

REQUEST FOR PROPOSAL
Contractor TO OPERATE A COMBINED 5311 TRANSPORTATION SERVICES
FOR RESIDENTS OF CRISP COUNTY

1. INTRODUCTION

The Crisp County Board of Commissioners has chosen to initiate an RFP for the operation for the counties combined 5311 public transportation service, to begin operation on July 1, 2025. The purpose of this Request for Proposal (RFP) is to secure the services of a transportation service provider to provide all operations of this service as generally described in this RFP (known as Crisp County Transit), including service enhancement planning, in accordance with all Federal, State and County policies, standards, and procedures. The proposed transit service will be designed to operate as a Demand Response Service for Crisp County and the surrounding areas.

2. SCOPE OF WORK

General. The Board of Commissioners is seeking an outside Contractor, TPO or firm to provide the operation of its public transportation service, Crisp Transit System, under the direction of the County.

The scope of this project includes:

All administrative services for the operation of a complete Section 5311 Rural Public Transportation System of Crisp County. Program must be operated 12 hours per day for at least 260 days per year (5 days/wk., 52 wks./yr.), which will exclude holidays in accordance with policies and procedures set by the County and GDOT.

Day-to-day supervision of the Transit Drivers. In addition, provide required training as prescribed by GDOT and/or other service agencies which Crisp County elects to enter into a Purchase of Services agreement.

Supervise the overall upkeep of the transit vehicles which includes preventative maintenance, cleaning, repair and component replacement as necessary.

Implementation of such service expansions or improvements as may be recommended by the Contractor and approved by the County, or as may otherwise be agreed upon between the parties from time to time.

A. Service Description.

Services will be a demand response for all residents of Crisp County, and surrounding areas as approved by the Board of Commissioners.

REQUEST FOR PROPOSAL
Contractor TO OPERATE A COMBINED 5311 TRANSPORTATION SERVICES
FOR RESIDENTS OF CRISP COUNTY

B. Service Area.

All of Crisp County and the surrounding areas, as designated by the Board of Commissioners.

C. Service Days and Hours.

Program must be operated from 6 a.m. to 6 p.m. 12 hours per day for at least 260 days per year (5 days/wk., 52 wks./yr.), which will exclude holidays in accordance with policies and procedures set by the County and GDOT.

D. Vehicles for 5311 Program

The following vehicles will be provided to the successful Contractor by the County:

| Veh # | Year | Mfr. | Type | Vin # | Seating | W/C |
|-------|------|------|--------------------------|-------------------|---------|-----|
| 3785 | 2017 | Ford | Light-Duty Mid-Sized Bus | 1FDEE3FS3HDC35462 | 11 | 2 |
| 4148 | 2022 | Ford | Light-Duty Mid-Sized Bus | 1FDEE3FN2NDC05763 | 11 | 2 |
| 4150 | 2022 | Ford | Light-Duty Mid-Sized Bus | 1FDEE3FNFNDC05764 | 11 | 2 |
| 4227 | 2022 | Ford | Light-Duty Mid-Sized Bus | 1FDES6PG1NKA20805 | 11 | 2 |
| 4298 | 2023 | Ford | Light-Duty Mid-Sized Bus | 1FEDU6PG0PKB71468 | 8 | 1 |
| 4299 | 2023 | Ford | Light-Duty Mid-Sized Bus | 1FDEU6PGXPKB72305 | 8 | 1 |

E. Customer Service and Communication Information.

The Contractor shall provide for all telephone communications and radio communications between in-vehicle and the office. Contractor shall ensure that adequate staff is assigned to answering these phone lines in a professional and courteous manner and are able to give accurate information to the public about the service and to take, record, and transmit requests to accommodate people with disabilities. Translation service into Spanish and other languages must also be provided on request. A separate (TDD) or other accommodation for hearing impaired persons shall also be provided by the Contractor. Call center operating hours will be 24/7.

Scheduling Software. The County shall provide for scheduling and dispatch software as mandated by Georgia Department of Transportation. The County will maintain a service agreement for maintenance of the scheduling and dispatching software. The County is responsible for providing hosting and for all services necessary to maintain the software and for mobile data tablets. The Contractor will be responsible for securing and maintaining Contractor staff computers.

REQUEST FOR PROPOSAL
Contractor TO OPERATE A COMBINED 5311 TRANSPORTATION SERVICES
FOR RESIDENTS OF CRISP COUNTY

F. Current Fares.

One Way Trip
0—10 Miles (in County) \$3.00
Over 10 Miles (in County) \$5.00
Outside County..... \$5.00+ \$.50 per mile over 10 miles

Discounts
Senior Citizens—50% off
(Any person 60 yrs. of age and over)
Frequent Rider—50% off

G. Ridership and Operational Data

Table 1: Ridership and Operational Data

These numbers are for planning purposes only and not a guarantee of any kind by the County of the number of hours or miles of service to be delivered by the Contractor

| 2024 | Rides | Service Hours | Miles |
|-----------------|--------|---------------|---------|
| Demand Response | 20,517 | 9,197 | 216,110 |

Contractor Responsibilities.

The Contractor shall, under specific terms and conditions, provide services as directed by the Crisp County Board of Commissioners (BOC). The Contractor shall be responsible for the following.

The drivers must accept all trip requests related to him/her by the dispatcher so long as they are within his/her specified service area and within the specified service time. There shall be no right of refusal based on vehicles availability (except the passenger maximum load factor) or any consideration other than verifiable catastrophic mechanical failure of the vehicles in the fleet;

The vehicles must be on time, unless there are extenuating circumstances beyond the Contractor's or driver's control. A 95% on-time pickup rate is required. Notification must be given by the Contractor to the passenger in the event of unavoidable delays;

For social service clients, drivers must wait five (5) minutes after the appointed pick-up time before a passenger can be considered a no-show. (A no-show is a passenger who is not at the appointed pick-up location at the scheduled time and who has not informed the Contractor in

REQUEST FOR PROPOSAL
Contractor TO OPERATE A COMBINED 5311 TRANSPORTATION SERVICES
FOR RESIDENTS OF CRISP COUNTY

advance that he/ she would be absent)

Drivers shall offer assistance to all passengers as needed to board and depart from the vehicles; secure all wheelchairs according to ADA requirements, and request that all passengers buckle their seatbelts;

Drivers shall not smoke, eat or drink while passengers are in the vehicles, Drivers shall enforce with the passengers the policy of no smoking, eating, and drinking in the vehicles; the driver shall notify the supervisor if a passenger refuses to observe the policy.

Drivers shall maintain daily records of mileage, time, type and number of trips, and passenger types as required by GDOT and the County. These records shall be turned in to Contractor on a weekly basis.

Drivers shall inform supervisors of any passenger complaints. Thereafter, the supervisors shall complete passenger complaint forms and send copies to the County for record purposes or for any appropriate action if necessary. The complaint shall be filed with the County within one (1) week from the date of the occurrence.

The County, through the Contractor, shall inform the appropriate social services agency representative regarding any difficulties experienced in transporting an agency client, whether related to safety, behavior, or other reason;

Drivers and Contractor are prohibited from soliciting or accepting any tips or other forms of gratuity other than the approved fare from system riders.

The Contractor shall, under specific terms and conditions, provide services as directed by Crisp County.

The Contractor shall be responsible for the following:

Day-to-day supervision of Transit Drivers. In addition, provide required training as prescribed by GDOT and/or other service agencies which Crisp County elects to enter into a Purchase of Services agreement.

Implementation of such service expansions or improvements as may be recommended by Contractor and approved by County, or as may otherwise be agreed upon between the parties from time to time.

B. VEHICLE

Vehicle operators will perform a daily pre-trip inspection, including cycling the wheelchair lift (if equipped). This pre-trip inspection will be recorded on the pre-trip form daily, dated

REQUEST FOR PROPOSAL
Contractor TO OPERATE A COMBINED 5311 TRANSPORTATION SERVICES
FOR RESIDENTS OF CRISP COUNTY

and signed. Pre-trip inspections are mandatory. If Fleet Maintenance software is utilized, the pre-trip inspections will be conducted prior to the driver beginning their daily passenger runs. The driver will be trained to physically inspect all pre-trip checkpoints and will enter the pre-trip inspections on the tablet. The software will maintain a log of all pre-trip inspections performed to meet requirements of GDOT as well as provide documentation for coordination of human service or non-emergency transportation requirements of sister agencies. At all times, the driver should immediately notify the Transit Supervisor whenever the vehicle has encountered significant mechanical problems in the daily operation of their route.

