

Request for Proposal

RFP # 2020-1

For: Microtransit Technology Services

Bay Transit, a Division of Bay Aging
111 Commerce Pkwy
Warsaw, VA 22572

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Section 1- General Information

Background

Bay Aging, doing business as Bay Transit, a Division of Bay Aging, hereinafter referred to as “Bay Transit”, Mountain Empire Older Citizens Inc. (MEOC), and the Virginia Department of Rail and Public Transportation (DRPT) are soliciting proposals for a microtransit software-as-a-solution service for two rural transit routes in Virginia.

Introduction

The Virginia Department of Rail and Public Transportation (DRPT) was awarded a [Federal Transit Administration Mobility Innovation Program discretionary grant](#) for a pilot project focused on testing microtransit as concept for delivering rural transit. DRPT has partnered with two rural transit providers, Bay Transit and MEOC, each of which will be augmenting existing service with microtransit technology. DRPT will be overseeing the federal award and working closely with each transit agency on their implementation. The selected vendor will work with each agency to tailor the microtransit deployment to fit their unique service characteristics and needs. As this is a demonstration project, the selected vendor is expected to collaborate with the partners on all aspects of the project.

Proposal Timeline

Task	Date
Request for proposals issued by Bay Transit	11/17/2020
Vendors’ video conference call hosted by Bay Transit	12/4/2020
Deadlines for receipt of written questions and request for addenda	12/11/2020
Bay Transit responses and addenda issues	12/18/2020
Proposals due	12/31/2020
Contract awarded (anticipated)	1/15/2021

Bay Transit reserves the right to alter dates shown above by written notice

Potential vendors are invited to an informational pre-proposal webinar/teleconference on the date and time specified in the proposal timeline. This will be a virtual meeting. Interested parties desiring to participate in the virtual pre-proposal meeting must contact Bay Transit at mnorvell@bayaging.org by Wednesday, December 2nd at 4:30 PM to request call-in information.

Questions and answers from the pre-proposal meeting/teleconference as well as others received during the open question and answer time will be provided on Bay Transit’s website (www.BayTransit.org). It is the responsibility of the vendor to visit Bay Transit’s website to obtain the question and answer information as well as any other updates posted to the RFP including clarifications and addenda.

Conference call registration and questions pertaining to this RFP, the Specifications, or the Submittal Requirements should be directed to:

Michael B. Norvell
mnorvell@bayaging.org

Section 2- Scope of Work: Virginia Rural Microtransit Deployment

Goals

Bay Transit, MEOC, and DRPT are soliciting proposals from experienced microtransit technology vendors who can help the partners test the viability and scalability of microtransit type service in rural settings.

The collaborators are seeking a microtransit vendor to provide a turnkey Software-as-a-Service solution for deploying microtransit services on two rural transit routes in the Commonwealth of Virginia. The partners are looking to augment existing deviated fixed route and demand responsive service with microtransit technologies. The goal of deploying microtransit is to enhance the rider experience by providing enhanced real-time vehicle routing real-time trip booking via app, website, and call center; and arrival information. The project is being funded in part by a Federal Transit Administration Integrated Mobility Innovation Grant and will require 1-year of initial microtransit service along with all necessary planning and preparation to launch the 1-year of service. If successful, the intent would be to extend service beyond the 1-year demonstration period, if funding is available. Further, there may be opportunities for microtransit deployments in additional locations within the Commonwealth.

The project collaborators have identified the following goals and measures for the 1-year pilot project:

- **Enhance service efficiency**
 - **Measures:** Riders per revenue hour, cost per ride, cost per revenue hour, and cost per revenue mile.
- **Enhance the customer experience**
 - **Measures:** average trip rating, average wait time, travel time, satisfaction survey results, on time performance, and user cost changes
- **Enhance access to service**
 - **Measures:** average daily bookings, average daily rides, no-shows, pick-up and drop-off locations, boarding and alighting's by trip

Qualified Vendors

Technology vendors that meet the following minimum requirements:

- Product maturity: vendor must have a track record of managing real-time and in-advance bookings and dynamic routing.
- Demonstrated technology deployment on existing rural or suburban deviated fixed route or demand responsive service: vendor must have launched on-demand technologies for existing rural or suburban deviated fixed route service, preferably on systems operated by different operators.
- Scalability: vendor must be able to launch technology in multiple locations and have the scalability to add additional routes/agencies in the future.
- Planning: vendor must be able to provide modeling/simulation capabilities to aid in route planning, which will allow project partners to better understand how service parameters may impact service performance.
- Collaboration and Communication: Ability to collaborate and effectively work with multiple partners and think creatively. Ability to work with project partners on messaging and communication to the general public and riders.
- Data Analysis: Ability to provide partners with performance data and work with partners to analyze data.

Project Details

Service Area

This scope covers two separate transit routes managed by two separate small rural transit operators. The routes, which are in different parts of the Commonwealth, have been identified because they represent two common rural service scenarios found throughout rural transit agencies in the Commonwealth. Although the procurement covers both routes, each will be run independently. The general characteristics of the current routes are detailed below. Each agency will be providing vehicle(s), drivers, and dispatch personnel. Note: fare structures and fare collection procedures will remain the same. It is expected that the microtransit deployment will operate in concert with the existing services in both locations. As this is a demonstration of the feasibility of rural microtransit, the team will be looking for a vendor who can help further define the service areas through microtransit simulation/modeling.

Bay Transit

Location: Gloucester County Virginia

Existing Service Characteristics: The hiveXpress operates as an hourly deviated fixed route running along US17 from Gloucester Courthouse to Gloucester Point. Service hours are 8:00am - 4:00pm on weekdays only.

Deviation Policy: deviate up to $\frac{3}{4}$ mile off the fixed route

Route Length: 11 miles (one way)

Cellular coverage: 100% of route covered with 4G

Current in-vehicle technology: Route match Fixed Route Module with Tablets

Current vehicle Fleet used on route: 2015 Ford Body on-chassis, 20-passenger bus

Existing Ridership (average weekday, pre-COVID): 12.6/day

Fare Structure: Typically, \$0.50 per boarding. Fare collection has been suspended until further notice.

