

**Central Area Rural Transit System, Inc.
(CARTS)**

Request for Proposals

Transportation Provider Services

No. 71-4559-001

July 27, 2021

Submission Deadline: September 24, 2021 (5 pm)



1 Table of Contents

2	INTRODUCTION.....	3
3	SCHEDULE OF EVENTS THAT GUIDE THE RFP PROCESS	4
4	PUBLICATION OF REQUEST FOR PROPOSALS.....	5
5	BACKGROUND INFORMATION.....	6
6	SERVICES BEING SOLICITED	7
	DESCRIPTION OF SERVICES BEING SOUGHT.....	7
	PROVIDER RESPONSIBILITIES.....	7
	PERFORMANCE STANDARDS	7
	SERVICE GOALS	10
	COMPLAINTS	10
	PERFORMANCE MONITORING	10
	CONFIDENTIALITY	10
	SUBCONTRACTING	10
	VEHICLE AND EQUIPMENT REQUIREMENTS	11
	VEHICLE MAINTENANCE.....	11
	VEHICLE MAINTENANCE RECORDS	11
	VEHICLE CLEANING.....	11
	RADIO SYSTEM REQUIREMENTS.....	11
	SERVICES SUBJECT TO CHANGE.....	12
	EMERGENCY PREPAREDNESS PLAN	12
	PERSONNEL.....	12
	INTERNAL AND EXTERNAL COMMUNICATIONS.....	13
	DRUG & ALCOHOL ABUSE PREVENTION.....	14
	DRUG-FREE WORKPLACE.....	14
	PROGRAM ADMINISTRATION AND OVERSIGHT.....	15
	SPECIAL SURVEYS	15
	REPORTING REQUIREMENTS.....	15
	BILLING AND PAYMENTS	15
	INSURANCE REQUIREMENTS	16
7	PROPOSAL FORMAT INSTRUCTIONS.....	18
8	OVERVIEW OF RFP PROCESS	19
	EVALUATION OF PROPOSALS.....	19

SCORING	19
DETERMINATION OF AWARD	19
9 PROTEST PROCEDURES	21
TYPES OF PROTESTS	21
PROTEST REQUIREMENTS	21
TIME REQUIREMENTS	21
PROTEST DELIVERY	21
RECEIPT OF PROTEST:.....	21
INTERVENTION:.....	21
CARTS RESPONSE:.....	21
10 EXHIBITS AND FORMS	23
EXHIBITS	23
CERTIFICATIONS, DECLARATIONS AND FORMS	23

2 INTRODUCTION

Central Area Rural Transit System, Inc. (CARTS) invites interested and qualified parties to submit proposals to become a transportation provider as described in this Request for Proposals (RFP). It is critical that interested firms pay close attention to all sections of this document. The language in this document and subsequent amendments, if necessary, supersedes any other language, instructions, directions, guidelines or other information relative to this project that may be acquired through a different source.

The basic objectives of CARTS program include:

- Provide door-to-door transportation in the established service area; and
- Meet performance objectives established by CARTS; and
- Assure that service is safe, reliable, compliant with all service requirements, the Americans with Disabilities Act, federal, state, and local regulations; and
- Assure that service is provided in the most cost-effective and efficient manner.

Award will be made to the most responsive proposals, based upon the evaluation of CARTS staff and Board of Directors.

Proposals must meet all specified requirements and will be evaluated using the criteria detailed in Section E.

CARTS shall contract with one or more entities to provide services.

Award of contract does not guarantee any number of rides.

This RFP does not commit CARTS to awarding a Contract. Proposers shall bear all costs incurred in the preparation of the Proposal and participating in the Proposal process. CARTS reserves the right to withdraw the RFP at any time, the right to reject any and all Proposals, the right in its sole discretion to accept the Proposal it considers most favorable to CARTS' interest, and the right to waive minor irregularities or negotiate changes to the proposals whenever such cancellation, rejection, waiver or negotiation is in the best interest of CARTS. CARTS further reserves the right to reject all Proposals and seek new Proposals when such procedure is reasonable and in the best interest of CARTS.

Statement of Financial Assistance

This Procurement is subject to a financial assistance grant between the State of Alaska and the U.S Department of Transportation.

3 SCHEDULE OF EVENTS THAT GUIDE THE RFP PROCESS

CARTS intends to adhere to a schedule in the procurement of and contracting for these services. It shall be understood by all proposers that despite the best intentions of CARTS, delays may ensue and consequently, the schedule could be affected. CARTS shall make every effort to keep all interested individuals and entities informed as to changes in the schedule.

At the time of issuance of this RFP, the schedule which will govern this process shall be as follows:

July 27, 2021	Issue RFP
August 6, 2021	Written questions due
August 18, 2021	Written response to questions
September 24, 2021	Proposals are due
September 27, 2021	Start of proposal evaluation period
September 27, 2021	Oral Presentations (if necessary)
October 25, 2021	Issuance of Notice to Proceed with contract
Upon signature of contract	Start up and first day of service

NOTE: All updates and addendums will be posted to the CARTS Website and your attention to that website is required to access this information. The website address is:

www.ridecartsak.org

4 PUBLICATION OF REQUEST FOR PROPOSALS

The following notice will be advertised locally in the Peninsula Clarion:

Request for Proposals

**Central Area Rural Transit System, Inc. (CARTS)
Transportation Provider
RFP No. 71-4559-001**

Central Area Rural Transit System, Inc. (CARTS) is soliciting responses to a Request for Proposals (RFP) dated July 27, 2021, from qualified transportation providers willing to operate transportation services originating and terminating within the approximate 49 square miles that composes CARTS central Kenai Peninsula service area. Service under this RFP is currently projected to begin on or around October 25, 2021. Services to be provided include door-to-door services that comply with the Americans with Disabilities Act (ADA) available to the general public.