Preventative maintenance (PM) inspections and services should follow the minimum required by the manufacturers, supplier, or builder. GDOT has set a 5,000-mile PM interval as a default for ease of compliance in establishing a constant PM schedule.

It is important for the Maintenance Department to maintain the PM schedule to protect the vehicle warranty. During the warranty period, the interval schedule may require PM's different than the 5,000-mile recommendation. The warranty information will be provided to all subrecipients upon delivery of a new vehicle.

C. Fleet Management

Vehicle maintenance will be performed in accordance with Crisp County maintenance policy. Any lift repairs shall be made within (5) business days. Vehicles shall be subject to inspections by GDOT representatives. DOT inspections will occur on an annual basis and in accordance with the Vehicle Monitoring Form. The Contractor shall submit the invoices of any work to the County for subsequent submission to the GDOT expenses in the Format provided in Exhibit I. These invoices shall be part of the Monthly Reports. The payment for these repairs and component replacements shall be made by the Contractor and charged to the current Section 5311 Program Budget. Vehicles utilized for the Section 5311 Program shall be parked overnight and on weekends at places to be designated by the County. Mechanics must meet all requirements for a safety-sensitive employee described in the County's Zero Tolerance Drug and Alcohol Abuse Policy

REQUEST FOR PROPOSAL
Contractor TO OPERATE A COMBINED 5311 TRANSPORTATION SERVICES
FOR RESIDENTS OF CRISP COUNTY

D. Staffing and Supervision.

The Contractor shall be responsible for hiring and properly training all personnel necessary to successfully complete the project including drivers, maintenance personnel, dispatchers, and supervisors. Costs for all personnel, including drivers, supervision and management, and other necessary staff, shall be included in the Contractor's proposed cost per unit. To ensure the highest quality of service the County requires that the Contractor meets the minimum staffing requirement included in Table 2. The Contractor shall hire and properly train an On-site Office Manager located in the County facility, who has overall responsibility for managing the transit service program efficiently and effectively. The Contractor's Office Manager shall be regularly accessible to County Transit Administrator to deal with daily operational issues and to resolve policy issues. The On-site Office Manager shall be the point of contact for communication between the County Transit Administrator and the Contractor regarding aspects of the service and its management. The Contractor shall maintain a Supervisor on-duty and accessible during all hours that transit service is in operation. The Contractor shall also provide an emergency contact person to the County for unforeseen circumstances outside normal service operating hours. Telephone information lines shall also be staffed by knowledgeable and courteous customer information personnel. The Contractor shall be responsible for provision of service in a safe, efficient, and effective manner.

Dispatching shall be carried out in a manner which maximizes the productivity of service, while meeting the standards for service quality established by the County. In assigning drivers to transit service, the Contractor shall ensure that all transit service drivers meet the minimum requirements to comply with GDOT and FTA.

The County shall have no liability or obligation to the Contractor or the Contractor's employee who by reason of his/her motor vehicle record or any other reason is removed from the County's transit service program.

REQUEST FOR PROPOSAL

Contractor TO OPERATE A COMBINED 5311 TRANSPORTATION SERVICES

FOR RESIDENTS OF CRISP COUNTY

EXAMPLE: Table 2: Minimum Staffing Requirements

| <u>Minimum Staffing Requirements</u> | | |
|--------------------------------------|---|------------------|
| Position | Responsibility | Minimum Required |
| <u>Management</u> | | |
| General Manager | Primary contact for the County, Responsible for management of Operations and Maintenance managers | 1 |
| Operations Manager | Responsible for day-to-day management of Dispatchers and drivers | 1 |
| <u>Non-management Staff</u> | | |
| Mechanic | | |
| Dispatcher/Scheduler | | 1 |
| Driver | Needs of the Business | |

E. Contractor Driver Responsibilities.

The primary responsibility of the Contractor's drivers shall be the safe operation of vehicles and safe transport of transit service customers. The Contractor shall take all necessary steps to ensure that drivers and other Contractor employees are properly trained and proficient with respect to all elements of safety in the operation of vehicles and transport of passengers. Driver responsibilities include but are not limited to the following:

- Conducting a proper pre-trip inspection of the vehicle prior to leaving the Contractor's facility and documenting the inspection.
- Wearing seat belts at all times while vehicles are in operation.
- Ensuring that passengers are encouraged to wear seat belts where available at all times while vehicles are in operation.
- Using the highest degree of care in loading, unloading, and securing all wheelchairs, scooters and other passenger accessibility devices.
- Properly assisting all passengers with safe entry and exit from the vehicle.
- Driving safely and displaying proper respect and courtesy to other motorists, bicyclists or pedestrians.
- Obeying and following all traffic laws and regulations at all times.
- Not driving any transit service vehicle while under the influence of alcohol or drugs.
- Reporting all vehicle or passenger accidents immediately to the Contractor's dispatcher.
- Not leaving the scene of any vehicle or passenger accident without the permission of proper authorities and/or the Contractor's dispatcher.

REQUEST FOR PROPOSAL
Contractor TO OPERATE A COMBINED 5311 TRANSPORTATION SERVICES
FOR RESIDENTS OF CRISP COUNTY

- Utilizing all safety and emergency equipment properly and at appropriate times.
- Having valid driver's license and Department of Transportation (DOT) medical exam in possession at all times while operating Contractor's vehicle.
- Reporting road calls to the Contractor's dispatcher promptly.
- Treating all passengers and the general public with courtesy and respect at all times.
- Respect all of the transit system and use best efforts to keep tensions low and ensure safety at all times when dealing with difficult users or situations.
- Having good knowledge of the service area to ensure efficient and effective service.
- Collecting proper fares from all passengers.
- Notifying the Contractor's dispatcher prior to leaving a scheduled pickup if the customer is a no-show.
- Legibly recording actual pickup and drop-off times on the daily driver manifest as well as actual mileage, no shows, cancellations, and any other pertinent data.
- Wearing official uniforms in a neat and appropriate manner.
- Properly identifying themselves to customers upon request.
- No eating, drinking, smoking or playing loud music while operating a vehicle.
- Providing for customer comfort by keeping the vehicle interior at comfortable temperatures at all times.
- Not entering any customer's home or other private residence at any time.
- Turning the vehicle engine off and removing the keys from the ignition and carrying them on the driver's person in the event the driver has to leave the vehicle.
- Allowing ambulatory passengers to use the wheelchair lift upon request of the passenger.

F. Marking of Transit Vehicles.

Vehicle marking is normally the responsibility of GA DOT. However, in the event Crisp County was to receive a vehicle by a transfer from another 5311 Program, it would be the responsibility of the Contractor to ensure the vehicle was properly marked.

G. Fare Collection.

The Contractor is responsible for the collection, accounting, and safeguarding of proper fares from all passengers.

H. Billing

The Contractor shall invoice the County monthly. All invoices shall be timely and correct. Contractor shall use Exhibit H for billing purposes. The trip numbers are to be documented for each route/service. Fare revenue collected by the Contractor for the month will then be deducted from the base reimbursement. Maintenance and technology costs shall be included in the billing unit rate.

REQUEST FOR PROPOSAL
Contractor TO OPERATE A COMBINED 5311 TRANSPORTATION SERVICES
FOR RESIDENTS OF CRISP COUNTY

I. Documentation of Service Provided and Maintenance of Financial and Operating Records.

The Contractor shall be responsible for completing and submitting to the County certain forms as designated by the County including, but not limited to: monthly operating data, and any other reasonable data as requested by the County according to requirements of the Federal Transit Administration's (FTA's) National Transit Database. Such data shall be submitted to the County as follows:

Monthly Operating and Financial Data.

No later than ten (10) days following the end of a calendar month, the Contractor shall deliver to the County, monthly operating & financial data including the following for each service mode: total passenger trips carried, total miles, total hours, total road calls, total collision accidents, missed trips, service hours operated along with an invoice, and a profit and loss statement for services provided under the resulting contract.

National Transit Database Data.

The Contractor shall collect passenger mile data in designated sampling years per the Federal Transit Administration National Transit Database (NTD) requirements and submit it to the County within 60 days following the end of the calendar year. The Contractor shall collect any other financial or operating data as required by the NTD.

Vehicle Maintenance Records.

The Contractor shall fully document in a timely manner all vehicle preventative maintenance activities, vehicle corrective repairs, vehicle accessibility equipment repairs and preventative maintenance, and vehicle cleaning. The Contractor shall allow the County to review such records immediately upon request.

Drug and Alcohol Testing Records and Data.