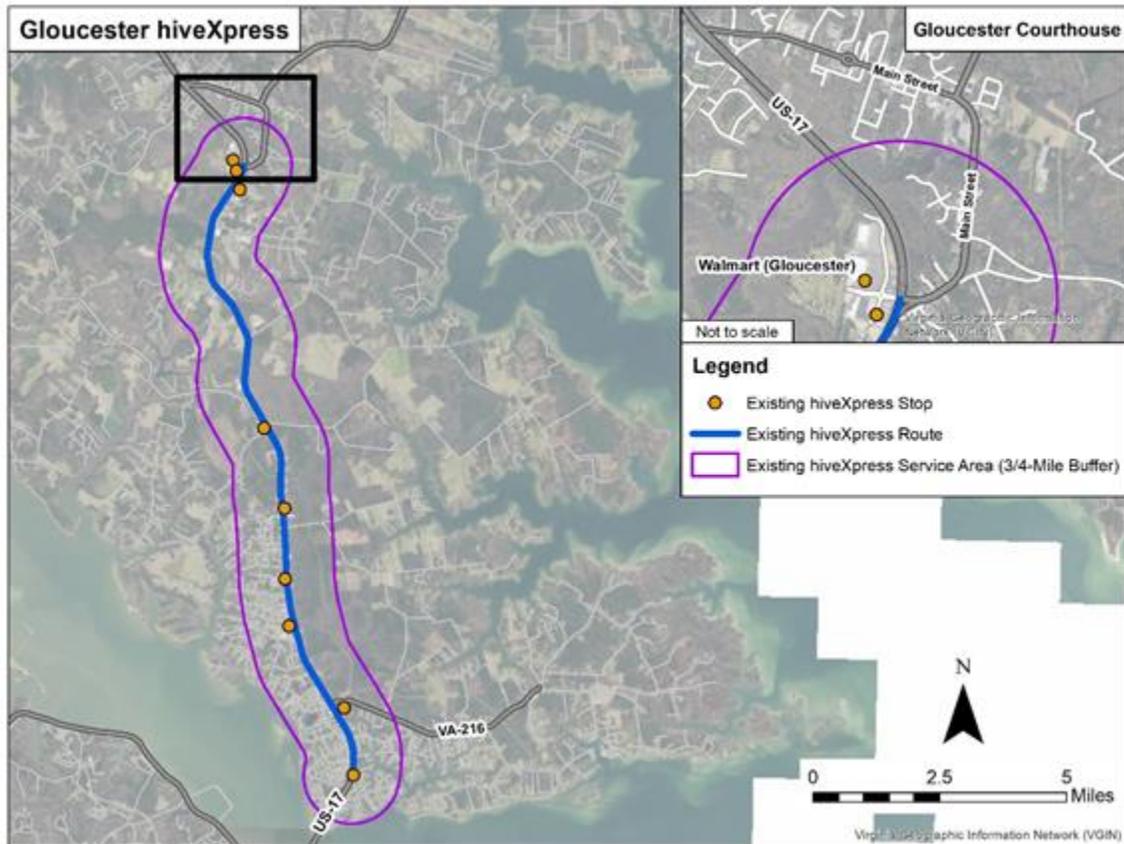


Figure X. Bay Transit hiveXpress route and deviation area

MEOC

Location: Town of Wise and UVA at Wise Campus

Existing Service Characteristics: The Cavalier Connection operates as deviated fixed route service encompassing approximately 15 miles between the UVA at Wise Campus, Town Wise and retail in the neighboring City of Norton. The on-campus route operates in a continuous loop from 7:00am to 6:00pm and the off campus portion operates 11:00am and 6:00pm

Deviation Policy: Pickups from within the Town of Wise and the Campus. Will make round trips to retail/destination locations outside the town/campus boundary as long as the trip originates from a location within the town/campus.

Route Length: 15 miles (one way)

Cellular coverage: Yes

Current in-vehicle technology: ParaPlan with iPads in the vehicles

Current vehicle used on route: 2017 & 2019 Ford high top 9 passenger vans

Existing Ridership (average weekday, pre COVID): 10/day

Fare Structure: Typically, \$0.75 per boarding. Fare collection has been suspended at least until the end of the calendar year (12/31/2020).

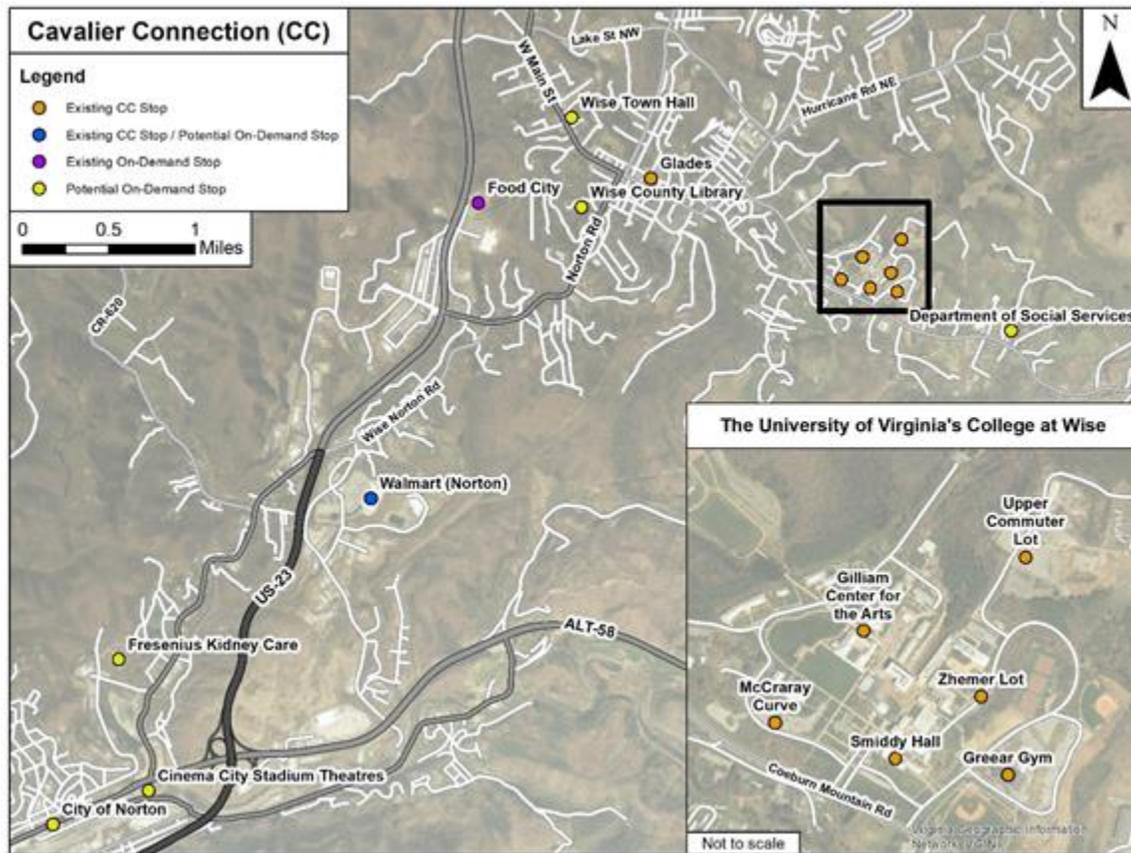


Figure X. MEOC Cavalier Connection

Project Duration

Project includes 1-year of initial service. Pre-planning and post-service wrap-up will be in addition to the year of actual service. Options to renew for three further 1-year extensions based on success of the initial year of service and available funding resources will be available. Target start date for service launch is July 1, 2021.

Partnership Structure

Bay Transit and MEOC will provide up to three vehicles per operator (a total of six) to be equipped with the vendor's necessary technology) and vehicle operators. The selected vendor will provide the microtransit algorithm, customer facing smartphone application (iOS and Android), driver facing application, dispatch portal/application and hardware (if compatibility issues arise with existing in-vehicle technology). The vendor will also provide transit agency staff with training and customer support on the operation of the microtransit technology platforms. As this is a demonstration project the vendor will also be expected to participate in monthly working group sessions and bi-weekly calls with Bay Transit, MEOC and DRPT. It is expected that due to the impacts of COVID-19, meetings will be virtual. The vendor will also be expected to engage in sharing information relevant to developing a written case study report and providing information that can be used to refine future rural microtransit concepts.