Copies of the RFP may be obtained from the CARTS website, <http://www.ridecartsak.org>., beginning Tuesday, July 27, 2021. Requests for clarification of the requirements or inquiries about information contained in the RFP package must be submitted in writing, via email or fax : Jennifer Beckmann, Executive Director @ (907) 262-6122 or jbeckmann@ridecartsak.org with the subject line Provider Procurement Question. Questions must be received on or before August 6, 2021, at 4 pm local prevailing time. **The deadline for proposal submission is 5:00 PM, local prevailing time on Friday September 24, 2021.** Proposals not delivered by the deadline and in accordance with the instructions in the RFP will be deemed "nonresponsive" and discarded unopened.

One original and two hard copies of the RFP Proposal must be submitted to:

Jennifer Beckmann
CARTS
PO Box 993
Soldotna, AK 99669

OR

Jennifer Beckmann
CARTS
35139 KB Drive
Soldotna, AK 99669

Proposals must follow the format of the RFP and structure responses to follow the sequence of the RFP. CARTS staff and Board members will evaluate the proposals received based on the responsiveness to the evaluation criteria and on the information being provided in the required sequence.

The outside of the envelope containing the Proposal must be marked — **CARTS PROPOSAL FOR RFP No. 71-4559-001**. CARTS will accept no responsibility for proposals not so marked. Proposals are to remain in effect for 90 calendar days from the date of submission.

CARTS does not discriminate on any basis, as required by 49 USC 5332 prohibiting discrimination on the basis of race, color, religion, national origin, sex or age in employment or business opportunity, Title VI of the Civil Rights Act.

5 BACKGROUND INFORMATION

Central Area Rural Transit System, Inc. (CARTS) is the result of a group of central Kenai Peninsula citizens getting together to find a way to give residents a ride...and it works! The solution is a coordinated community attempt to serve the needs of those whose transportation resources are few and whose need is great, utilizing the vehicles and services that we already have in a better way.

CARTS Mission

To provide safe public transportation to all service area residents in a timely, courteous, cost effective manner that eliminates duplication, increases agency coordination, addresses service gaps and contributes to their quality of life.

- We believe that all people are entitled to live as independently as possible within their life circumstances; and
- Freedom of movement is a fundamental necessity and a basic human need in our society; and
- Everybody counts (regardless of age, health, income, or position) and has a contribution to make to the community in which they live; and
- We work to advocate for transit, coordinate transit, and educate the public about transit. We try to provide mobility for every individual who needs transportation.

CARTS is a demand response system set up to provide rides to residents and visitors to the central Kenai Peninsula including the cities of Soldotna and Kenai and communities of Kasilof, Sterling and Nikiski. CARTS takes calls during regular weekday hours and guarantees rides between the hours of 7 am and 11 pm five days a week excluding observed holidays, except for work trips. Work trips are provided twenty-four hours a day, seven days a week except for observed holidays.

CARTS operates on pre-purchased punchcards or punch credits, and passengers must schedule their rides the day before. CARTS gives the most cost-effective, appropriate ride for that passenger, including those who have disabilities, and all rides are door-to-door. This delivery concept was found to be the most flexible approach to most effectively utilize existing seat capacity, provide for expansion, adjust for economic conditions, and to reach the most riders and employers.

6 SERVICES BEING SOLICITED

DESCRIPTION OF SERVICES BEING SOUGHT

The purpose of CARTS is to provide preauthorized transportation services to people who need rides, who may have no other means of transportation available, or for whom available transportation resources are inadequate or inappropriate to meet their needs.

The services being solicited with this RFP are providers to provide additional capacity for CARTS Public Transportation System.

Transportation will be assigned to contracted providers based on the needs of the individual. In an effort to reduce the overall costs to the program CARTS reserves the right to assign more than one individual to a vehicle.

In order to meet our goals, CARTS can use a multitude of service providers that use a variety of vehicle types in order to select the most appropriate provider and vehicle based on individual need. CARTS will assign passenger rides to the “lowest cost most appropriate provider”.

Nothing in this RFP and any contract award indicates that CARTS is obligated to assign trips solely on the basis of cost, and this RFP and any contract award does not warrant or guarantee a minimum or maximum amount of trips assigned to any provider.

PROVIDER RESPONSIBILITIES

This RFP seeks turnkey operations and successful proposer(s) who will be responsible for providing all necessary management, drivers, maintenance, facilities, office equipment, supplies and services required in the operation of transportation services identified in this RFP unless specifically indicated as to be furnished by CARTS.

Provider will be responsible for delivery of assigned service (trips). Provider may not refuse to perform any service (trips) designed to be delivered through this contract or refuse to provide the service (or any portion thereof) without authorization by CARTS. In the event of vehicle breakdowns, equipment failure or other service interruption, it shall be the responsibility of the provider to arrange for the deployment of spare vehicles and/or alternative transportation at the provider's sole expense. If Provider operates any other transportation service other than CARTS, Provider is required to give reasonable importance to CARTS services.

Proposer shall describe in detail how it will ensure adequate staffing, satisfactory and professional performance of all responsibilities associated with this project. All full- time and part-time equivalent positions shall be enumerated and proposer shall describe how it will staff for start-up and through maturation of the project, including managing of staffing needs.