The Contractor shall fully document all testing records in full compliance with the current Federal Transit Administration (FTA) regulations for drug and alcohol testing. This shall include records for pre-employment, random, post-accident, self-reporting, reasonable suspicion, and follow-up testing. Such records shall be maintained in accordance with FTA regulations and the Contractor shall allow the County to review such records immediately upon request. The Contractor shall report drug and alcohol testing data to the County a monthly, quarterly, or annual basis as may be required by the U.S. DOT or FTA.

REQUEST FOR PROPOSAL
Contractor TO OPERATE A COMBINED 5311 TRANSPORTATION SERVICES
FOR RESIDENTS OF CRISP COUNTY

Training Records.

The Contractor shall maintain records of all employee training and allow the County to review such records immediately upon request. The Contractor shall preserve and make available all such records listed above during the term of the agreement and for a period of three (3) years from the date of final payment. Administrative costs relating to recordkeeping and data collection shall be at the Contractor's expense.

Records which relate to litigation or the settlement of claims arising out of the performance of the resulting agreement, or costs under the resulting agreement as to which exception has been taken by the auditors, shall be retained by the Contractor until such litigation, claims, or exceptions have reached final disposition.

J. Right of Entrance on Contractor Occupied Property.

The Contractor shall permit and allow any and all duly authorized County employees or representatives to enter upon any part of the Contractor's occupied property or facilities for the purpose of inspecting facilities and equipment, inspecting and/or auditing financial or operating records, and for other matters relevant to the project upon from the County of its intent to make such entry. No notice shall be required for on-road vehicle inspections to be conducted by the County. The Contractor shall instruct its drivers to allow County personnel and official representatives to have right of entry on vehicles upon showing proper identification.

K. Training

The Contractor shall be responsible for properly training all personnel necessary to successfully complete the project including drivers, dispatchers, and supervisors. The required training will include; HIPPA training for all personnel that meets or exceeds HIPPA privacy regulations. All training costs shall be at the expense of the Contractor. At a minimum, all Contractor employees shall be trained as follows:

Prior to operating any vehicles for the County's transit service, each Contractor driver shall complete the following training: basic class in first aid; driver sensitivity training with respect to meeting the needs of persons with disabilities; passenger assistance techniques or comparable training; drug and alcohol awareness training, blood-borne pathogens training; National Safety Council defensive driving course or comparable class as approved by the County in advance.

Upon hiring, provide reasonable suspicion for drugs and alcohol training for all Dispatchers and supervisors.

REQUEST FOR PROPOSAL
Contractor TO OPERATE A COMBINED 5311 TRANSPORTATION SERVICES
FOR RESIDENTS OF CRISP COUNTY

L. Insurance Requirements.

The Contractor shall be required to maintain at its expense at all times during the duration of the resulting contract the following insurance coverage:

- **Workers Compensation and Employer's Liability.** Workers Compensation and Employer's Liability Insurance shall be maintained at the minimum levels required by the State of Georgia.
- **Comprehensive General Liability.** The Contractor shall provide and maintain comprehensive general liability coverage for bodily injury (including but not limited to sexual abuse or molestation) and property damage of \$3,000,000 combined single limit for any one occurrence.
- **Automobile Liability.** The Contractor shall provide and maintain automobile liability coverage for all revenue and non-revenue vehicles used in the project for bodily injury and property damage to a combined single limit of \$1,000,000 for any one occurrence.
- **Collision and Comprehensive.** The Contractor shall provide and maintain collision and comprehensive physical damage coverage on all and non- vehicles used by Contractor or under Contractor's care, custody or control. Coverage shall be in an amount acceptable to the County but in no event less than replacement cost coverage that would be sufficient to replace damaged or totaled vehicles with vehicles of the same or similar functionality.
- All insurance coverage required to be maintained or provided by the Contractor must be with Insurance companies licensed and admitted by the State of Georgia. All comprehensive general liability, automobile liability, collision and comprehensive policies must name GDOT and the County as additional insureds. Certificates of insurance for all the above-listed coverages shall be submitted to the County on an annual basis and when carriers or coverage limits change.
- All insurance costs shall be at the expense of the Contractor. Failure to maintain all insurance coverages for the duration of the project as listed above may result in immediate termination of contract.

M. Accident/Incident Reporting.

All accidents involving a transit service vehicle or that result in any personal injury to passengers, drivers or the general public or that result in damage to transit service or other vehicles and/or other property, regardless of severity, shall be reported verbally or by phone or fax or electronic

REQUEST FOR PROPOSAL
Contractor TO OPERATE A COMBINED 5311 TRANSPORTATION SERVICES
FOR RESIDENTS OF CRISP COUNTY

mail to the County Transit Director immediately. A complete written report in compliance with applicable state and federal requirements shall be forwarded to the County Transit Administrator providing details within forty-eight (48) hours of the accident. The Contractor shall make its employees available to the County for interview as part of the County's effort to determine if the accident was preventable. All requests for information from the media concerning accidents or incidents shall be the responsibility of the County. Contractor shall cooperate with the County for participation in media releases and information as directed by the County.

All other incidents or occurrences which happen in the course of service operations involving passengers, altercation, odd behavior, threats, or disputes must be reported verbally by phone, fax or electronic mail to the County Transit Administrator immediately.

N. Performance Monitoring.

The County shall periodically monitor Contractor's performance relative to on-time performance, preventative maintenance adherence, missed passenger trips, availability of safety and accessibility equipment on vehicles, adherence to recordkeeping requirements, customer complaints, vehicle appearance, driver appearance, completion of daily manifests by drivers, functionality of vehicle heating and air conditioning, availability of vehicle communications equipment, and other performance categories. Such monitoring shall be used by the County to determine if the Contractor is meeting performance standards included in this RFP and resulting contract. Upon mutual agreement, at any point during the term of the contract, incentives may be offered for exceeding the performance standards and penalties may be assessed for poor performance. The terms and conditions of the performance incentives and penalties shall be mutually agreed upon and implemented with a contract addendum.

O. Safety and Security.

The Contractor shall establish and manage all aspects of a safety and security program including, policies, administration and procedures, personnel and training, safety reporting, and safety training. The Contractor shall document and report security expenditures, manage and account for identifying security problems, employee selection, training, public awareness, audits and drills, document control, access control and homeland security as it pertains to 49 USC Chapter 53, Federal Transit Act, Section 5311(D)(1), Security Expenditures; 49 CFR Part 630. "Uniform System of Accounts and Records and Reporting"; 49 CFR Part 659, and "Rail Fixed Guideway Systems, State Safety Oversight", as appropriate.

REQUEST FOR PROPOSAL
Contractor TO OPERATE A COMBINED 5311 TRANSPORTATION SERVICES
FOR RESIDENTS OF CRISP COUNTY

P. Drug and Alcohol Testing.

The Contractor shall establish and maintain effective procedures for pre-employment, random, self-reporting, post-accident, reasonable suspicion and follow-up drug and alcohol testing of all safety sensitive employees in full accordance with regulations as promulgated by the U.S. Department of Transportation, FTA, and/or GDOT, as amended. This shall also include regulations relative to the Drug Free Workplace Act.

As an employer, the Contractor is responsible for meeting all applicable requirements and procedures of the U.S. DOT and FTA and for all actions of its officials, representatives, and agents. The Contractor's good faith use of a service agent is not a defense in an enforcement action initiated by a DOT agency in which Contractor non-compliance may have resulted from a service agent's conduct. All costs associated with compliance with all aspects of drug and alcohol testing regulations and the Drug Free Workplace Act are the full responsibility of the Contractor.

Q. Driver Uniforms.

The Contractor shall ensure that all its drivers are required to wear a neat and clean uniform, the design of which shall be approved by the County. Costs for all uniform items shall be at the expense of the Contractor.

R. Customer Complaints.

The Contractor shall report customer complaints to the County's Transit Administrator within forty-eight (48) hours of receipt, including the date and time of complaint, name of person lodging the complaint and their contact information, and the nature of the complaint. The Contractor shall thoroughly investigate each complaint and provide a written response to the County no later than seventy-two (72) hours from receipt of complaint. The Contractor shall endeavor to resolve substantiated complaints so as to avoid repeat complaints of a similar nature. In the event of complaints of an especially serious or grievous nature, the County may require written documentation of complaint resolution from the Contractor including investigation findings, and steps taken to correct any problems resulting from actions of the Contractor's employees. The Contractor shall forward in writing to the County within forty-eight (48) hours any complaints it may directly receive from a transit service customer along with a description of its action(s) to resolve the complaint. Failure to resolve substantiated complaints to the reasonable satisfaction of the County may subject Contractor to liquidated damages.