Software-as-a-Service Solution and Desired Features

Route Planning and Simulation

Describe, **specifically**, how you can collaborate on:

1. Planning: Describe capabilities for assisting with service planning. This will include the ability to work closely with a small group of stakeholders and the ability to think creatively to provide new solutions for rural transit delivery.

Required elements:

- Participate in monthly meetings with core stakeholders
- Share ideas and provide technical expertise
- Provide case studies and examples of successful similar services

2. Simulation and modeling of microtransit services to establish service characteristics and design

Required elements:

- Develop a number of relevant "what-if" scenarios such as how to create incentives (e.g. fare structures, free transfers, frequent rider discounts, etc.) that stimulate participation in the pilot.
- Provide graphical representations of simulations

System Management

Describe, **specifically**, how the overall system capabilities address the following items:

1. System setup: Describe the process of creating a service area addressing the criteria below (please describe any additional features related to system setup not listed here):

Required Features:

- Graphical user interface to create service area(s) including ability to exclude areas from geofenced region
- Sandbox or simulation tool, inaccessible to the public to test and train users
- Ability to assign and remove vehicles to/from the service
- Ability to assign vehicles to multiple regions

2. Daily management: Describe the process of day-to-day management of the vendor's system (please describe any additional features related to system setup not listed here):

Required Features:

- Ability to add and remove vehicles on demand
- Ability to adjust different service times for different service areas
- Secure authorization for various levels of the daily management team
- Field supervision interface to monitor and make changes to vehicles currently in operation

Desired features:

- Manual control or override to shift rides from one vehicle to another
- Ability to playback trips for any vehicle up to 30 days
- Heat maps of pickups and drop offs to pre-position vehicles

3. Algorithm Customization: Describe how the Agency can customize the algorithm based on the criteria below and any other criteria allowed by vendor's solution.

Required customization criteria:

- Travel Time
- Wait Time
- Number of vehicles and optimization of vehicle miles traveled
- Service Area
- Ability to customize algorithm by time of day and geofenced location

4. Data and Reporting: Describe the data collection and reporting features for the vendor's solution. Please describe any additional features related to data and reporting not listed here:

Required Performance Indicators:

- Capture National Transit Database (NTD) data and provide required reports for DRPT
- Total Passenger Trips
- Average Passengers per Revenue Hour
- Average Daily Ridership
- Average Trip Length
- On-time Performance
- Average customer wait time
- Same day and late cancellations
- Number of no-shows
- System down time reporting

Desired Reports:

- Trip/Driver Feedback
- Heat maps of pickups/drop-offs and staging
- App usage statistics including but not limited to (opens/closes, usage)
- Ability to download all raw data
- Creation of 3 to 4 custom reports

5. Communications with Riders: Describe the communications features for the vendor's solution. Please describe any additional features related to communications not listed here:

Required Communication features:

- Interface for Agency to communicate directly with passengers based on location, origin, destination, disruption, etc.
- Automated messages that provide information to riders for any reason such as cancellations due to vehicle capacity
- Ability to distribute promotion codes
- Custom and canned push notifications
- Ability for Agency to create targeted marketing campaigns to riders of the system
- Ability to alert no-shows before marking them as a no-show

Rider Interaction

Describe how riders will interact with the microtransit service using the vendor's solution specifically addressing the key features below:

1. Discovering, Registering and Onboarding – Describe how riders will locate the interface and create an account and sign on. Please describe any additional features related to the vendor's solution for riders not listed here:

Required features include:

- Application that at a minimum can include transit service logo customization
- Free app located on Android and Apple App store
- Authentication using “Sign on with Apple”, “Sign on with Google” and other platforms
- Ability to book trips without an app via a website and call center

2. Booking, and riding: Describe how riders identify where the vehicles are, and how they book, are informed about, and give feedback on their rides. Please describe any additional features related to vendor’s solution for booking, and riding not listed here:

Required features include:

- Display map with active vehicles upon login
- Book a ride through the agency-branded vendor’s app or through the agency call center with Agency able to easily utilize existing customer account information
- Ability to book in advance and for multiple days and toggle the feature on/off
- Ability to book trips on demand
- Provide ETA prior to confirming a trip
- Ability to include key information on rider profile such as wheelchair or bike rack needs
- Ability to show actual ETA for drop-off and vehicle location based on traffic and other real-time conditions
- Include links back to Agency websites to provide riders with information

Desired features include:

- Ability for agency to provide either pooling/shared stops or door to door stops including walking directions for riders in the event of pooled stops
- Show vehicles in real-time moving on the map
- Ability to indicate the trip type (i.e. medical or shopping). It would be helpful if the person booking a trip could provide information about their flexibility (i.e. having a medical appointment at 10:00am).
- Ability to ping a rider before they are marked as a no-show

3. The fare payment method and structure that will generate optimal participation. However, there may be interest in adding fare payment to the deployment in the future.

4. Customer service: Describe how riders can provide feedback and receive customer service and technical support. Please describe any additional features related to the vendor’s solution for customer service not listed here:

Required features include:

- Links to vendor’s customer service for technical support (app issues, login issues, etc.)
- Links to Agency for trip issues (delays, events, lost and found, etc.)

- Display information on ride history, payment, and other key data points
- External links to Agency-provided websites

Desired features include:

- Provide feedback on trip, on-time performance, and driver

5. Social/sharing: Describe the social and sharing features of the vendor’s solution. Please describe any additional features related to vendor’s solution for social and sharing not listed here.

Desired features include:

- Toggling on/off the ability to share the app with new riders to get rewards
- Toggling on/off the ability to share ride with social media or send ETA to a contact

Driver Interface

Describe the vendor’s solution for the driver interface. Please describe any additional features related to vendor’s solution for the driver interface not listed here:

Required features include:

- Simple sign on/off
- Mid-trip relief sign on/off
- Provide continuously updated, turn-by-turn directions
- Confirm a pre-booked passenger
- Provide guidance on where to stop
- Identify the rider as the account holder and person who booked the trip
- Confirm that the rider has been picked up
- Provide a “can’t see rider/no show” option
- Provide guidance to customer that vehicle is on location with customizable (only by central management) timing window before vehicle departs
- Prevent distracted driving
- Provide driver activity metrics (in service, travel, wait times, etc.)
- Provide and receive canned messages from dispatch
- React to service anomalies such as a route deviation, unexpected traffic, vehicle breakdowns, and accidents
- Incorporate predictive logic to identify and address potential problems before they occur
- Group notifications in the event of multiple pickups/drop offs
- Provide “e-manifest” including next trip or next several trips
- Report issues with ride or client to dispatch
- Ability for dispatch or driver to pause service
- Driver app available in both Google Play and Apple App stores

- Ability to operate/handle areas where cell coverage might be limited

Deployment and Training

Describe how the vendor will support the training, marketing and deployment of the solution.