PERFORMANCE STANDARDS

CARTS has established all guidelines and performance standards for operation of service and these are included as part of this RFP. CARTS will be responsible for monitoring the performance of each provider based on these standards. Providers shall

render transportation in accordance with the following performance standards and procedures. Additional CARTS program rules are detailed in CARTS Service Guidelines. Standards apply to services being solicited, unless otherwise specified:

1. Providers shall render door-to-door service in accordance with guidance provided by CARTS. Providers are required to use the highest degree of care in the operation of equipment and assistance of passengers. Drivers are expected to offer assistance into and out of the vehicle. Drivers must also offer ambulatory passengers a steadying arm to assist them in walking. Each driver, upon request, must assist passengers from or to the entrance of any dwelling or building. If there is risk of the driver losing sight of his/her occupied vehicle and no attendant is onboard, no assistance is to be provided beyond the entrance at either the place of origin or destination. Safety permitting, drivers may assist a person in a manual wheelchair with one or two steps or a curb in the event of no curb cut.

In addition, when requested, drivers must assist passengers by carrying up to two bags or parcels between the vehicle and the entrance at the place of origin or destination. As a guideline, bags/parcels may weigh up to 25 pounds total.

2. Providers shall at all time render safe, courteous service in accordance with all applicable laws, ordinances and regulations.

3. CARTS utilizes shared-rides wherever possible. Provider is expected to make a concerted effort to combine and consolidate trips through dispatching.

4. A wheelchair accessible vehicle must be used for consumers in wheelchairs or other ADA compliant mobility devices and who require transportation. Transferring/carrying individuals from wheelchairs to the seat of a vehicle is prohibited, except that a rider who can transfer without any assistance may do so at the rider's own prerogative. Providers may not be without a wheelchair accessible vehicle for more than five (5) days.

5. Passengers are to be picked up from fifteen (15) minutes before the scheduled pick-up time to fifteen (15) minutes after the scheduled pick-up time under normal operating conditions.

Normal operating conditions shall be defined as those operating conditions, including weather and traffic patterns for time of year and time of day normally encountered and reasonably expected. Repeated failure to comply with this standard without reasonable cause shall be grounds for termination of the contract. Provider can expect monitoring of on-time performance to occur through a combination of methods, including but not limited to, random field checks conducted by CARTS staff, complete and accurate reporting by driver, random rider surveys, observations reported by social service agency staff, formal complaints filed by riders, and other methods.

On-time performance is the measure of the provider's actual arrival at a reservation pick-up location as promised. For CARTS service, the Broker considers service to be "on-time" when the vehicle arrives between fifteen (15) minutes prior to the promised time and fifteen (15) minutes after that time. Vehicle arrivals within this thirty (30) minute "window" are considered "on-time." At all times, service provider shall be mindful of drop off or appointment time when one is given.

Persons served by public transportation consistently rank on-time service as the single most important aspect of service quality. CARTS thus expects service providers to schedule and operate their vehicles to achieve a high level of on-time performance to a standard of 90% or better.

6. The service will be provided and CARTS shall be billed only for those customers specifically indicated on the manifest or service authorized or required directly by CARTS. Providers shall insure that no unauthorized passengers are transported while engaged in providing CARTS services under contract without CARTS express permission. At no time shall vehicles leased from or supplied by CARTS be used in any capacity beyond the scope of CARTS services.

7. Providers shall inform CARTS of any difficulties experienced in transporting a rider, whether related to safety, behavior, or other reason. Provider shall never take unauthorized disciplinary action against any rider. CARTS shall notify the Provider of any actions to take.

8. The Provider may refuse to transport any person or persons who are a threat to the health, safety, or welfare of the Provider's employees or other passengers due to consumer's violent, seriously disruptive or illegal conduct. The Provider must consult with CARTS prior to any refusal of service to any consumer or in the case of severe urgency, immediately after the refusal as is practical.

9. All CARTS passengers are responsible for being at the designated pick-up location, ready to travel, at their promised pick-up time. Passengers shall be allowed five (5) minutes to board or to assent immediate intent to board the vehicle measured from the time the vehicle was scheduled to arrive at the pick-up address or actually arrived, whichever occurred later, **and** the driver notifies passenger of the vehicle's arrival. Assent to board shall mean the rider has acknowledged arrival of the vehicle and has begun moving toward the vehicle. Driver must allow for and wait sufficient dwell time to accommodate any disability of passenger that requires additional time for passenger to complete the boarding process. If the passenger is not visible to the driver, the driver must first make a reasonable attempt to contact the passenger, and then obtain dispatcher approval before moving on. Driver may not move on without dispatcher's approval.

Under no circumstances may drivers register a rider as a no-show if the driver arrived early unless driver has waited for the scheduled pick-up time to pass.

10. Passengers not present to board the vehicle by the promised pick-up time are considered to be a "no-show," providing the vehicle is on time. If the vehicle arrives so late that the passenger cancels because they cannot get to their appointment on time, or they make other arrangements for a ride, the client will not be counted as a "no-show." In all cases, CARTS shall make no payment for "no-show", cancelled, or missed trips. Provider shall ensure that during the trip check-in process, each active trip record is properly coded as completed, cancelled or no-showed and if completed, proper fare was collected.

11. Providers are expected to complete a minimum of one hundred percent (100%) of all trips reserved and scheduled. A missed trip is a trip performed 30 minutes or more late, or not performed at all.