REQUEST FOR PROPOSAL
Contractor TO OPERATE A COMBINED 5311 TRANSPORTATION SERVICES
FOR RESIDENTS OF CRISP COUNTY

S. Missed Service.

The Contractor is responsible for successfully completing and carrying out all scheduled service in a timely manner. The Contractor shall report to the County Transit Administrator scheduled service missed for any reason. Decisions about suspension of service in bad weather or for other emergency reasons shall be done in consultation with the County Transit Administrator and confirmed in writing. Excessive missed service may subject Contractor to poor performance penalties.

T. Incidental Use and Storage of Transit Service Vehicles.

The Contractor is prohibited from using transit service vehicles for any purpose other than transit service. Transit service vehicles shall only be stored at the County approved facility or at a maintenance Contractor's facility in the event of subcontracted maintenance to be performed.

U. Complaint Resolution

The Contractor is responsible for receiving customer complaints regarding the provision of transit service and responding back to the customer upon investigation by the Contractor. In unusual cases, the County may assume responsibility for complaint resolution. The Contractor is required to report all complaints to the County's Transit Administrator within 24 hours of receipt of the complaint. All Title VI and ADA complaints must be forwarded to the County's Title VI and ADA Officer for investigation.

V. Performance Standards.

It is the intention of the County to provide a high-quality transit service within the transit service area. Performance standards have been established that will be monitored by the County during the duration of the project. For performance not delivered in accordance with standards as specified in the following tables, the County will incur additional expense, loss of confidence by system users, negative public image for the program, and other damages. For this reason, compliance with the performance standards shall be monitored. The County shall have sole discretion in determining whether performance standards have been met or not met. Failure to meet and/or maintain performance standards shall be considered prior to executing any of the contract renewal options. Continued poor performance by the Contractor may result in early termination of the contract.

REQUEST FOR PROPOSAL

Contractor TO OPERATE A COMBINED 5311 TRANSPORTATION SERVICES

FOR RESIDENTS OF CRISP COUNTY

EXAMPLE: Table 3: Categories of Performance Standards

| Category Number | Category Type | Performance Standard | Penalty/Incentives |
|-----------------|------------------------------------|--|---|
| 1 | Preventative Maintenance | Preventative maintenance inspections and repair must be completed on time with the manufacturer's recommended minimum scheduled service. On time maintenance shall be completed on time 90% of time | Failure to maintain at least a 90% on time performance may result in termination of equipment lease agreement and excessive failure to maintain equipment safety after given notice of necessary corrective action may result in contract termination |
| 3 | Accessibility and Safety Equipment | Contractor shall maintain all vehicles with all Americans with Disabilities Act (ADA) required accessibility equipment including wheelchair lifts, adequate numbers of securement devices, and all standard safety equipment. Such equipment shall be well maintained and functional at all times. | Failure to maintain at least a 90% on time maintenance and repair may result in termination of equipment lease agreement, and excessive failure to maintain equipment safety after given notice of necessary corrective action may result in contract termination |
| 4 | Repeat Substantiated Complaints | No repeat substantiated customer complaints on the same service issue. | Repeat substantiated complaints may result in the County requesting staff associated with the complaint be terminated or reassigned. |
| 5 | Reporting Requirement | Contractor must promptly report all incidents of vehicle or passenger accidents, road calls, and service interruptions. | Failure to report may result in the County requesting staff associated with the incident be terminated or reassigned. Repeat offenses may result in termination of contract. |
| 6 | Contractor Contacts | Inability by Crisp County staff to reach Contractor's dispatcher or supervisor within fifteen (15) minutes during times when service is scheduled or operating. | Contractor shall submit a corrective action plan identifying the issue that caused the delay in response and how the issue will be resolved. |
| 9 | Data Requirements | Contractor must submit monthly operating data as outlined in RFP to Crisp County staff not later than 12 calendar days following end of month | Failure to submit data by the 12 th without prior County approval will result in delay of payment of the monthly invoice until the data is submitted. |

REQUEST FOR PROPOSAL

Contractor TO OPERATE A COMBINED 5311 TRANSPORTATION SERVICES FOR RESIDENTS OF CRISP COUNTY

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| 10 | Customer Service/ADA Paratransit Eligibility | Contractor must have knowledgeable staff available to the public by telephone or in person at all times of service operation. | Failure to have staff available and meet ADA eligibility determination deadlines may result in financial penalties equal to the number of service hours staff was not available during hours of operation. Delays in processing of ADA eligibility applications will result in a \$20.00 per day penalty for each day beyond the processing deadline date. |
| 11 | Inappropriate Use of Vehicles | Contractor shall not use vehicle marked or signed with transit service markings for purposes other than transit service without the approval of County. | Unauthorized use of County vehicles shall result in request for termination of Contractor staff involved in the unauthorized use up to and including termination of contract if it is substantiated the unauthorized use was directed by Contractor management staff. |
| 13 | Demand Response Productivity | Contractor shall be accountable for productivity below 1.5 passengers per service hour. | Failure to meet productivity Standards for 3 consecutive months shall require submission of a corrective action report. Continued poor performance may result in non-renewal of the contract. |
| 14 | Staffing levels | Contractor shall be responsible for maintaining proper staffing levels | Failure to provide adequate Quantity and Quality of staff as identified in this proposal may result in contract termination. |
| 15 | Facility Maintenance | Contractor shall be responsible for facility janitorial maintenance to include general office janitorial and janitorial maintenance of bus shelters. | Failure to provide adequate janitorial maintenance as identified in this proposal may result in a penalty of 2% of the monthly invoice. |

W. Fuel.

The Contractor is responsible for all fuel purchases. Fueling stations shall be located within the service area to limit unnecessary travel that could impact on time performance.

REQUEST FOR PROPOSAL
Contractor TO OPERATE A COMBINED 5311 TRANSPORTATION SERVICES
FOR RESIDENTS OF CRISP COUNTY

X. Local Matching Funds

The subrecipient will secure the required local match and provide a list of sources and amounts that will be used to match the FTA operating grant. Farebox s must be collected and reported to the subrecipient and the subrecipient must deduct farebox proceeds from the monthly expenses invoiced in order to arrive at the Net Operating Deficit. When/if the Contractor is the entity receiving purchase of service s directly from DHS or DCH contracts, all s must be turned into the subrecipient (agency passing through the federal dollars to the Contractor) since the s were derived from the use of federal assets, or the drivers were paid with federal funds, and/or a combination of either of these instances.

(Define who is responsible for securing the FTA grant match) EXAMPLE: The Contractor is responsible for securing the FTA grant required local match contribution for the County's public transit program. The Contractor must certify as its ability to secure the required local match and provide a list of sources and amounts that will be used to match the FTA grant.

3. COUNTY RESPONSIBILITIES

County shall be responsible, with the cooperation of the Contractor, for developing and establishing all policies related to the provision and operation of transit service. Additional responsibilities of the County include the following:

A. Transit Administrator. Office Manager

The County shall appoint an Office Manager who shall serve as the Contractor's point of contact and the person responsible for overseeing the Contractor's performance. The Office Manager shall be responsible for addressing all media inquiries, etc. pertaining to the service.

B. Marketing.

The county is responsible for all marketing and promotion of transit service. This includes development, production and distribution of all literature and other promotional materials. The Contractor shall cooperate with the County's marketing activities.

C. Citizen Participation.

The County is responsible for planning and conducting all citizen participation meetings and/or public hearings associated with the evaluation of service quality and the development of service improvements. The Contractor's On-Site Manager shall attend these meetings and/or public hearings and participate in them as appropriate.

REQUEST FOR PROPOSAL
Contractor TO OPERATE A COMBINED 5311 TRANSPORTATION SERVICES
FOR RESIDENTS OF CRISP COUNTY

D. Payment of Invoices.

The County will review monthly invoices submitted by the Contractor to ensure accuracy of requested reimbursement. Adjustments may be made by the County based on monthly audits of data included in daily manifests and service reports. The County shall pay approved Contractor invoices, as adjusted, within thirty (30) days of receipt from the Contractor.

E. Performance Monitoring.

The County is responsible for monitoring the performance of the Contractor and the Contractor's employees in the provision of transit service. Such performance monitoring shall be used to determine compliance with performance standards and performance norms as well as the assessment of continued contracting opportunities.