- Describe a success plan, including the frequency of phone calls and in-person visits with the Agency and other key stakeholders.
- Describe the support vendor will be providing to the Agency in the development and implementation of marketing campaigns to attract riders and grow program participation.
- Please describe the initial and ongoing driver training and education program.

Post-Launch Support

Describe the level and types of support available post-launch to ensure the system remains functional.

- Vendor shall provide options for ongoing technical support for the duration of the project, which will be a period of one year with the option for up to three additional one-year terms based on funding and the success of the pilot.
- Vendor should indicate the level of technical support and ongoing monitoring that will be provided in order to ensure the system is functioning properly.
- Describe how software upgrades are provided and the frequency with which they will be provided.
 - Provide a typical software maintenance schedule for in-vehicle applications
 - Describe how updates are pushed out to users/devices
- The Agency should be provided the latest, stable builds as soon as they are available.
- Technical support could include but is not limited to:
 - Phone and email responses to software failures or questions within 2 business hours.
 - Assistance with questions on use of approved software configuration and software version.
 - Availability of experts to confer on software installation and fixes to bugs.

Post-Deployment

As this is a demonstration of service feasibility, there will be some post-deployment items in which the vendor will be expected to participate. Describe the vendor's approach to accomplishing the following tasks:

- Providing information and resources for a final report/ lessons learned document to the Federal Transit Administration
- Participation in up to three post-deployment webinars and information-sharing sessions.

Section 3- Proposal Requirements

3.1 Proposals

Vendors must provide one digital copy of their response by the submittal deadline. Submittals can be emailed to the listed contact or provided through a physical submission of a flash drive that includes the digital file. Vendor must obtain confirmation of receipt from the Bay Transit contact in order to consider the response submitted.

Proposals should be prepared simply and economically and avoid the use of elaborate promotional materials beyond those necessary to provide a complete, accurate, and reliable presentation. The response to this RFP must be made in accordance with the format set forth in this section. Failure to adhere to the following format may be cause for Bay Transit to reject the proposal as non-responsive.

Marketing collateral may be submitted to supplement vendor's written response if it assists in demonstrating the functionality of the software.

Proposals shall be organized in the following format:

1. Cover Letter:

- a. Identify the prime Contractor and describe any subcontract arrangements
- b. Identify the person who is authorized to negotiate for the team
- c. Identify the Project Manager who will be the primary point of contact for administering the Scope of Services
- d. Indicate that the Proposal represents a firm binding offer for 120 days
- e. Acknowledge receipt of all addenda by addendum number using the "Addenda Acknowledgement Form" found in Appendix F in the RFP
- f. Indicate if vendor, and/or any of its owners and/or officers, has filed (voluntarily or involuntarily) bankruptcy within the last seven years. Vendor must provide detailed information concerning such bankruptcy. Vendor must also provide detailed information on any failures to complete awarded contracts and any contract defaults or terminations.

2. Relevant Experience:

Describe your firm's experience as it relates to this Contract. Experience should reflect vendor's knowledge of on-demand mobility software, public transportation, industry best practices and an ability to provide a high level of customer service.

3. References:

Describe your firm's experience as it relates to this Contract. Experience should reflect vendor's knowledge of on-demand mobility software, public transportation, industry best practices and an ability to provide a high level of customer service.

- a. Name and address of client

- b. Description and terms of services provided
- c. Name of the individual responsible for administering and monitoring the contract for the client organization, and an email address and telephone number where that person can be reached.

4. Scope of Work:

- a. Response shall demonstrate the proposed software can meet the requirements outlined in this RFP. Response shall specifically address if vendor's software can meet the minimum requirements and/or if vendor is planning to make planned updates or custom changes to an existing software product to meet the requirements.
- b. Points will not be awarded to optional features unless the primary requirements can be fulfilled
- c. If updates or custom development is needed, vendor shall specify the level of effort anticipated to meet the requirements and associated timeline to complete this development work. Vendor shall detail assumptions for developing the configuration that includes time the vendor will need to build baseline schedules and system, along with the time commitment needed from the partnership staff to support this process. Response can include screenshots or other visual examples of the software user interface if it helps to demonstrate software capabilities. Note: The partners may request full functionality through a demonstration as part of the oral interviews, if deemed necessary. Staff may also request a demo account as part of the evaluation.
- d. Response shall identify the training schedule for staff, including duration and number of staff. Response shall specify how future training will be performed for users who do not participate in initial training.
- e. Response shall identify the total number of users, the number of concurrent users available to access the system, the number of driver accounts, and the number of vehicles assumed.
- f. Response shall identify acceptable system down time and how customer support is administered.
- g. Response shall specify how the vendor will provide the client with changes to the software (updates, fixes, enhancements). The response shall address whether the vendor will provide new feature development outside the current requested scope as part of the fees or if these features will be priced separately and offered as separate add-on options.
- h. Response shall specify assumptions for computer or server hardware and any external software needed to support operation of the proposed software product. Vendor should identify if these are provided as part of the proposal or if it is assumed the partnership will provide these supportive components. If the vendor provides them, the vendor should include costs for these components in the price proposal.
- i. Response shall indicate how access to the requested data and reports would be obtained. Response shall provide examples of sample standard reports generated by the software as requested in the Scope of Services.

5. Timeline:

Vendor shall identify an overall implementation schedule that assumes an award date of January 15, 2021. This schedule must include network setup time, staff training, and any

other mobilization tasks beginning after the contract award date. The term of the contract(s) is expected to be two years.

6. **Price Proposal:** Vendor must provide a detailed price proposal showing all associated costs of the software for the duration of the contract and the billing schedule (monthly/annual/one-time).
 - a. Price proposal should state start-up costs and any assumptions for costs based on vehicles, geographies, users, trips etc. If pricing is tied to a specific quantity or range, proposal must describe how changes to these assumptions would impact pricing.
 - b. Pricing should be offered for a minimum of two years including one year of service plus one year of pre-deployment activities (2 years total). Pricing beyond the first two years period should also be provided if capable.
 - c. Pricing should include all annual fees for licensing and technical support, and any additional software or hardware components required to operate or support the operation of the software. Any and all hourly rates should be stated.
 - d. Pricing should include any initial training and future training needed for new staff.
 - e. Pricing should include costs associated with training and development above minimum requirements as outlined in this section. Any supplies, equipment, transportation, or other elements necessary to complete work and not addressed elsewhere in the Proposal, but that are not being provided by vendor, must be explicitly specified. If cost estimates are available for these items, they should be included. The sources and dates of estimates should also be provided.

7. **License Agreement:** Vendor must provide a copy of their software license agreement.

3.2 Questions

Questions must be submitted via email to Michael B. Norvell at mnorvell@bayaging.org.

3.3 Proposal Submission Procedures

The proposal will be submitted in accordance with the following requirements:

- The proposal will be transmitted with a cover letter as described above.
- A digital copy of the proposal will be emailed to mnorvell@bayaging.org
- OR, a printed copy of the proposal may be mailed to:
Bay Transit, 111 Commerce Parkway, Warsaw, VA 22572
Attention: Michael B. Norvell

- The proposal will be dispatched in order to be received at the above address no later than the time specified in the proposal timeline. Vendor must receive confirmation of receipt from Bay Transit prior to the deadline for the submittal.