SERVICE GOALS

To ensure the quality of CARTS service, CARTS has set specific operational goals consistent with the level of expected contractor performance. The goals target key values of CARTS safety, on-time performance, vehicle reliability, and overall customer satisfaction. CARTS has taken considerable care to be sure these goals are clearly defined, measurable, and obtainable.

The following service quality goals apply CARTS services:

- On-Time Reliability: at or above 90%;
- Complaints: less than 5 per 1,000 trips.

COMPLAINTS

CARTS office shall be the primary mechanism for receipt of all service related complaints. Provider shall not encourage riders to report complaints directly to provider. Providers shall relay all service related complaints they directly receive to CARTS in writing within 24 hours. The service provider shall cooperate fully with CARTS to ensure that all complaints directed to CARTS are properly investigated and to the extent practical, assist CARTS in the development of meaningful responses to passengers.

PERFORMANCE MONITORING

CARTS staff will monitor provider performance, compliance with insurance requirements and with ADA, federal, state, city, and contract requirements, and will gauge the quality of service on a systematic and continuing basis. Such monitoring may include inspection of documents or files; interviews and conversations with Provider's managers, drivers, dispatch staff; review reports; analysis of complaints; road checks; passenger surveys; and the inspection of facilities, equipment, and vehicles.

Irrespective of the CARTS monitoring program, provider shall implement its own quality assurance program. Such program shall include, but not be limited to, regular supervisory field observations, trip manifest and dispatch log reviews, complaint mitigation, vehicle/equipment inspections, and records audits. Proposers shall detail their approach within their written technical proposal.

CONFIDENTIALITY

The disclosure of any information concerning a client for any purpose not directly connected with transportation services provided under this Agreement is prohibited.

SUBCONTRACTING

Subcontracting to other corporations, partnerships, or individuals for the actual provision (pick-up, delivery, and drop-off) of service to be performed under contracts awarded as a result of this RFP will not be allowed, except with prior written approval of CARTS.

VEHICLE AND EQUIPMENT REQUIREMENTS

Providers will be responsible for providing and maintaining all vehicles and equipment.

At the onset of this contract and during the remaining contract term, all vehicles to be proposed as providing service under this RFP and resulting contract shall meet the vehicle specifications detailed in CARTS Vehicle Standards.

Providers will be required to have sufficient spare vehicles to provide for preventive maintenance and repair and to accommodate vehicle breakdowns without disruption of service. Provider is required to maintain at minimum a ten percent (10%) spare ratio of one (1) spare vehicle to every ten (10) peak service vehicles.

VEHICLE MAINTENANCE

All vehicles used for CARTS service will be maintained at a minimum according to the preventative maintenance program submitted by the Provider and approved by CARTS, and in accordance with the standards and specifications set by the manufacturer; for vehicles operated under heavy use and rugged condition; and whatever additional preventive maintenance procedures are established by DOT, CARTS and/or the service provider.

VEHICLE MAINTENANCE RECORDS

Records will be required to document all preventive maintenance and major repair work on all vehicles used in CARTS service in accordance with FTA, DOT and CARTS transit agency standards. In addition to these maintenance histories by vehicle, an exceptions log will be required which will provide a daily record of any instances of mechanical breakdown, road calls, or air conditioning or heater malfunction on vehicles which were in operation under this contract. A system for accepting, processing and filing driver-completed, vehicle defect reports shall be established.

VEHICLE CLEANING

All vehicles used in CARTS service must be kept clean. Cleaning shall be performed on a regular schedule. Within the maintenance plan submitted as part of its proposal, Provider should describe its vehicle cleanliness program and the staffing levels proposed to ensure compliance with that program. At a minimum, service providers will:

1. Wash vehicle exterior at least once per week in the dry season and more frequently in the rainy season.
2. Sweep vehicle interior daily.
3. Clean interior windows and interiors thoroughly cleaned not less than once per week.
4. Assure that all windows of vehicles stored outside are cleared of frost prior to operation. For such vehicles, any accumulation of garbage, dirt, mud or grime is to be cleared from the vehicle exterior, steps, and running boards prior to service.
5. Service provider shall use only cleaning chemicals that are fragrance free and shall not be offensive or injurious to individuals with heightened sensitivity to environmental toxins or fragrances. No air fresheners shall be used in the vehicles.

RADIO SYSTEM REQUIREMENTS

Providers must provide two-way radio equipment or other communication for every

vehicle to be used in provision of service, as well as other required equipment such as antennas, transmitters, and base stations as applicable. This communication system must have a range that includes at least ninety-five percent (95%) of the CARTS service area. Beepers or pagers will not be accepted in lieu of a radio system.

SERVICES SUBJECT TO CHANGE

CARTS reserves the right to expand or reduce the number of riders, days or hours of service, budget, number of allowable trips, number of service providers, number of agencies being served and/or to modify the method(s) and criteria used for eligibility at any time during any contract term. CARTS is not currently planning any system changes that would significantly impact ridership.

EMERGENCY PREPAREDNESS PLAN

CARTS provides an essential lifeline of service which links the area disabled and transit dependent population to life sustaining, critical medical and other necessary social services, thereby playing a critical role in the lives of its customers.

When disaster occurs such as an earthquake, flood, fire, mass casualty incident, pandemic or other act of God or civil disturbance, damage to the region's transportation infrastructure, including CARTS services, may result in a significant decrease of available service. As a service provider contracted by CARTS, Provider may be called upon to provide transportation for life sustaining medical treatment, supplemental services for emergency response and assist in recovery efforts by both public and private sector agencies.