4. RFP SCHEDULE - Table 4 shows the estimated schedule for procurement, award, and implementation of transit services.

Table 4: RFP Schedule

| Estimated Date | RFP Milestone |
|----------------|---|
| May 7, 2025 | <i>Request for Proposals (RFP) issued</i> |
| May 21, 2025 | Deadline for all Questions pertaining to the Request for Proposal 5:00 PM, local time |
| May 28, 2025 | Request for Exceptions, Deviations, or Approved Equals Due to Crisp County Board of Commissioners by 5:00 PM, local time |
| May 30, 2025 | Responses Issued to Prospective Contractors on Requests for Exceptions, Deviations, or Approved Equals by 4:00 PM, local time |
| June 4, 2025 | Proposals Due to: Crisp County Board of Commissioners 210 South 7 th . Street Cordele, GA 31015 by 2:00 PM, local time |
| June 4, 2025 | Open Proposals – Commissioner's Meeting 210 South 7 th . Street Cordele, GA 31015 2:00 PM, local time |
| June 6, 2025 | Interviews may be held at Commissioner's Meeting 210 South 7 th . Street Cordele, GA 31015 Appointment times to be determined by the |

REQUEST FOR PROPOSAL
Contractor TO OPERATE A COMBINED 5311 TRANSPORTATION SERVICES
FOR RESIDENTS OF CRISP COUNTY

| | |
|---------------|--|
| | County. |
| June 10, 2025 | Selection of Contractor (contract award) |
| July 1, 2025 | Contractor commences operations |

5. DEVIATIONS, APPROVED EQUALS, AND EXCEPTIONS

Requests for deviations, approved equals or exceptions to the Request for Proposals and/or Scope of Work must be received by, the County in writing, using the attached "Deviation, Approved Equal, Exceptions Request Form" (see Exhibit C) by May 28, 2025 at 5:00 PM, local time. Any such request must be fully supported with technical data or other pertinent information as evidence to support that such exception is equal or superior to the specification requirement. The County shall notify in writing those firms submitting such requests of their specific acceptance or rejection, item by item, by May 30, 2025 at 4:00 PM. If formal requests for deviations, approved equals, or exceptions are not received in writing by the due date, submitted proposals will be interpreted to comply with and meet exactly Crisp County RFP and Scope of Work.

6. INSTRUCTIONS TO PROPOSERS

Proposers shall contain information that is relevant and demonstrates the Proposer's capabilities to successfully provide transit service and undertake the project.

Proposers are responsible for meeting all terms and conditions described in the Scope of Work and in this Request for Proposals (RFP). Proposals shall contain font sizes not less than 11 font and may contain; cover letter, tabs, resumes, and forms. Proposers should provide this information in the order described below. For a proposal to be accepted as responsive, it must fully describe how the Proposer proposes to meet all of the terms and conditions described in the Scope of Work as well as include the following specific items:

A. Description of Firm Qualifications

Proposals shall include a description of the organization or firm including its legal status, authority and or licenses to operate. The description shall include the major business functions, history, and organizational structure including location of firm's headquarters and major offices, management organization with names and locations of managing director(s) for this project. The description shall include a list of current and past clients for which similar transit services have been provided. Such client list shall include references, including the client organization name, address, contact person, telephone number, number of vehicles operated for client, etc. The Proposer's responsibilities for the client (i.e., vehicle operations, vehicle maintenance, scheduling/dispatching, etc.) and years that service was provided should also be identified.

REQUEST FOR PROPOSAL
Contractor TO OPERATE A COMBINED 5311 TRANSPORTATION SERVICES
FOR RESIDENTS OF CRISP COUNTY

B. Experience with Transit Operations.

The Proposer shall describe its experience in bus transit systems and its capabilities to undertake a similar project with Crisp County Board of Commissioners. Reference information from a minimum of three (3) current contracts should be provided as well.

C. Description of Personnel to be Assigned.

Proposals shall include a description of experience and qualifications of the supervisory personnel assigned to manage the project successfully detailing the positions and the number of employees in each position. In addition, the proposal shall identify by name and describe the experience and qualifications for the individual assigned locally to manage and assist in managing the project.

D. Track Record with Safe Transit Operations

Proposals shall include a description of the safety history of the Proposer with respect to the provision of contracted bus transit services.

E. Industry Awards and/or Certifications.

Proposals shall include a description of any relevant transit industry awards and/or certifications given to the Proposer's firm or key personnel identified for this project.

F. Description of the Proposed Financial, Management, and Technical Resources.

Proposals shall include a description of the firm or organization's financial resources and history of financial stability. Proposer shall demonstrate financial stability by providing financial statements and/or audits including an income statement and balance sheet, supplemented, if necessary, by evidence of credit line or other resources to demonstrate financial capacity to successfully undertake the project. In addition, the proposal shall include a description of its management plan indicating how it proposes to successfully manage the project, including technical resources. Proposals shall also include a description of the required insurance coverages to be provided, as described elsewhere in this request for proposal. Such description shall include the name of the insurer, A.M. Best rating, and limits of insurance.

G. Description of the Proposed Staffing, Training, Start-up, and Implementation Plan.

The Proposer shall submit a staffing plan detailing how it proposes to locate and hire vehicle drivers, mechanics, and other non-supervisory personnel to carry out the project successfully. The staffing plan shall identify and describe the number of vehicle operators, mechanics, dispatchers and any other personnel necessary to carry out the project. The Proposer shall submit a training plan to be used to ensure that the employees in each of the positions are properly trained in the

REQUEST FOR PROPOSAL
Contractor TO OPERATE A COMBINED 5311 TRANSPORTATION SERVICES
FOR RESIDENTS OF CRISP COUNTY

performance of their duties with emphasis on safety, Americans with Disabilities Act (ADA) requirements, and good customer service. A brief description of the proposed training content and schedule shall be included. In addition, the Proposer shall address refresher training including frequency and content. The proposal shall also include an overall project schedule including milestones and proposed completion dates. This project schedule shall identify and describe the key milestones and activities required to assure progress toward successful start-up and on-going implementation of the project.

H. Description of the Proposed Vehicle Maintenance Plan.

The Proposer shall describe its approach to vehicle maintenance that adheres to a detailed Vehicle Maintenance Plan that meets or exceeds the manufacturer's recommended service plan for vehicles being used as a part of the project. The Vehicle Maintenance Plan shall include how and where the maintenance/repair work is to be successfully completed (i.e. in-house vs. subcontracted) and details regarding the steps in the preventative maintenance program, including scheduled inspection intervals, maintenance program for preventative maintenance, and repair of vehicle accessories, such as wheelchair lifts and communications equipment, as well as a back-up vehicle and tow plan in the event of vehicle breakdown or failure to return to service.

I. Management, Operating and Equipment Costs.

Proposer shall submit a complete Cost Proposal Form (Exhibit D included within this RFP) that includes cost per trip based on the Crisp County's initial estimates of trips identified in this RFP. A trip is defined as any one-way trip by either a public rider or as part of a Purchase of Service (POS) contract. Proposer must fully complete, sign, and date the attached Cost Proposal Form. Proposers shall include all project costs as part of their completed Cost Proposal Form, including management and supervisory costs. Any deviations or exceptions made by a Proposer to the Cost Proposal Form not approved by the County in advance may render the Proposer's cost proposal as non-responsive.

J. FTA Certifications (Exhibit E).

The Proposer shall certify and sign Exhibit E and include them in his/her proposal.

REQUEST FOR PROPOSAL
Contractor TO OPERATE A COMBINED 5311 TRANSPORTATION SERVICES
FOR RESIDENTS OF CRISP COUNTY

7.. IDENTIFICATION REQUIREMENTS FOR PROPOSALS

PROPOSALS SHALL BE RECEIVED NO LATER THAN 2:00 PM, LOCAL TIME, JUNE 4, 2025 AT THE OFFICE OF:

Crisp County Board of Commissioners
Attn: Sherrie Leverett
210 South 7th. Street
Cordele, GA 31015
229-276-2673
sleverett@Crispcounty.com

The one original and four copies of the technical proposal and cost proposal must be submitted in separate sealed envelopes clearly marked to identify the contents. Each package or envelope containing proposals shall be properly identified as follows with the following information placed on the outside of the package or envelope:

Crisp County Board of Commissioners
Attn: Sherrie Leverett
210 South 7th. Street
Cordele, GA 31015
229-276-2673
sleverett@Crispcounty.com

One packet marked -Proposal for Transit Service Technical Proposal
One packet marked -Proposal for Transit Service Cost Proposal

It shall be the Proposer's responsibility to submit his/her proposal by the stated deadline. Proposals received after this date and time will not be accepted. Failure of express mail or package delivery services to deliver Proposer's information by the designated date and time will not be the responsibility of the County.