3.4 Proposal Evaluation and Award Procedures

The collaborators will evaluate all written responses that fulfill the requirements of the RFP. Bay Transit may request that vendors provide a demonstration of the software and/or provide Bay Transit staff an account that enables staff to test the functionality of the software. This is a most cost-effective procurement, and Bay Transit reserves the right to award to a proposing firm other than that of the lowest priced proposal. Evaluation of proposals will be based on the criteria shown in the table below:

Criteria	Detail	Points
References and experience with similar rural agencies	Vendor’s recent, relevant experience working with rural transit agencies	3
Technology functionality and approach	Functionality of the vendor’s solution in relation to features identified in the scope of work	30
Qualifications and experience	Vendors experience deploying microtransit solutions for similar types and project needs	15
Training	Vendor’s training plan	15
Deployment and support	Vendor’s deployment plan and support plan	15
Pricing	Bay Transit intends to procure the highest quality product possible for the best value possible	20
DBE/SWAM	Use of DBE/SWAM consultants or sub-consultants registered in Virginia	2
TOTAL		100

3.5 Award to Multiple Offers

Selection shall be made of two or more Vendors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the Vendors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each selected Vendor, Bay Transit shall select the Vendor which, in its opinion, has made the best proposal, and shall award the contract to that Vendor. Bay Transit reserves the right to make multiple awards as a result of this solicitation. Bay Transit may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (Code of Virginia, § 2.2-4359D). Should Bay Transit determine in writing and in its sole discretion that only one Vendor is fully qualified, or that one Vendor is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Vendor. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Contractor’s proposal as negotiated.

3.6 GENERAL TERMS AND CONDITIONS

1. ACCEPTANCE OF GOODS/SERVICES: Goods/services delivered shall remain the property of the Contractor until a physical inspection or actual usage of the goods/services is made and thereafter accepted to the satisfaction of the Bay Transit. The goods/services must comply with the specifications and terms and conditions of the Request and be of the highest quality. In the event the goods/services supplied to the Bay Transit are found to be defective or not to conform to specifications, the Bay Transit reserves the right to cancel the contract upon written notice to the Contractor and return products to Contractor at the Contractor's expense.
2. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, Bay Transit will publicly post such notice on Bay Transit's website www.baytransit.org for a minimum of 10 days.
3. ANTI-DISCRIMINATION: By submitting their proposals, Vendors certify to Bay Transit that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in A and B below apply:

- A. During the performance of this contract, the Contractor agrees as follows:
 - i. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- ii. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - iii. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 - B. The Contractor will include the provisions of (A) above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- 5. APPLICABLE LAWS AND COURTS: This solicitation is governed by the laws of the Commonwealth of Virginia. Any dispute or controversy arising out of or relating to this solicitation or otherwise shall be brought in Richmond County Circuit Court or in the United States District Court for the Eastern District of Virginia, Richmond Division; provided, however, that prior to the instigation of any such action (other than an action for equitable relief) a meeting shall be held at a mutually agreed upon location, attended by individuals with decision-making authority to attempt in good faith to negotiate a resolution of the dispute.
- 6. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the Contractor in whole or in part without the written consent of Bay Transit.
- 7. AUDIT: The Contractor shall retain all books, records and other documents relative to this contract for five (5) years after final payment, or until audited by Bay Transit, whichever is sooner. Bay Transit or its authorized representative shall have full access to and the right to examine any of said materials during said period. The Contractor shall include the provisions above in every subcontract or purchase order, so that the provisions will be binding upon each subcontractor or vendor.
- 8. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the Bay Transit shall be bound hereunder only to the extent of lawfully appropriated funds.
- 9. BID PRICE CURRENCY: Unless stated otherwise in this solicitation, Vendors shall state offer prices in US dollars.
- 10. BIDDER, VENDOR AND CONTRACTOR COMPLIANCE: All Bidders, Vendors and Contractors shall comply with the *Virginia Public Procurement Act, (Code of Virginia § 2.2-4300, et seq.)*, and all applicable Bay Transit policies, regulations and procedures adopted pursuant thereto.
- 11. CONTRACT CHANGES: Any changes to the contract must be approved through issuance of a written contract addendum or change order. Bay Transit will not assume responsibility

for the cost of any changes made without issuance of a written contract addendum or change order.

12. CONTRACTOR'S PERFORMANCE:

- A. The Contractor agrees and covenants that its agents and employees shall comply with all Bay Transit, State and Federal laws, rules and regulations applicable to the business to be conducted under the Contract.
- B. The Contractor shall ensure that its employees shall observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds.
- C. The Contractor shall cooperate with Bay Transit officials in performing the Contract work so that interference with normal operations will be held to a minimum.

13. CONTRACTUAL CLAIMS: Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Any notice or claim shall be delivered to: Bay Transit, 111 Commerce Parkway, Warsaw, VA 22572 and shall include a description of the factual basis for the claim and a statement of the amounts claimed or other relief requested. The Bay Transit Director will render a decision on the claim and will notify the Contractor within 30 days of receipt of the claim. The Contractor may appeal the decision of the Transit Director to the Bay Aging Board of Directors by providing written notice to the Bay Aging President, within 15 days of the date of the decision. The Board of Directors shall render a decision on the claim within 60 days of the date of receipt of the appeal notice and such decision shall be final unless the Contractor appeals the decision in accordance with the Virginia Public Procurement Act. Invoices for all services or goods provided by the Contractor shall be delivered to Bay Transit no later than 30 days following the conclusion of the work or delivery of the goods.

13. DEBARMENT STATUS: By submitting their proposals, Vendors certify that they are not currently debarred by Bay Transit from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

14. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, Bay Transit, after due written notice as required by the NOTIFICATION clause, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Bay Transit may have.

15. DEFINITION OF BAY TRANSIT: Bay Aging, doing business as Bay Transit, a Division of Bay Aging, is referred to as "Bay Transit" throughout this Request for Proposals. Any

contract issued as a result of this solicitation shall be available for the use of any or all of these entities unless otherwise stated in the solicitation.

16. **DRUG-FREE WORKPLACE**: During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

17. **ETHICS IN PUBLIC CONTRACTING**: By submitting their proposals, Vendors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Vendor, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

18. **FINANCIAL STATEMENTS**: All Vendors, by submission of a response to this solicitation, agree to provide the Bay Transit, within 10 calendar days of the Bay Transit's request, a copy of its most recent audited financial statement(s), and those of any of its parent companies and/or subsidiaries having material influence on the goods/services provided, or to be provided, under the resultant contract with the Bay Transit. The financial statement(s) shall be accompanied by a letter signed by, as applicable to the type of business, a corporate officer, partner, or owner, stating that the accompanying financial statement(s) is/are complete and is/are the most recent audited financial statement(s) available. The financial statement(s) shall be provided at no charge to Bay Transit, and Bay Transit shall be under no obligation to return the financial statement(s). The Contractor chosen as a result of this solicitation shall include this same provision in the contracts of all subcontractors and any other entity providing goods or services related to the Bay Transit contract, so as to guarantee Bay Transit's rights to obtain financial statements. Should the Contractor fail to ensure Bay Transit's rights under this section, the Contractor shall be liable to Bay Transit for all reasonable costs and expenses that Bay Transit may incur in obtaining financial statements which would have otherwise been available under the

provisions of this section.

