose understanding of English is limited by following: 1) Executive Order No. 13166, “Improving Access to Services for Persons with Limited English Proficiency,” August 11, 2000, 42 U.S.C. § 2000d-1 note, and (2) U.S. DOT Notice, “DOT Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficiency (LEP) Persons,” 70 Fed. Reg. 74087, December 14, 2005,

j. Other Nondiscrimination Laws. Except as the Federal Government determines otherwise in writing, the Recipient agrees to: (1) Comply with other applicable Federal nondiscrimination laws and regulations, and (2) Follow Federal guidance prohibiting discrimination.

k. Remedies. Remedies for failure to comply with applicable Federal Civil Rights laws and Federal regulations may be enforced as provided in those Federal laws or Federal regulations.

Breaches and Dispute Resolution – Applicability – All contracts over \$250,000 Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the recipient’s authorized representative. This decision shall be final and conclusive unless within ten days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the recipient’s CEO. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the recipient’s CEO shall be binding upon contractor and contractor shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the False Claims Act, 31 U.S.C. § 3729.

Performance During Dispute - Unless otherwise directed by the recipient, contractor shall continue performance under this contract while matters in dispute are being resolved. Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the recipient and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State.

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

Transit Employee Protective Provisions – Applicability – Contracts for transit operations except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

Public Transportation Employee Protective Arrangements. The Recipient agrees that 49 U.S.C. § 5333(b) requires employee protective arrangements to be in place as a condition of award of FTA assistance made available or appropriated for FTA programs involving public transportation operations. U.S. DOL recognizes the following categories of arrangements:

(1) U.S. DOL Certification. When its Project involves public transportation operations and is financed with funding made available or appropriated for 49 U.S.C. §§ 5307, 5309, 5312, 5337, or 5339, as amended by Map-21, or former 49 U.S.C. §§ 5308, 5309, 5312, or other provisions of law as required by the Federal Government, U.S. DOL must provide a Certification of employee protective arrangements before FTA may provide financial assistance for the Project. Therefore, the Recipient understands and agrees, and assures that any Third Party Participant providing public transportation operations will agree, that: (a) It must carry out the Project as provided in its U.S. DOL Certification, which contains the terms and conditions that U.S. DOL has determined to be fair and equitable to protect the interests of any employees affected by the Project, (b) It must comply with 49 U.S.C. § 5333(b), and any future amendments thereto, (c) It will follow the U.S. DOL guidelines, “Guidelines, Section 5333(b), Federal Transit Law,” 29 C.F.R. part 215, except as U.S. DOL determines otherwise in writing, (d) It must comply with the terms and conditions of the U.S. DOL certification of public transportation employee protective arrangements for the Project, which certification is dated as identified on the Underlying Agreement, including: 1 Alternative comparable arrangements U.S. DOL has specified for the Project, 2 Any revisions U.S. DOL has specified for the Project, or 3 Both, and (e) It must comply with the following documents and provisions incorporated by reference in and made part of the Underlying Agreement for the Project: 1 The U.S. DOL certification of public transportation employee protective arrangements for the Project, which certification is dated as identified on the Underlying Agreement, 2 The documents cited in that U.S. DOL certification for the Project, 3 Any alternative comparable arrangements that U.S. DOL has specified for the Project, and 4 Any revisions that U.S. DOL has specified for the Project,

(2) Special Warranty. When its Project involves public transportation operations, and is financed with funding made available or appropriated for 49 U.S.C. § 5311, as amended by Map-21, for former 49 U.S.C. § 5311 in effect in FY 2012, or a previous fiscal year, or for section 3038 of TEA-21, as amended by section 3039 of SAFETEA-LU, U.S. DOL will provide a Special Warranty for those projects, including projects under the Tribal Transit Program. Therefore, the Recipient understands and agrees, and assures that any Third Party Participant providing public transportation operations will agree, that: (a) It must comply with Federal transit laws, specifically 49 U.S.C. § 5333(b), (b) Follow the U.S. DOL guidelines, “Guidelines, Section 5333(b), Federal Transit Law,” 29 C.F.R. part 215, except as U.S. DOL determines otherwise in writing, (c) It will comply with the U.S. DOL Special Warranty for its Project that is most current on the date when it executed the Underlying Agreement, and documents cited therein, including: 1 Any alternative comparable arrangements U.S. DOL has specified for the Project, 2 Any revisions U.S. DOL has specified for the Project, or 3 Both, and (d) It will comply with the following documents and provisions incorporated by reference in and made part of the Underlying Agreement: 1 The U.S. DOL Special Warranty for its Project, 2 Documents cited in that Special Warranty, 3 Alternative comparable arrangements U.S. DOL specifies for the Project, and 4 Any revisions that U.S. DOL has specified for the Project, and