8. ADDENDUM



Any change in the conditions or terms of this RFP will be accomplished by written addendum sent to prospective Proposers and posted to the website. All such addenda shall become part of the proposal and resulting contract.

9. RIGHTS OF REJECTION

Crisp County BOC reserves the right to postpone the proposal opening date for its own convenience and to reject any or all proposals for any reason.

REQUEST FOR PROPOSAL
Contractor TO OPERATE A COMBINED 5311 TRANSPORTATION SERVICES
FOR RESIDENTS OF CRISP COUNTY

10. RESPONSIVE PROPOSALS

Crisp County BOC or its designee shall solely determine if each proposal is responsive. The responsiveness of each proposal shall be determined by its conformance to the scope of work, instructions to Proposers, legal requirements of the RFP, and the best interests of the County. Any proposal that fails to conform to the essential requirements of the RFP shall be deemed nonresponsive, and accordingly rejected.

11. RESPONSIBLE PROPOSERS

Crisp County BOC shall award a contract only to the responsible and responsive Proposer who possesses the highest potential to perform successfully under the terms and conditions of this RFP. Consideration shall be given to such matters as Proposer's integrity, qualifications of Proposer's staff, experience with similar projects, record of past performance, and accessibility to financial and technical resources. The Proposer shall affirmatively demonstrate its responsibility and, when necessary, the responsibility of any proposed Contractor. If information obtained by Crisp County BOC clearly indicates that the Proposer is not responsible and Crisp County BOC has doubts about the productive capacity, financial strength, or past performance of a Proposer which cannot be resolved affirmatively, a determination that the Proposer is non-responsible shall be rendered.

12. WITHDRAWING PROPOSALS

After proposals are opened by Crisp County, the Proposer may not withdraw proposals for 30 calendar days. However, prior to the date/time set for the proposal opening, proposals may be modified or withdrawn by the Proposer's authorized representative in person, or by written notice. If proposals are modified or withdrawn in person, the authorized representative shall make his/her identity known and shall sign a receipt for the proposal. Written notices shall be received by the County no later than the exact date and time for proposal opening.

REQUEST FOR PROPOSAL
Contractor TO OPERATE A COMBINED 5311 TRANSPORTATION SERVICES
FOR RESIDENTS OF CRISP COUNTY

13. BASIS OF EVALUATION AND CONTRACT AWARD

Proposals shall be scored by an evaluation committee consisting of County staff and/or their designee(s). The evaluation criteria for the proposals and associated point values are shown in Table 5.

Table 5: Proposal Evaluation Criteria and Points

| Evaluation Criteria | Maximum Points |
|--|----------------|
| Capability and experience of supervisory personnel to be assigned to the project | 20 |
| Capability and prior experience in transit systems, including the provision of flexible route deviation services, including services for disabled riders, in various sized communities | 20 |
| The adequacy and quality of the Proposer's vehicle maintenance program | 10 |
| Adequacy of financial, managerial, and technical resources to successfully carry out the required services and meet required service standards | 15 |
| Adequacy of Proposer's response to all other requirements, terms, and conditions of this Request for Proposals | 10 |
| Proposed Cost per Hour, Mile, Passenger Trip | 25 |
| TOTAL POINTS | 100 |

The Quality Level will be based on the following scoring method:

The Quality Level will be based on the following scoring method:

| Quality Level (Factors worth 25 points) | | Points Description |
|--|----|--|
| Excellent | 25 | Meets all requirements; reflects significant enhancements or strengths as compared to minimum levels of acceptability; few if any offsetting weaknesses. |
| Very Good | 20 | Meets all requirements; reflects some enhancements or strengths; few if any offsetting weaknesses. |

REQUEST FOR PROPOSAL
Contractor TO OPERATE A COMBINED 5311 TRANSPORTATION SERVICES
FOR RESIDENTS OF CRISP COUNTY

| | | |
|-----------|----|--|
| Good | 15 | Meets all requirements; strengths and weaknesses, if any, tend to offset one another equally. |
| Fair | 10 | May contain significant weaknesses, only partially offset by less pronounced strengths; should meet all minimum requirements, but some areas of doubt may exist. |
| Poor | 5 | Serious doubt exists about ability to meet minimum needs but may be sufficient; significant weaknesses throughout, offsetting strengths. |
| Deficient | 0 | Will not meet minimum needs. |

These definitions are not necessarily all-inclusive.

Crisp County BOC reserves the right to conduct initial evaluation of Proposer's response to the RFP and interview finalists prior to final scoring of proposals. Crisp County assumes no liability for any costs incurred by any individuals or firms responding to this RFP or participating in any interviews. Crisp County evaluation committee reserves the right to reject any or all proposals for any reason and to make its contract award to the Proposer offering the proposal in the overall best interest of the County.

14. COMMUNICATIONS WITH PROPOSERS

After release of this RFP, all communication must be in writing to Crisp County Board of Commissioners. The County's written response will be sent to all Proposers and prospective Proposers and posted to Crisp County website.

15. ERRORS IN PROPOSALS

Proposers or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and scope of work before submitting proposals. Failure to do so shall be at the Proposer's own risk and he/she cannot secure relief on the plea of errors.

16. PROTEST

A Proposer may protest an intent to award of contract by submitting their protest in writing to Crisp County Board of Commissioners and shall state the basis for the protest and the course of

REQUEST FOR PROPOSAL
Contractor TO OPERATE A COMBINED 5311 TRANSPORTATION SERVICES
FOR RESIDENTS OF CRISP COUNTY

action that the protesting party desires the County to take. A protest based upon restrictive specifications or other provisions of the RFP must be received by Crisp County Board of Commissioners at the address listed herein not later than seven (7) calendar days prior to the deadline set for receipt of proposals. A protest based upon any other grounds must be received by Crisp County Board of Commissioners at the address listed herein not later than seven (7) calendar days after the protesting party first became aware of, or reasonably should have become aware of, the notice, whichever is sooner.

If the protest does not meet these requirements, the Board of Commissioners may reject the protest or allow the protesting party a reasonable time to correct the deficiencies in the protest documentation. The Crisp County Board of Commissioners shall not be obligated to postpone a contract award in order to allow a Proposer to correct a deficient protest, unless otherwise required by law. Upon receipt of a properly submitted protest, The Crisp County Board of Commissioners shall review and protest and provide a written decision to the protesting party.

The Crisp County Board of Commissioners shall not be obliged to postpone selection or contract award pending resolution of a protest, unless otherwise required by law.

17. FINANCIAL STATEMENTS

Proposers may be requested to submit additional financial statements to demonstrate that the Proposer is financially responsible to receive the award.

18. TIMELY COMPLETION

All Proposers by virtue of submitting a proposal agree to meet the project schedule as outlined in this RFP.

19. ASSIGNMENT OF CONTRACT

This contract may not be assigned in whole or in part without the written consent of the Board of Commissioners.

20. SUBCONTRACTING

Subcontracting to other firms, corporations, partnerships, agencies, or individuals for the actual provision of transit service or vehicle maintenance is not allowed without the advanced written approval of Crisp County Board of Commissioners

21. APPLICABLE LAW AND VENUE

The work performed by the successful Proposer in response to this RFP shall be in compliance

REQUEST FOR PROPOSAL
Contractor TO OPERATE A COMBINED 5311 TRANSPORTATION SERVICES
FOR RESIDENTS OF CRISP COUNTY

with all applicable federal, state, and local laws and their respective rules and regulations. The successful proposer shall ensure that all applicable federal requirements shall flow down to any subrecipients or subcontractor. This compliance shall be at the successful Proposer's expense. Venue for any legal action arising out of the resulting contract and between the parties hereto shall be exclusively in Crisp County.

22. INDEMNIFICATION

The selected firm shall indemnify and hold harmless the County, as well as any of its agents, officials, and employees, from all claims, demands, actions, liabilities, losses, suits, judgments, costs, and expenses, which may directly or indirectly arise from, or be incurred as a result of the firm's acts or omissions, including acts of omissions of its employees, servants, and agents. The County will give prompt notice of any suits or claims instituted and will give all needed information to the firm for defending itself through counsel.

23. REQUIRED CERTIFICATIONS

All Proposers shall complete and submit the certifications (see Exhibits E and F) included herein and incorporated into this RFP.

24. RIGHT TO ADJUST COST

If the County determines during the life of the contract that data submitted by the Contractor/bidder is not current, incomplete, or is inaccurate, the County and Contractor shall negotiate a mutually agreeable adjustment in cost.