It is imperative that Provider maintain a comprehensive emergency management program that allows us to provide uninterrupted service to our regular passengers and, when necessary, supplement or expand service to meet increased demands for public transportation.

In the event of an emergency CARTS will begin notifying contracted service providers and providing them with instructions on which services should be provided.

CARTS will maintain a phone list for the purpose of notifying providers in the event of an emergency. This list shall be updated as necessary to ensure the most current phone numbers are available. Each provider shall be responsible to ensure that information related to its staff and operations are continually updated and accurate and provided to CARTS.

LICENSING

Each provider will annually submit copies of current State of Alaska Business license for provider and all subcontractors.

PERSONNEL

Providers will be solely responsible for the provision, oversight, and satisfactory work performance of all of its employees required to deliver the transportation and related services described in this RFP. Such responsibility will include the payment of wages and benefits in accordance with the contract, including compliance with requirements of worker's compensation, unemployment insurance, certification of background checks, Social Security and all other federal, state, local and contractual requirements.

A description of the chain of command for the organization is essential to the proposal.

Drivers

Transportation providers assure that vehicle drivers are reliable and able to drive safely. In addition to the general personnel selection procedures of the organization, selection of vehicle drivers shall include:

A. Verification that the applicant has an appropriate and valid Alaska State driver's license. A Commercial Driver's License certificate shall be required if the driver will be driving a vehicle with a capacity of 16 or more passengers.

B. Alaska State Trooper Criminal History Check.

C. Verification that the applicant has had no moving traffic violations in the last year, and has not been involved in any at fault accidents within the past three years. Annual State of Alaska DMV review must be on file.

D. Verification that the applicant is physically capable of safely driving the program vehicles.

Drivers who do not meet the minimum criteria established by CARTS may not provide service on behalf of CARTS. CARTS reserves the right to approve or disapprove any personnel assigned to this project.

Training Requirements for Drivers and Other Operations Personnel

The minimum training for all in-service vehicle operation personnel and other Operations Personnel include:

Passenger Assistance Techniques (PAT) or Passenger Assistance, Safety and Service (PASS):

Standard eight (8) hour PAT or PASS. Such training shall introduce disability awareness, sensitivity and related topics and cover proper handling of wheelchair-user passengers and their mobility aids, blind passengers, use of vehicle equipment and securement devices, policy and procedures for the proper handling of "hand-to-hand" passengers, and emergency evacuation of persons with disabilities from paratransit vehicles.

American Red Cross First Aid/CPR: A minimum eight (8) hour training course with

emphasis on first aid, biological topics such as blood-borne pathogens, bodily fluids and spills and infectious diseases. Approved equivalent permitted.

Substance Abuse Training: As required by federal law and herein outlined in Section 5.29, Drug & Alcohol Abuse Prevention.

Other training may be made available through CARTS throughout the contract period and Provider is encouraged to participate.

INTERNAL AND EXTERNAL COMMUNICATIONS

While all personnel must be properly and adequately trained to deliver services

required by this contract, there is no substitute for clear and concise internal communication. This is particularly true between management and dispatchers and dispatchers and drivers. While good working knowledge of local geography is critical to all aspects of this service, the relaying of critical individual rider information between drivers and dispatchers/supervisors is vital to good service for riders utilizing those services. Direct two-way communication between vehicles and the provider's dispatch office will be required at all times when vehicles are operating on behalf of CARTS under any resultant agreement.

In addition to any other specific reporting requirement stipulated elsewhere in this RFP, Provider shall keep CARTS informed of any service related incident or issue that may materially affect CARTS. For the purpose of facilitating communication of service related issues, the Provider and CARTS will meet as often as necessary to discuss status of service quality, safety, service complaints, staffing, vehicle maintenance, and other issues related to recent, current, or pending CARTS service.

Provider shall defer to CARTS all public communications concerning CARTS services. This includes mass communications with riders and all media communications, including but not limited to any advertising, printed materials, press releases, rider notifications, rider communications, etc. Any media inquiries concerning CARTS or provider's operations shall be immediately referred to the CARTS Executive Director.

DRUG & ALCOHOL ABUSE PREVENTION

As a recipient of Federal public transportation assistance funds, CARTS vehicle operations contractors are subject to the drug and alcohol testing regulations of the United States Department of Transportation (DOT). As part of its proposal, Provider must define clearly how it will comply with these requirements as of the first effective date of the contract.

See Central Area Rural Transit System, Inc. Prevention of Prohibited Drug Use and Prevention of Alcohol Misuse in Transit Operations – Drug & Alcohol Policy for more details.

DRUG-FREE WORKPLACE

The Contract shall certify that it will provide a drug-free workplace by:

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying termination procedures will be taken against employees for violation of such prohibitions;
- B. Establishing an ongoing drug-free awareness program to inform employees about:
 - 1. The dangers of alcohol and drug abuse in the workplace;
 - 2. The Contractor's policy of maintaining a drug-free workplace;
 - 3. Any available drug counseling, rehabilitation, and employee assistance programs; and,
 - 4. That termination will be imposed upon employees for drug abuse violations occurring in the workplace.

- C. Requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Paragraph (1) of this subsection.
- D. Each employee shall have on file an acknowledgement form that a copy of the drug and alcohol policy has been received by the employee and there is a zero tolerance for positive drug testing, and that employment will be terminated. A copy of this form is to be sent to CARTS for new employees throughout the year.

PROGRAM ADMINISTRATION AND OVERSIGHT

CARTS has overall responsibility for administration and oversight of the transit program. The Executive Director will serve as its primary contract compliance manager and the primary point of contact with providers. No guarantees or minimums in trip volume will be made as part of any contract. CARTS reserves the right at any time during the term of any resulting agreement to add or reduce service quantity levels.