(3) Special Arrangements for 49 U.S.C. § 5310 Projects. The Recipient understands and agrees, and assures that any Third Party Participant providing public transportation operations will agree, that although pursuant to 49 U.S.C. § 5310, and former 49 U.S.C. §§ 5310 or 5317, FTA has determined that it was not “necessary or appropriate” to apply the conditions of 49 U.S.C. § 5333(b) to Subrecipients participating in the program to provide public transportation for seniors (elderly individuals) and individuals with disabilities, FTA reserves the right to make the following exceptions: (a) FTA will make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized

under title 23, United States Code (flex funds), and (b) FTA reserves the right to make other exceptions as it deems appropriate.

Disadvantaged Business Enterprise (DBE) – Applicability – Contracts over \$10,000 awarded on the basis of a bid or proposal offering to use DBEs

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.
- b. The contractor 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 CFR Part 26 in the award and administration of this contract. 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 municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- c. If a separate contract goal has been established, Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.
- d. If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- e. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.
- f. The contractor must promptly notify the recipient whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the recipient.

Prompt Payment – Applicability – All contracts except micropurchases \$10,000 or less, (except for construction contracts over \$2,000)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the Recipient. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Recipient. This clause applies to both DBE and non-DBE subcontracts.

Incorporation of Federal Transit Administration (FTA) Terms – Applicability – All contracts except micropurchases (\$10,000 or less, except for construction contracts over \$2,000)

The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT required contractual provisions, as stated in FTA Circular 4220.1F, 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 request that would cause the recipient to be in violation of FTA terms and conditions.

Drug & Alcohol Abuse and Testing – Applicability – Operational service contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

The Contractor agrees to comply with the following Federal substance abuse regulations: a. Drug-Free Workplace. U.S. DOT regulations, "Drug-Free Workplace Requirements (Grants)," 49 C.F.R. Part 32, that implements the Drug-Free Workplace Act of 1988 as amended, 41 U.S.C. §§ 8103 et seq., and 2 CFR part 182, b. Alcohol Misuse and Prohibited Drug Use. FTA Regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 USC 5331, as amended by Map-21, 49 CFR part 40, 49 USC chapter 53, 49 CFR Part 655, to the extent applicable.

Other Federal Requirements:

Full and Open Competition - In accordance with 49 U.S.C. § 5325(h) all procurement transactions shall be conducted in a manner that provides full and open competition.

Prohibition Against Exclusionary or Discriminatory Specifications - Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

Conformance with ITS National Architecture - Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg.1455 etseq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

Access Requirements for Persons with Disabilities - Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

Notification of Federal Participation - To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

Interest of Members or Delegates to Congress - No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

Ineligible Contractors and Subcontractors - Any name appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

Other Contract Requirements - To the extent not inconsistent with the foregoing Federal requirements, this

contract shall also include those standard clauses attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the recipient.

Compliance With Federal Regulations - Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as 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.

Real Property - Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 49 CFR 18.31-18.34, 49 CFR 19.30-19.37, 49 CFR Part 24, 49 CFR 5326 as amended by Map-21, 49 CFR part 18 or 19, 49 USC 5334, applicable FTA Circular 5010, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Access to Services for Persons with Limited English Proficiency - To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

Environmental Justice - Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1) Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance,

Environmental Protections - Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

Geographic Information and Related Spatial Data - (NOT APPLICABLE TO THE TRIBAL TRANSIT PROGRAM) Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

Geographic Preference - All project activities must be advertised without geographic preference, (except in A/E under

certain circumstances, preference for hiring veterans on transit construction projects and geographic-based hiring preferences as proposes to be amended in 2 CFR Part 1201).