25. CONTRACT CHANGE ORDERS

Written Change Orders: Oral change orders are not permitted. No change in this contract shall be made unless the County gives prior written approval. The Contractor shall be liable for all costs resulting from, and/or for satisfactorily correcting, any specification changes not properly approved by written notice.

Change Order Procedure: Within thirty (30) calendar days after receipt of a written change order request, the Contractor shall submit a detailed price and schedule proposal for the work to be performed. The proposal shall be accepted or modified by negotiations between the Contractor and the County. At that time both parties shall execute a detailed agreement in writing.

26. FORM OF AGREEMENT

The agreement between Crisp County Board of Commissioners and the successful Proposer will be in form of a contract agreement and shall incorporate the scope of services and

REQUEST FOR PROPOSAL
Contractor TO OPERATE A COMBINED 5311 TRANSPORTATION SERVICES
FOR RESIDENTS OF CRISP COUNTY

responsibilities of the Contractor as well as the required clauses listed in Exhibit G:

27. CONFLICTS OF INTEREST

These policies shall apply to Crisp County employees involved in procurement. It is a breach of ethical standards for any Crisp County employee to participate directly or indirectly in a procurement when the employee knows:

- The employee or any member of the employee's immediate family has a financial interest pertaining to the procurement;
- A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement; or
- Any other person, business, or organization with whom the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

In addition, any persons acting as members of an evaluation committee for any procurement shall, for the purposes of the procurement, be bound by the conditions of this Section. Throughout the bid/proposal evaluation process and subsequent contract negotiations, offerors shall not discuss or seek specific information about this procurement, including but not limited to, the contents of submissions, the evaluation process, or the contract negotiations, with members of any evaluation committee, governing board, or other Crisp County employees other than the designated Procurement Officer.

EXHIBIT A

Daily Revenue Service Hours (RSH) and Revenue Service Miles (RSM) – (must be completed by subrecipient)

EXAMPLE

| <u>Route #</u> | <u>RSH Weekday</u> | <u>RSH Weekend</u> | <u>RSM Weekday</u> | <u>RSM Weekend</u> |
|-----------------|------------------------|------------------------|------------------------|------------------------|
| Fixed Route 1 | 17.5 | 17.5 | 250 | 250 |
| Fixed Route 2 | 17.5 | 17.5 | 340 | 340 |
| Fixed Route 3 | 17.5 | 17.5 | 362 | 362 |
| Paratransit | 12 | 12 | 285 | 250 |
| Paratransit | 12 | 8 | 330 | 280 |
| Demand Response | 8 | 8 | 185 | 160 |
| Demand Response | 8 | 8 | 230 | 200 |
| Demand Response | 8 | | | |
| Demand Response | 8 | | | |
| Demand Response | 8 | | | |
| Demand Response | 8 | | | |
| Demand Response | 8 | | | |
| Demand Response | 8 | | | |
| Demand Response | 8 | | | |
| Demand Response | 8 | | | |
| Demand Response | 8 | | | |
| Demand Response | 8 | | | |
| Demand Response | 8 | | | |
| | | | | |
| Total Per day | 172.5 | 88.5 | 1982.0 | 1842.0 |

EXHIBIT B

Transit System Routes and Service Information

(Subrecipient must add system route information and brochures in this section)

(Insert Route, Brochure, and Ride Guide information here)

EXHIBIT C

REQUEST FOR DEVIATIONS, APPROVED EQUALS, OR EXCEPTIONS FORM

_____(subrecipient)

_____(Transit Service) SERVICE

PROPOSAL

RFP SECTION NO.: _____ DATE OF REQUEST: _____

RFP TITLE: _____ PAGE ____ OF ____

DESCRIPTION OF REQUEST FOR DEVIATION, APPROVED EQUAL OR EXCEPTION:

Approved: _____

Denied: _____

Comments: _____

Signature: _____ Date: _____

Title: _____

EXHIBIT D – COST PROPOSAL FORM

Proposer's Cost per Trip

| | Year One | Year Two | Year Three (Option 1) | Year Four (Option 2) | Year Five (Option 3) | Year Six (Option 4) | Year Seven (Option 5) |
|---|----------|----------|---------------------------|-------------------------|-------------------------|------------------------|--------------------------|
| <i>Cost per Revenue Service Trips</i> | | | | | | | |
| <i>Cost per Revenue Service Mile</i> | | | | | | | |
| <i>Cost per Passenger Trip</i> | | | | | | | |

Signature: _____

Printed Name: _____

Title: _____

Company/Firm: _____

Date: _____

NOTE: Cost proposal form shall be accompanied by supporting financial documents to support proposed unit cost rate for cost per revenue service hour, cost per revenue service mile, and cost per passenger trip.

Exhibit E

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

Instructions for Certification

1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the county may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the County if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29].
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the County.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, the County may pursue available remedies including suspension and/or debarment.

"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction"

(1) The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

Exhibit F

Appendix A, 49 CRF PART 20 – CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned Contractor certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

Exhibit G Required Clauses

1. ACCESS TO RECORDS AND REPORTS

- a. **Record Retention.** The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, subcontracts, leases, subcontracts, arrangements, other third-party Contracts of any type, and supporting materials related to those records consistent with the requirements of 2 CFR § 200.334.
- b. **Retention Period.** The Contractor agrees to comply with the record retention requirements in accordance with 2 CFR § 200.337. The 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 records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- c. **Access to Records.** The Contractor agrees to provide sufficient access to FTA, the County, and any of its agents or contractors to inspect and audit records and information related to the performance of this contract pursuant to 2 CFR § 200.337.
- d. **Access to the Sites of Performance.** The Contractor agrees to permit FTA and its contractor's access to the sites of performance under this contract as reasonably may be required.

2. AMERICANS WITH DISABILITIES ACT (ADA)

The contractor agrees to comply with the requirements of the Americans with Disabilities Act which states the Federal policy that the elderly and persons with disabilities have the same right 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. The contractor also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and

all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

3. BUY AMERICA REQUIREMENTS

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR § 661 and 2 CFR § 200.322 Domestic preferences for procurements, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C), 49 U.S.C. § 5323(u) and 49 CFR § 661.11.

In the event the contractor is asked to assist the County in the procurement of rolling stock subject to this part, the contractor must submit to the County the appropriate Buy America certification.

4. CARGO PREFERENCE REQUIREMENTS

The contractor agrees to:

- a. Use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.
- b. Furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the County (through the contractor in the case of a subcontractor's bill-of-lading.).

- c. Include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

5. CHARTER SERVICE

The contractor agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 CFR. part 604, which provides that the County and its subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if at least one private charter operator is willing and able to provide the service, except as permitted under:

- a. Federal transit laws, specifically 49 U.S.C. § 5323(d);
- b. FTA regulations, "Charter Service," 49 CFR part 604;
- c. Any other federal Charter Service regulations; or
- d. Federal guidance, except as FTA determines otherwise in writing.

The contractor agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

- a. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;
- b. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or
- c. Any other appropriate remedy that may apply.

The contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

6. CIVIL RIGHTS LAWS AND REGULATIONS

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

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

- (1) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332,

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

- (2) **Prohibition against Employment Discrimination.** Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.
- b. **Nondiscrimination on the Basis of Sex.** Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR § 25 prohibit discrimination on the basis of sex.
- c. **Nondiscrimination on the Basis of Age.** The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 CFR § 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.
- d. **Federal Protections for Individuals with Disabilities.** The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third-party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Civil Rights and Equal Opportunity

The County is an Equal Opportunity Employer. As such, the County agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the County agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

- a. **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- b. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- c. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA may issue.
- d. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- e. **Promoting Free Speech and Religious Liberty.** The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

7. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

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

Clean Air Act

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

Federal Water Pollution Control Act

- a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the County, Federal Emergency Management, and the appropriate Environmental Protection Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.”

8. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

Compliance with the Contract Work Hours and Safety Standards Act

- a. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or territory, to such District or such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$10 for each calendar day on which

such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

- c. Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.
- d. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.”

9. DAVIS BACON ACT AND COPELAND ANTI-KICKBACK ACT

- a. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- b. The County will provide a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The County must report all suspected or reported violations to the Federal awarding County.

Compliance with the Copeland Anti-Kickback Act

- a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 CFR. § 3 as may be applicable, which are incorporated by reference into

this contract.

- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FTA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 CFR § 5.12.