SPECIAL SURVEYS

Service provider agrees to cooperate and participate as required by the CARTS with any surveys CARTS may undertake with regard to services provided under this contract. Such could include providing certain data in electronic or other format for purposes of conducting rider or driver surveys.

REPORTING REQUIREMENTS

Operating Reports

Service provider will comply with all requests by CARTS for service data and cooperate in the compilation and collection of such data reasonably necessary to satisfy federal, state, and other reporting requirements.

Accident/Incident Reporting Requirements

All passenger and vehicle accidents involving property damage or any personal injuries resulting from Provider's operation of services must be verbally reported to the CARTS designated representative immediately, and verified with a complete written accident report provided to CARTS within twenty-four (24) hours of the occurrence. Such reports must be as detailed and meaningful as possible.

All other incidents or occurrences which happen in the course of service operations involving passengers, odd behavior, threats, or disputes must be reported and documented on a written incident report provided to CARTS within twenty-four (24) hours of the occurrence.

BILLING AND PAYMENTS

Billing Invoices are due to the Broker no **later than the 5th of the following month of service delivery**. Failure to submit billing or inaccurate billings may result in delay of payment. No payments will be made in advance or in anticipation of services or supplies to be provided under this Agreement by CARTS. Payment

shall be considered timely if made by CARTS within 30 days after receipt of all required billing reports/statements. Payment shall be sent to the address designated by the Provider. Any invoices submitted after the 90 days will be payable only if CARTS determines good cause. The provider shall not request payment from the State of Alaska or from any eligible client for services performed under this Agreement.

INSURANCE REQUIREMENTS

Insurance shall be maintained for the duration of this Agreement in accordance with the Provider license and Alaska State law. By requiring such minimum insurance, Broker shall not be deemed or construed to have assessed the risk that may be applicable to the Provider under this Agreement. The Provider shall assess its own risks and, if it deems appropriate and prudent, maintain greater limits and/or broader coverage. **Provider will submit a copy and certificate of insurance with this application and every six months thereafter.**

COMMERCIAL: Automobile Liability Insurance -- Combined single limits of liability for bodily injury and property damage of \$1,000,000 per incident. CARTS is to be named as “additional insured” on the vehicle policy.

Or

COMMERCIAL: Automobile Liability Insurance -- Combined single limits of liability for bodily injury and property damage of \$300,000 per incident. CARTS is to be named as “additional insured” on the vehicle policy.

And

General Liability

Bodily Injury Liability \$1,000,000

Property Damage Liability \$1,000,000

CARTS is to be named as “additional insured” on the general liability policy.

Certificate of Insurance

Not later than 30 days from Notice to Proceed under any contract awarded to Provider through this solicitation, and prior to the start of service under this agreement, Provider shall provide CARTS a certificate of Insurance, specifying coverages as required, underwritten by a carrier acceptable to CARTS indicating CARTS as additional insureds on said policy. For worker compensation insurance only, in lieu of naming additional insured, Provider may furnish a “waiver of subrogation” releasing CARTS from any liability for a work-related injury claim filed by an employee or subcontractor of Provider. All policies shall contain a provision that CARTS shall be given thirty (30) days written notice before the cancellation of any policy, and that such insurance is primary and no insurance of CARTS will be called upon to contribute to any loss.

Liability policies may be arranged under individual policies for the full limits required, or by a combination of underlying policies with the balance provided by an umbrella liability policy. All liability insurance shall be written on an occurrence

basis; claims-made basis policies are not acceptable.

CONTRACT PERIOD

The Contract shall be valid for a one (2) year period. The Contract may be renewed for no more than three (3) two (2) year periods under the same terms and conditions. Agreement on each optional period must be in writing by CARTS.

7 PROPOSAL FORMAT INSTRUCTIONS

Minimum Requirements of a Responsive and Qualified Proposal

Proposals which are incomplete and/or which fail to demonstrate adequate qualifications may be deemed non-responsive and will not be considered further.

To be considered responsive and qualified, the proposal must:

- Be received on or before the specified submission deadline; Proposal submittals must be received no later than Friday, September 24, 2021, at 5 pm Alaska time. Your submittal may be delivered in person; sent via courier, or U.S. mail. Proposals are to be submitted to CARTS at the following address:

Mailing Address

Attn: Provider Proposal
CARTS
P.O. Box 993
Soldotna, AK 99669

Physical Address

Attn: Provider Proposal
CARTS
35139 KB Drive
Soldotna, AK 99669

- Include a cover letter that identifies the proposing firm/organization, mailing address, and contact person and telephone number.
- Technical Plan including a description of the organizational structure, company's experience in providing transportation services, available vehicle assets and preventative maintenance program, method to comply with reporting requirements, methods for ensuring quality of service, process for tracking and resolving complaints, company's policies and procedures and references.
- Include a Cost Proposal
- Certify that proposal shall be valid for up to ninety (90) days from the date of submittal;
- Be signed by the individual who is authorized to negotiate and execute a contract on behalf of the proposing firm/organization.

COSTS INCURRED IN RESPONDING

This Request for Proposal does not commit CARTS to pay any costs incurred by an individual firm, partnership, or corporation in the submission of a proposal.

8 OVERVIEW OF RFP PROCESS

EVALUATION OF PROPOSALS

CARTS Selection Committee members will evaluate the proposals on the criteria established in the section below entitled "Evaluation Criteria" in order to assure that proposals are uniformly rated. CARTS Selection Committee will assign points, utilizing the technical evaluation criteria identified herein and complete a technical summary.