19. IMMIGRATION REFORM AND CONTROL ACT OF 1986: The Contractor certifies that they do not, and shall not during the performance of the contract, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.
20. INDEMNIFICATION: Contractor agrees to indemnify Bay Transit, its officers, agents, and employees for any loss, liability, cost (including attorney's fees), or reasonable settlement cost incurred as a result of any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of Bay Transit or to failure of Bay Transit to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered. Bay Transit will not agree to indemnify the Contractor.
21. INDEPENDENT CONTRACTOR: The Contractor is an independent Contractor and nothing contained in the contract shall constitute or designate the Contractor or any of its agents or employees as employees of Bay Transit.
22. LICENSES AND PERMITS: The Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the Contractor's work which are legally required prior to and during the work, including software licenses or other intellectual property permissions, unless otherwise specified by Bay Transit.
23. MODIFICATIONS OF AND/OR ADDITIONS TO THE GENERAL TERMS AND CONDITIONS: Modification of, or additions to, the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, Bay Transit reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
24. NOTIFICATION: Any notice required by the contract shall be effective if given by registered mail, return receipt requested, to the Contractor in the name and at the address given in their proposal; provided that change of address shall be effective if given in accordance with this paragraph. Unless otherwise specified, any notice to Bay Transit shall be given to: Bay Transit, 111 Commerce Parkway, Warsaw, VA 22572. The Contractor agrees to notify Bay Transit immediately of any change of legal status or of address.
25. PAYMENT:
 - A. To Prime Contractor:
 1. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase

order/contract. All invoices shall show the contract number and/or purchase order number; social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

2. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
3. In those cases where payment is made by mail, the date of postmark shall be deemed to be the date payment is made (*Code of Virginia, § 2.2-4353*).
4. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, Bay Transit shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve Bay Transit of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia, § 2.2-4363*).

B. To Subcontractors:

1. A Contractor awarded a contract under this solicitation is hereby obligated:
 - a. To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from Bay Transit for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - b. To notify Bay Transit and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.
2. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent (1%) per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from Bay Transit, except for amounts withheld as stated in (b) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These

provisions apply to each sub-tier Contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of Bay Transit.

C. Bay Transit encourages Contractors to accept electronic and credit card payments.

26. PRECEDENCE OF TERMS: The following General Terms and Conditions; ANTI-DISCRIMINATION, APPLICABLE LAWS AND COURTS, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, MANDATORY USE OF BAY TRANSIT TERMS AND CONDITIONS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

27. QUALIFICATIONS OF VENDORS: Bay Transit may make such reasonable investigations as deemed proper and necessary to determine the ability of the Vendor to perform the services/furnish the goods and the Vendor shall furnish to Bay Transit all such information and data for this purpose as may be requested. Bay Transit reserves the right to inspect Vendor's physical facilities prior to award to satisfy questions regarding the Vendor's capabilities. Bay Transit further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Vendor fails to satisfy Bay Transit that such Vendor is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

28. ROYALTY AND LICENSE FEES AND COPYRIGHT, TRADEMARK AND PATENT PROTECTION:

A. By submitting their proposal, Vendors certify that there will be no violation of copyrights or patent rights in manufacturing, producing, or selling the commodities or services to be ordered as a result of this solicitation.

B. Unless specified otherwise in the contract, the Contractor shall pay all royalty and license fees relating to the items covered by the contract.

C. In the event any third party shall claim that the manufacture, use and sales of these goods offered hereby constitutes an infringement of any copyright, trademark, or patent, the Contractor shall indemnify and hold harmless Bay Transit from any cost, expense, damage or loss incurred in any manner by Bay Transit on account of such alleged infringement.

29. SEVERABILITY: Each paragraph and provision of the resultant contract will be severable from the entire agreement and if any provision is declared invalid, the remaining provisions shall remain in effect.

30. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER: In accordance with *Code of Virginia* § 2.2-4311.2 subsection B, a Vendor organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its proposal the identification number issued to it by the State Corporation Commission (SCC). Any Vendor that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its proposal a statement describing why the Vendor is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and Bay Transit's use and acceptance of such form, or its acceptance of Contractor's statement describing why the Vendor was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.
31. TAXES: Bay Transit, a 501(C) 3 non-profit organization, is exempt from Federal Excise and State Sales and Use Tax on all tangible personal property purchased or leased by it for its use or consumption. The Contractor shall pay all Bay Transit, City, State and Federal taxes required by law enacted at the time proposals are received and resulting from the work or traceable thereto, under whatever name levied. Said taxes shall not be added to the contract price between Bay Transit and the Contractor, as the taxes shall be an obligation of the Contractor and not of Bay Transit, and Bay Transit shall be held harmless for same by the Contractor. Exemption certification will be supplied upon request.
32. TERMINATION FOR CONVENIENCE: Unless otherwise stated, any resultant contract may be terminated, in whole or in part, whenever Bay Transit determines that such a termination is in its best interests. Any such termination shall become effective on the date stated in a written notice of termination to the Contractor sent at least five days prior to the stated termination date. The notice of termination shall state the extent to which performance shall be terminated. The Contractor shall be paid for all goods delivered or services successfully completed prior to the termination date.
33. TESTING AND INSPECTION: Bay Transit reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

3.7 SPECIAL TERMS AND CONDITIONS

13. CANCELLATION OF CONTRACT: Bay Transit reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than

12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

14. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The Contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and Bay Transit's written consent and only in accordance with federal law or the *Code of Virginia*. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify Bay Transit of any breach or suspected breach in the security of such information. Contractors shall allow Bay Transit to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

15. CONTINUITY OF SERVICES:

A. The Contractor recognizes that the services under this contract are vital to Bay Transit and must be continued without interruption and that, upon contract expiration, a successor, either Bay Transit or another Contractor, may continue them. The Contractor agrees:

1. To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
2. To make all Bay Transit owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
3. That Bay Transit shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.

B. The Contractor shall, upon written notice from Bay Transit, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to Bay Transit's approval.

C. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-

in/phase-out work fees must be approved by Bay Transit in writing prior to commencement of said work.

16. IDENTIFICATION OF PROPOSAL ENVELOPE(Only if submitted via US Mail): The signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: _____

Name of Bidder	Due Date	Time
_____		RFP 2020-01
Street or Box Number		

City, State & Zip Code		

The envelope should be addressed as directed on Page 1 of the solicitation.