Federal Single Audit Requirements - For State Administered Federally Aid Funded Projects Only Non Federal entities that expend \$750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A 133, "Audits of States, Local Governments, and Non Profit Organizations" (replaced with 2 CFR Part 200,"Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" effective December 26, 2014 as applicable). Non Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non Federal entities that expend less than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B--Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency the New York State Department of Transportation, the New York State Comptrollers Office and the U.S. Governmental Accountability Office (GAO). Non Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments. Catalog of Federal Domestic Assistance (CFDA) Identification Number The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

Veterans Preference - As provided by 49 U.S.C. 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients: (1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and (2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

Safe Operation of Motor Vehicles

a. Seat Belt Use. The Recipient agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by: (1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles, and (2) Including a "Seat Belt Use" provision in each third party agreement related to the Award. b. Distracted Driving, Including Text Messaging While Driving. The Recipient agrees to comply with: (1) Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225), (2) U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, and (3) The following U.S. DOT Special Provision pertaining to Distracted Driving: (a) Safety. The Recipient agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Recipient owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award, (b) Recipient Size. The Recipient agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving, and (c) Extension of Provision. The Recipient agrees to include the preceding Special Provision of section 34.b(3)(a) – (b) of this Master Agreement in its third party agreements, and encourage its Third Party Participants to comply with this Special Provision,

and include this Special Provision in each third party subagreement at each tier supported with federal assistance.

Catalog of Federal Domestic Assistance (CFDA) Identification Number - The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

The CFDA number for the Federal Transit Administration - Nonurbanized Area Formula (Section 5311) is 20.509. A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," (replaced with 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" effective December 26, 2014 as applicable) agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

Organizational Conflicts of Interest - The Recipient agrees that it will not enter into a procurement that involves a real or apparent organizational conflict of interest described as follows: (1) When It Occurs. An organizational conflict of interest occurs when the Project work, without appropriate restrictions on certain future activities, results in an unfair competitive advantage: (a) To that Third Party Participant or another Third Party Participant performing the Project work, and (b) That impairs that Third Party Participant's objectivity in performing the Project work, or (2) Other. An organizational conflict of interest may involve other situations resulting in fundamentally unfair competitive conditions, (3) Disclosure Requirements. Consistent with FTA policies, the Recipient must disclose to FTA, and each of its Subrecipients must disclose to the Recipient: (a) Any instances of organizational conflict of interest, or (b) Violations of federal criminal law, involving fraud, bribery, or gratuity violations potentially affecting the federal award, and (4) Failure to Disclose. Failure to make required disclosures can result in remedies for noncompliance, including debarment or suspension.

Federal Certifications

CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, _____, hereby certify (Name and title of official)
On behalf of _____ that: (Name of Bidder/Company Name)

- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

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

Name of Bidder/Company Name _____

Type or print name _____

Signature of Authorized representative _____ Date ____/____/____

Signature of notary and SEAL _____

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

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

1. It will comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 CFR part 180,
2. To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
 - a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
 1. Debarred
 2. Suspended
 3. Proposed for debarment
 4. Declared ineligible
 5. Voluntarily excluded
 6. Disqualified
 - b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
 1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
 2. Violation of any Federal or State antitrust statute, or
 3. Proposed for debarment commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property
 - c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,
 - d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
 - e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,
 - f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
 1. Equals or exceeds \$25,000,
 2. Is for audit services, or
 3. Requires the consent of a Federal official, and
 - g. It will require that each covered lower tier contractor and subcontractor:
 1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and

2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
- a. Debarred from participation in its federally funded Project,
 - b. Suspended from participation in its federally funded Project,
 - c. Proposed for debarment from participation in its federally funded Project,
 - d. Declared ineligible to participate in its federally funded Project,
 - e. Voluntarily excluded from participation in its federally funded Project, or
 - f. Disqualified from participation in its federally funded Project, and

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

Certification

Contractor _____
 Signature of Authorized Official _____ Date ____/____/_____
 Name and Title of Contractor's Authorized Official _____

Attachment G

State Corporation Commission Form

Virginia State Corporation Commission (SCC) registration information. The bidder:

is a corporation or other business entity with the following SCC identification number: _____ **-OR-**

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) **-OR-**

is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

****NOTE**** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):