SCORING

CARTS intends to award contracts for two (2) years with an option for up to three (3) two-year extensions. Proposals can receive up to 100 total points, 70 for the technical points and 30 for the cost portion as herein prescribed.

The technical proposal of each proposing firm/organization will be evaluated in regard to the following categories and awarded points by each member of the evaluation committee up to the maximum number of 70 points specified for each category:

	Technical	Points
1.	Quality of Proposal	5
2.	Management, Technical Competence and Expertise	15
3.	Operations and Maintenance Capability and Experience	20
4.	Quality of Staffing Plan and Approach	20
5.	Quality and Suitability of Facilities and Equipment	10

Cost will be allocated 30 possible points to be awarded as follows. The lowest cost proposal (i.e., composite rate per trip from the lowest cost proposal) per service type will be awarded 30 points. The cost for each other proposal (i.e., composite rate per trip from each other cost proposal) of the same service type will become the denominator of a fraction, and the cost from the lowest cost proposal shall be the numerator of said fraction. This fraction shall be converted to a decimal fraction that shall be multiplied by 30 to arrive at the cost points to be awarded to the proposal. Each other proposal shall be evaluated in like manner.

By example: if the lowest proposed composite CARTS cost is \$5 per trip, that proposal will receive 30 cost points. If the next lowest proposal is for \$6 per trip, that proposal receives $\frac{5}{6}$ (.833) times 30 for a price score of 25 points, etc.

These earned points will be added to the technical proposal score (maximum 70 points) to obtain a total score for a maximum score of 100 points by service type.

DETERMINATION OF AWARD

The final determination of contract award will be based upon a Selection Committee's objective process as detailed. The aggregate maximum score that a firm can receive for each service proposed is 100 points broken down as follows:

Technical Approach:	maximum 70 points
Price:	maximum 30 points

The technical approach score for any firm shall be based upon the overall approach of that firm's single technical proposal and shall be combined with the price score of service proposed to arrive at a unique total score for each service proposed by said firm.

CARTS reserves the right to negotiate a final price and contract with only those firms who propose the best overall value as determined by CARTS. Those firms may be required to present their proposed service(s) and conduct an oral interview before the established selection committee. Each firm selected for oral interview will be provided a summary review of their proposal, identifying strengths and weaknesses of the proposal. At the time of the oral interview, presenters shall identify how they will address weaknesses to the proposal in addition to any technical presentation.

Contract award may be made without discussion with proposers, simply on the basis of initial proposals. Therefore, proposers are cautioned to present their best effort and most competitive price with their initial submittal.

9 PROTEST PROCEDURES

TYPES OF PROTESTS:

There are two types of protests that may be filed regarding this procurement; pre-proposal protests and post award protests. Pre-proposal protests are protests related to the content of this RFP, overly restrictive specifications, or alleged improprieties in the proposal procedure. Post-award protests are protests objecting to the award of a contract after the competitive solicitation process, including an alleged violation of applicable law and/or San Francisco Paratransit policy or procedure relative to the seeking, evaluating and/or awarding of a procurement contract under this solicitation.

PROTEST REQUIREMENTS:

A protest will not be considered valid unless it is submitted in writing within the time limits specified herein and contains at least the following information:

- Name, Address, Phone number and email address of Protester;
- Clear identification of the solicitation being protested;
- Clear identification of the reason(s) for the protest;
- A statement regarding the relationship of the protester to the procurement sufficient to establish a direct economic interest in the procurement or award (i.e. standing to protest); and,
- A statement of the specific relief being sought.

TIME REQUIREMENTS:

A pre-proposal protest must be filed within seven calendar (7) days after the solicitation documents are first issued. Post-award protests must be filed within ten (10) calendar days of notice of award (measured from the date CARTS e-mails the notice of award to all who submitted proposals). In the event a due date falls on a weekend or national holiday, the period ends at 5:00 PM local time on the next business day.

PROTEST DELIVERY:

Protests shall be delivered to the same office and same person to whom the proposal documents were required to be delivered.

RECEIPT OF PROTEST:

The receipt of a protest will be acknowledged in writing by CARTS to the protester. Notice of receipt of a post-award protest will also be given to the proposer recommended to receive the contract.

INTERVENTION:

An entity may intervene in a protest by written demonstration that the intervener has a direct economic interest in the procurement.

CARTS RESPONSE:

CARTS shall respond to each valid protest with a written response. The response shall be prepared by the Executive Director for CARTS. A protester may appeal the determination to the CARTS Board of Directors by filing a written appeal with the

Executive Director within ten (10) days of the mailing of the response to protester. The Executive Director shall expeditiously refer the appeal to the CARTS Board of Directors.

10 EXHIBITS AND FORMS

EXHIBITS

1. Central Area Rural Transit System, Inc. Prevention of Prohibited Drug Use and Prevention of Alcohol Misuse in Transit Operations – Drug & Alcohol Policy

CERTIFICATIONS, DECLARATIONS AND FORMS

The following must be completed and submitted as a part of the proposal.

1. Proposal Minimum Requirements Checklist
2. FTA Required Contract Provisions

Form 1 CHECKLIST OF PROPOSAL REQUIREMENTS

____ **Cover Letter**

____ **Technical Plan**

____ **Cost Proposal**

____ **Federal Clauses**

____ **Federal Certifications**

Federal Clauses

ACCESS TO RECORDS AND REPORTS

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

AMERICANS WITH DISABILITIES ACT(ADA)

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

BYRD ANTI-LOBBYING AMENDMENT

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

connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Agency.”