The Vendor takes the risk that the envelope may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

17. INSURANCE REQUIREMENTS:

- A. The Contractor shall be required to maintain in force such insurance, in amounts and types acceptable to Bay Transit, as will protect itself and Bay Transit from claims which may arise out of or result from the execution of the work, whether such execution be by itself, its employees, agents, subcontractors or by anyone for whose acts any of them may be liable. All insurance shall be provided by companies allowed to conduct business in the Commonwealth. Insurers shall have a Best's financial strength rating of "A-" or better, and a Best's financial size category of Class VII, or better, in the latest evaluation of A. M. Best Company, or as otherwise approved by Bay Transit. Bay Transit, a Division of Bay Aging, and Mountain Empire Older Citizens, Inc. (MEOC) and their officers, consultants, agents and employees shall be named as additional insured on the Contractor's Commercial General Liability and Umbrella Liability insurance for premises, ongoing operations and products and completed operations on a primary and non-contributory basis. Original certificates of insurance signed and provided by authorized representatives of the insurers or, at Bay Transit's request, certified copies of insurance policies, evidencing that the required insurance is in effect, shall be provided to Purchasing prior to award of the contract, and within seven (7) days of any written request for a certificate, and for five (5) years after Final Payment for the Work with respect to products and completed operations liability.

- B. The Contractor shall not start work under this contract until the Contractor has obtained at his own expense all of the insurance called for hereunder and such insurance has been approved by Bay Transit; nor shall the Contractor allow any subcontractor to start work on any subcontract until all insurance required of the subcontractor has been so obtained and approved by the Contractor. Approval of insurance required of the Contractor for Bay Transit will be granted only after submission to the Bay Transit Purchasing Office of original, signed certificates of insurance or, alternately, at Bay Transit's request, certified copies of the required insurance policies.
- C. All insurance policies required hereunder shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation or non-renewal until thirty (30) days prior written notice has been given to the Purchasing Office."
- D. The certificate holder should be listed as: Bay Aging and Mountain Empire Older Citizens, Inc.
- E. Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and Bay Transit. The Contractor shall be as fully responsible to Bay Transit for the acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it. Bay Transit will consider deductible amounts as part of its review of the financial stability of the Contractor. Any deductibles shall be disclosed by the Contractor, and all deductibles will be assumed by the Contractor.

Coverage(s) Required	Required Limit	Description
Business Automobile Liability	\$1,000,000.00	- Combined Single Limit per Occurrence
Commercial General Liability	\$1,000,000.00 \$2,000,000.00 \$2,000,000.00	- Combined Single Limit per Occurrence - General Aggregate Limit per Project - Products and Completed Operations Aggregate
Personal and Advertising Injury Liability	\$1,000,000.00	- Each Offense per Person or Organization
Umbrella Excess Liability	\$1,000,000.00	- Per Occurrence and Aggregate as Applicable
Worker's Compensation & Employer's Liability	\$ 500,000.00 \$ 500,000.00 \$ 500,000.00	- Per Accident - Disease per Employee - Policy Limit Disease

18. OPTIONAL PRE-PROPOSAL VIDEO CONFERENCE CALL: An optional pre-proposal video conference call will be held at 1:00 PM ET on Friday, December 4th, 2020. Call in instructions will be posted on the Bay Transit website at www.BayTransit.org. The purpose of this conference call is to allow potential Vendors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.
19. While attendance at this conference call will not be a prerequisite to submitting a proposal, Vendors who intend to submit a proposal are encouraged to attend. Have a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.
20. QUANTITIES: Quantities set forth in this solicitation are estimates only, and the Contractor shall supply at bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown
21. RENEWAL OF CONTRACT: This contract may be renewed by Bay Transit for (one year)/ (two successive one year periods) under the terms and conditions of the original contract except as stated in A and B below. Price increases may be negotiated only at the time of renewal. Written notice of Bay Transit's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
- A. If Bay Transit elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the United States Bureau of Labor Statistics, Table 4, Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average for the latest twelve months for which statistics are available (<http://data.bls.gov/cgi-bin/print.pl/news.release/cpi.t04.htm>).
- B. If during any subsequent renewal periods, Bay Transit elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the United States Bureau of Labor Statistics, Table 4, Consumer Price Index for All Urban Consumers (CPI-U). U.S. City Average for the latest twelve months for which statistics are available.
22. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of Bay Transit. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish Bay Transit the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

ATTACHMENT A

VENDOR DATA SHEET

Note: The following information is required as part of your response to this solicitation.

1. Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

2. Vendor's Primary Contact:

Name: _____ Phone: _____

Title: _____ Email: _____

3. Years in Business: Indicate the length of time you have been in business providing this type of good or service:

_____ Years _____ Months

4. Vendor Information: eVA Vendor ID: _____

5. Indicate below a listing of at least three (3) recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods/services. Include the length of service and the name, address and telephone number of the point of contact.

Company: _____ Contact: _____

Phone: _____ Email: _____

Project: _____

Dates of Service: _____ \$ Value: _____

Company: _____ Contact: _____

Phone: _____ Email: _____

Project: _____

Dates of Service: _____ \$ Value: _____

Company: _____ Contact: _____

Phone: _____ Email: _____

Project: _____

Dates of Service: _____ \$ Value: _____

ATTACHMENT B

STATE CORPORATION COMMISSION FORM

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

is a corporation or other business entity with the following SCC identification number:

-OR-

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

-OR-

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

-OR-

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

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

ATTACHMENT D

FEDERAL CLAUSES

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

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

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

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

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

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

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

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

amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

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

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

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

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

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

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

(2) If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate. (3) Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA

assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

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

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

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

c. Opportunity to Cure (General Provision) the recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient shall have the right to terminate the Contract without any further obligation to contractor. Any such termination for default shall not in any way operate to preclude the recipient from also pursuing all available remedies against contractor and its sureties for said breach or default.

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

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

f. Termination for Default (Supplies and Service) If contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

g. Termination for Default (Transportation Services) If contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while contractor has possession of the recipient goods, contractor shall, as directed by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. Contractor and the recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

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

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

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

2. Contractor, within 10 days from the beginning of any delay, notifies the recipient in writing of the causes of delay. If in the recipient's judgment, delay is excusable, the time for completing

the work shall be extended. The recipient's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

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

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

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

Government-Wide Debarment and Suspension (Nonprocurement) –

Applicability – Contracts over \$25,000 The Recipient agrees to the following:

(1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following: (a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by:

1 U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200, 2 U.S. OMB, “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, “Debarment and Suspension,” 31 U.S.C. § 6101 note, (b) It will review the U.S. GSA “System for Award Management,” [https:// www.sam.gov](https://www.sam.gov), if required by U.S. DOT regulations, 2 C.F.R. part 1200, and (c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant: 1 Will comply with Federal debarment and suspension requirements, and 2 Reviews the “System for Award Management” at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and (2) If the Recipient suspends, debars, or takes any similar action against a Third Party Participant or individual, the Recipient will provide immediate written notice to the: (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project, (b) FTA Project Manager if the Project is administered by an FTA Headquarters Office, or (c) FTA Chief Counsel,

Contracts Involving Federal Privacy Act Requirements – Applicability –

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

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

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

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

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

The following requirements apply to the underlying contract:

The Recipient understands and agrees that it must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Recipient or Program, including an Indian Tribe or the Tribal Transit Program, is specifically exempted from a civil

rights statute, FTA requires compliance with that civil rights statute, including compliance with equity in service:

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

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

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

Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer". (3) Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures the compliance of each Third Party Participant, with: (a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and (b) Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note,

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

e. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of sex, including: (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal

Financial Assistance,” 49 C.F.R. part 25, and (3) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

f. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of age, including: (1) The Age Discrimination in Employment Act (ADEA), 29 U.S.C. §§ 621 – 634, which prohibits discrimination on the basis of age, (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, which implements the ADEA, (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., which prohibits discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal funds, (4) U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, which implements the Age Discrimination Act of 1975, and (5) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

g. Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities: (1) Federal laws, including: (a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities, (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities, 1 General. Titles I, II, and III of the ADA apply to FTA Recipients, but 2 Indian Tribes. While Titles II and III of the ADA apply to Indian Tribes, Title I of the ADA exempts Indian Tribes from the definition of “employer,” (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities, (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and (e) Other applicable laws and amendments pertaining to access for elderly individuals or individuals with disabilities, (2) Federal regulations, including: (a) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. part 37, (b) U.S. DOT regulations, “Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. part 27, (c) U.S. DOT regulations, “Transportation for Individuals with Disabilities: Passenger Vessels,” 49 C.F.R. part 39, (d) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. part 1192 and 49 C.F.R. part 38, (e) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. part 35, (f) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. part 36, (g) U.S. EEOC, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. part 1630, (h) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities,” 47 C.F.R. part 64, Subpart F, (i) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. part 1194, and (j)

FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. part 609, and (3) Other applicable Federal civil rights and nondiscrimination guidance,

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

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

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

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

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

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

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

Agreement, including: 1 Alternative comparable arrangements U.S. DOL has specified for the Project, 2 Any revisions U.S. DOL has specified for the Project, or 3 Both, and (e) It must comply with the following documents and provisions incorporated by reference in and made part of the Underlying Agreement for the Project: 1 The U.S. DOL certification of public transportation employee protective arrangements for the Project, which certification is dated as identified on the Underlying Agreement, 2 The documents cited in that U.S. DOL certification for the Project, 3 Any alternative comparable arrangements that U.S. DOL has specified for the Project, and 4 Any revisions that U.S. DOL has specified for the Project,

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

(3) Special Arrangements for 49 U.S.C. § 5310 Projects. The Recipient understands and agrees, and assures that any Third Party Participant providing public transportation operations will agree, that although pursuant to 49 U.S.C. § 5310, and former 49 U.S.C. §§ 5310 or 5317, FTA has determined that it was not “necessary or appropriate” to apply the conditions of 49 U.S.C. § 5333(b) to Subrecipients participating in the program to provide public transportation for seniors (elderly individuals) and individuals with disabilities, FTA reserves the right to make the following exceptions: (a) FTA will make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and (b) FTA reserves the right to make other exceptions as it deems appropriate.

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

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient’s overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.

- b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- c. If a separate contract goal has been established, Bidders/vendors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.
- d. If no separate contract goal has been established, the successful bidder/vendor will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- e. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.
- f. The contractor must promptly notify the recipient whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the recipient.

Prompt Payment – Applicability – All contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

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

Incorporation of Federal Transit Administration (FTA) Terms –

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

The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT required contractual provisions, as stated in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be

deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.

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

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

Other Federal Requirements:

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

Prohibition Against Exclusionary or Discriminatory Specifications -

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

Conformance with ITS National Architecture - Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by

SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg. 1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

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

Notification of Federal Participation - To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of

Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

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

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

Other Contract Requirements - To the extent not inconsistent with the foregoing Federal requirements, this contract shall also include those standard clauses attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the recipient.

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

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

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

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

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

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

Geographic Preference - All project activities must be advertised without geographic preference, (except in A/E under certain circumstances, preference for hiring veterans on transit construction projects and geographic-based hiring preferences as proposed to be amended in 2 CFR Part 1201).

Federal Single Audit Requirements - For State Administered Federally Aid Funded Projects Only Non Federal entities that expend \$750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A 133, "Audits of States, Local Governments, and Non Profit Organizations" (replaced with 2 CFR Part 200,"Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" effective December 26, 2014 as applicable). Non Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non Federal entities that expend less than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B--Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency the New York State Department of Transportation, the New York State Comptrollers Office and the U.S. Governmental

Accountability Office (GAO). Non Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments. Catalog of Federal Domestic Assistance (CFDA) Identification Number The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

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

Safe Operation of Motor Vehicles

a. Seat Belt Use. The Recipient agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by: (1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles, and (2) Including a "Seat Belt Use" provision in each third party agreement related to the Award.

b. Distracted Driving, Including Text Messaging While Driving. The Recipient agrees to comply with: (1) Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225), (2) U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, and (3) The following U.S. DOT Special Provision pertaining to Distracted Driving: (a) Safety. The Recipient agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Recipient owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award, (b) Recipient Size. The Recipient agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving, and (c) Extension of Provision. The Recipient agrees to include the preceding Special Provision

of section 34.b(3)(a) – (b) of this Master Agreement in its third party agreements, and encourage its Third Party Participants to comply with this Special Provision, and include this Special Provision in each third party subagreement at each tier supported with federal assistance.

Catalog of Federal Domestic Assistance (CFDA) Identification

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

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

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

ATTACHMENT E

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

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

1. It will comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 CFR part 180,
2. To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
 - a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
 1. Debarred
 2. Suspended
 3. Proposed for debarment
 4. Declared ineligible
 5. Voluntarily excluded
 6. Disqualified
 - b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
 1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
 2. Violation of any Federal or State antitrust statute, or
 3. Proposed for debarment commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property
 - c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,
 - d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,

- e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,
- f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
 - 1. Equals or exceeds \$25,000,
 - 2. Is for audit services, or
 - 3. Requires the consent of a Federal official, and
- g. It will require that each covered lower tier contractor and subcontractor:
 - 1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
- 2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
 - 3. Debarred from participation in its federally funded Project,
 - 4. Suspended from participation in its federally funded Project,
 - 5. Proposed for debarment from participation in its federally funded Project,
 - 6. Declared ineligible to participate in its federally funded Project,
 - 7. Voluntarily excluded from participation in its federally funded Project, or
 - 8. Disqualified from participation in its federally funded Project, and
- 3. It will provide a written explanation as indicated on a page attached in FTA's TrAMS-Web or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Certification

Contractor _____

Signature of Authorized
 Official _____ Date ____/____/____

Name and Title of Contractor's Authorized
 Official _____

ATTACHMENT F

ACKNOWLEDGEMENT OF RFP, REVISION AND/OR ADDENDA

Bay Transit a Division of Bay Aging

RFP No.	2020-01
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ACKNOWLEDGEMENT OF RFP, REVISION AND/OR ADDENDA

Acknowledgement shall be made of receipt of the Request for Proposal (RFP) and/or any and all revisions and/or addenda pertaining to the above designated project which are issued by the Agency prior to the Proposal date shown herein.

Failure to include this acknowledgement in the Proposal may result in the rejection of your RFP. By signing this Attachment F, the Vendor acknowledges receipt of the RFP and/or following revisions and/or addenda to the RFP for the above designated project which were issued under cover letter(s) of the date(s) shown hereon:

1.	Cover Letter of	
2.	Cover Letter of	
3.	Cover Letter of	

Signature

Date

Printed Name

Title