CHARTER SERVICE

The contractor agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. part 604, which provides that Recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under: 1. Federal transit laws, specifically 49 U.S.C. § 5323(d); 2. FTA regulations, “Charter Service,” 49 C.F.R. part 604; 3. Any other federal Charter Service regulations; or 4. Federal guidance, except as FTA determines otherwise in writing.

The contractor agrees that if it engages in a pattern of violations of FTA’s Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include: 1. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA; 2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA’s Charter Service regulations; or 3. Any other appropriate remedy that may apply. The contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

CIVIL RIGHTS LAWS AND REGULATIONS

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

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

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

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

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

3 Nondiscrimination on the Basis of Age. The “Age Discrimination Act of 1975,” as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial

Assistance," 45

C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

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

Civil Rights and Equal Opportunity

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

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

2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S.

Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

4.Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

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

Clean Air Act

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

Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal

Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.”

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

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

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a. Applicability: This requirement applies to all FTA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

Compliance with the Contract Work Hours and Safety Standards Act.

(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 forty 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 forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), 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 paragraph (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 forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the 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 and 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 paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

DEBARMENT AND SUSPENSION

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

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) The accompanying certification is a material representation of fact relied upon by the subrecipient. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Agency and subrecipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2

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

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Agency deems appropriate, which may include, but is not limited to:

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

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 C.F.R. § 26.29(a). Finally, for contracts with defined DBE contract goals, each FTA Recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency’s written consent; and that, unless the Agency’s consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

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

DHS SEAL, LOGO, AND FLAGS

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

ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

EQUAL EMPLOYMENT OPPORTUNITY

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading,

demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

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

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

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

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

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

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

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will

be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

FEDERAL CHANGES

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

FLY AMERICA

a) Definitions. As used in this clause—

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

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

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

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

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

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

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

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

Incorporation of Federal Transit Administration (FTA) Terms - The provisions within include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in the current FTA Circular 4220 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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

NOTIFICATION TO FTA

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

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

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

(3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party

Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

PROMPT PAYMENT

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

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

PROCUREMENT OF RECOVERED MATERIALS

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

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

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

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

PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS

The Contractor agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

1. U.S. DOL Certification. Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.
2. Special Warranty. When the Contract involves public transportation operations and is supported with

federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.

1. Special Arrangements. The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C.

§ 5310. FTA reserves the right to 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 make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use

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

Distracted Driving

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

SCHOOL BUS OPERATIONS

The contractor agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(f);
2. FTA regulations, "School Bus Operations," 49 C.F.R. part 605
3. Any other Federal School Bus regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

If Contractor violates this School Bus Agreement, FTA may:

1. Bar the Contractor from receiving Federal assistance for public transportation; or
2. Require the contractor to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities.

The Contractor should include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

Applies to States –

- a. To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:
- (1) The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;
 - (2) The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and
 - (3) The amount of federal assistance FTA has provided for a State Program or Project.
- b. Documents - The State agrees to provide the information required under this provision in the following documents: (1) applications for federal assistance, (2) requests for proposals or solicitations, (3) forms, (4) notifications, (5) press releases, and (6) other publications.

SUBSTANCE ABUSE REQUIREMENTS

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency, or Agency, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with part 655 and to submit the Management Information System (MIS) reports to the Agency.

SIMPLIFIED ACQUISITION THRESHOLD

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

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

TERMINATION

Termination for Convenience (General Provision)

The Agency may terminate this contract, in whole or in part, at any time by written notice to the

Contractor when it is in the Agency's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Agency to be paid the Contractor. If the Contractor has any property in its possession belonging to Agency, the Contractor will account for the same, and dispose of it in the manner Agency directs.

Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Agency that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)

The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Agency shall not limit Agency's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Convenience (Professional or Transit Service Contracts)

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

Termination for Default (Supplies and Service)

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

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

Termination for Default (Transportation Services)

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

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

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

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

Termination for Default (Construction)

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

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

obligations of the parties will be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Architect and Engineering)

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

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

Termination for Convenience or Default (Cost-Type Contracts)

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

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

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

VIOLATION AND BREACH OF CONTRACT

Rights and Remedies of the Agency

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

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

For purposes of this Contract, breach shall include.

Rights and Remedies of Contractor

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

Remedies

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

Disputes

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

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

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

Performance during Dispute

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

Claims for Damages

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

Remedies

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

Rights and Remedies

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

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, or
 6. Disqualified,
 - b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
 1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
 2. Violation of any Federal or State antitrust statute, or,
 3. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,
 - c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,
 - d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
 - e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,
 - f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:

- 1. Equals or exceeds \$25,000,,
- 2. Is for audit services, or,
- 3. Requires the consent of a Federal official, and

g. It will require that each covered lower tier contractor and subcontractor:

- 1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
- 2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
 - a. Debarred from participation in its federally funded Project,
 - b. Suspended from participation in its federally funded Project,
 - c. Proposed for debarment from participation in its federally funded Project,
 - d. Declared ineligible to participate in its federally funded Project,
 - e. Voluntarily excluded from participation in its federally funded Project, or
 - f. Disqualified from participation in its federally funded Project, and
- 3. It will provide a written explanation as indicated on a page attached in FTA’s TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

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

Certification

Contractor: _____
Date _____/_____/_____

Signature of Authorized Official: _____

Name and Title of Contractor's Authorized Official: _____