10. DEBARMENT AND SUSPENSION

- a. Applicability: This requirement applies to all FTA grant and cooperative agreement programs for a contract in the amount of at least \$25,000.
 - (1) This contract is a covered transaction for purposes of 2 CFR § 180. As such the County is required to verify that none of its contractors, its principals (defined at 2 CFR § 180.995), or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).
 - (2) The accompanying certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 CFR § 180, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- b. The bidder or proposer agrees to comply with the requirements of 2 CFR § 180, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower-tier covered transactions.

11. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

It is the policy of the County and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises (DBEs), as defined herein and in the Federal regulations published at 49 CFR § 26, shall have an equal opportunity to participate in DOT-assisted contracts.

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

- Withholding monthly progress payments
- Assessing sanctions
- Liquidated damages
- Disqualifying the contractor from future bidding as non-responsible

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the County makes to the prime contractor.

Finally, for contracts with defined DBE contract goals, the County must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the County's written consent; and that, unless the County's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

12. ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

13. EQUAL EMPLOYMENT OPPORTUNITY

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

- a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- d. The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the County contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

- f. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting County and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

14. FEDERAL CHANGES

Federal requirements that apply to the County or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the County's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and applicable changes to those federal requirements will apply to each Third-Party Agreement and parties thereto at any tier.

1. FLY AMERICA

a. Definitions. As used in this clause—

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

- b. When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, County, and others to use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.
- c. If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.
- d. In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

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

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

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

2. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

3. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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

4. NOTIFICATION TO FTA

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

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

- c. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.
- d. The County must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for Region IV, if the County has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the County and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the County. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative County, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the County.

5. PRE-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES

The contractor agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 CFR § 663. The Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. The Contractor agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 CFR § 663 and related FTA guidance.

6. PROCUREMENT OF RECOVERED MATERIALS

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

- (1) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - (2) Meeting contract performance requirements; or
 - (3) At a reasonable price.
- b. The County and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- c. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines website at <https://www.ecfr.gov/current/title-40/part-247>.

7. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the 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 the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a

contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be codified, except to identify the subcontractor who will be subject to the provisions.

8. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

a. The County and its subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

- b. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

9. PROMPT PAYMENT

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

The contractor must promptly notify the County, 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 the prior written consent of the County.

10. PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS

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

- a. U.S. DOL Certification. Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by
- b. U.S. DOL is a condition of the Contract.
- c. Special Warranty. When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the

Contract.

- (1) Special Arrangements. The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

11. RESTRICTIONS ON LOBBYING

- a. Pursuant to 2 CFR § 20.100, the contractor must certify, on forms provided by the County, that no appropriated funds may be expended by the contractor participating in a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any County, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. Each person who requests or receives from the County a Federal contract, grant, loan, or cooperative agreement shall file with that County a certification, set forth in appendix A, that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.
- c. Each person who requests or receives from the County a Federal contract, grant, loan, or a cooperative agreement shall file with that County a disclosure form, set forth in Attachment C, if such person has made or has agreed to make any payment using non-appropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.
- d. Each person who requests or receives from the County a commitment providing for the United States to insure or guarantee a loan shall file with the County a statement, set forth in Attachment C, whether that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of the County, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.

- e. Each person who requests or receives from the County a commitment providing for the United States to insure or guarantee a loan shall file with that County a disclosure form, set forth in Attachment C, if that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of the County, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.

12. SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use

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

Distracted Driving

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

13. SCHOOL BUS OPERATIONS

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

- a. Federal transit laws, specifically 49 U.S.C. § 5323(f)
- b. FTA regulations, "School Bus Operations," 49 CFR § 605
- c. Any other Federal school bus regulations
- d. Federal guidance, except as FTA determines otherwise in writing

If the contractor violates these terms, FTA may:

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

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

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

14. SEISMIC SAFETY

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in the Department of Transportation (DOT) Seismic Safety Regulations 49 CFR § 41 and will certify compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract, including work performed by a subcontractor, complies with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.

15. SUBSTANCE ABUSE REQUIREMENTS

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

16. TERMINATION

Termination for Convenience (General Provision)

The County may terminate this contract, in whole or in part, at any time by

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

Termination for Convenience

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

Termination for Default

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

If this contract is terminated while the Contractor has possession of County goods, the Contractor shall, upon the direction of the County, protect and preserve the goods until surrendered to the County or its agent. The Contractor and the County shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

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

Opportunity to Cure

The County, in its sole discretion, may, in the case of a termination for breach or default, allow the Contractor 60 days in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate

conditions shall apply.

If the Contractor fails to remedy to the County's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the period specified in the Notice of Termination, after receipt by Contractor of written notice from the County setting forth the nature of said breach or default, the County 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 County from also pursuing all available remedies against the Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

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

17. VETERANS HIRING PREFERENCE

Recipients of Federal financial assistance shall ensure that contractors working on a capital project funded using such assistance give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would 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.

18. VIOLATION AND BREACH OF CONTRACT

Rights and Remedies of the County

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

- a. The right to take over and complete the work or any part thereof as the County

- for and at the expense of the Contractor, either directly or through other contractors;
- b. The right to cancel this Contract as to any or all of the work yet to be performed;
 - c. The right to specific performance, an injunction or any other appropriate equitable remedy;
and
 - d. The right to money damages.

For purposes of this Contract, a breach shall include:

Rights and Remedies of Contractor

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

Remedies

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

Disputes

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

In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section,

or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the Authority acted in an arbitrary, capricious or grossly erroneous manner.

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

Performance during Dispute

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

Claims for Damages

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

Remedies

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

Rights and Remedies

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

Attachment C.

**Required Certifications Applicable to
This Solicitation and Contract**

Federal Certifications

CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, _____ hereby certify
(Name and title of official)

On behalf of _____ that:
(Name of Bidder/Company Name)

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

Name of Bidder/Company Name: _____

Type or print name: _____

Signature of authorized representative: _____ Date _____ / _____ / _____

GOVERNMENTWIDE DEBARMENT AND SUSPENSION

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, 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. 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 the 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
3. Requires the consent of a federal official

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:
 - (i) Debarred from participation in its federally funded Project,
 - (ii) Suspended from participation in its federally funded Project,
 - (iii) Proposed for debarment from participation in its federally funded Project,
 - (iv) Declared ineligible to participate in its federally funded Project,
 - (v) Voluntarily excluded from participation in its federally funded Project, or
 - (vi) Disqualified from participation in its federally funded Project, and
3. It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first-tier Subrecipients or its ThirdParty Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

(3) It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first-tier Subrecipients or its ThirdParty 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: _____

Exhibit H

Invoice Template

| Quantity | Description | Account Code | Unit Price | Total |
|----------|-------------|--------------|------------|-------|
| | | | | |
| | | | | |
| | | | | |

| | |
|----------|--|
| Subtotal | |
|----------|--|

| | |
|-----------|--|
| USD Total | |
|-----------|--|

Exhibit I Unit Cost Support Example

| | | RFP Budget Sheet - Passenger Trip Unit Rate | | | | | | | |
|--------------------------------|-----------------------|---|-------------|-------------|-------------|-------------|-------------|-------------|------------|
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| PASSENGER TRIPS | | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | |
| Demand Response | | | | | | | | | |
| Deviated Fixed Route | | | | | | | | | |
| TOTAL TRIPS | | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | |
| | | | | | | | | | |
| EXPENSE CATEGORY | | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | |
| LABOR | # of Positions | | | | | | | | |
| Management/Admin. Clerk | | | | | | | | | |
| Dispatchers/Schedulers/Routers | | | | | | | | | |
| Drivers | | | | | | | | | |
| Maintenance | | | | | | | | | |
| Janitorial | | | | | | | | | |
| Other (explain) | | | | | | | | | |
| | | | | | | | | | |
| Subtotal: | | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| | | | | | | | | | |

| FRINGE BENEFITS | | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 |
|---|--|------|------|------|------|------|------|------|
| Fringe Benefits | | | | | | | | |
| Subtotal: | | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| | | | | | | | | |
| MATERIALS & SUPPLIES | | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 |
| Fuel & Lubricants | | | | | | | | |
| Tires & Tubes | | | | | | | | |
| Office Supplies | | | | | | | | |
| Vehicle Parts & Supplies | | | | | | | | |
| Communications (Radios, etc) | | | | | | | | |
| Uniforms | | | | | | | | |
| Other (explain) | | | | | | | | |
| Subtotal: | | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| | | | | | | | | |
| INSURANCE | | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 |
| Insurance | | | | | | | | |
| Subtotal: | | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| | | | | | | | | |
| MISCELLANEOUS | | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 |
| Drug & Alcohol Testing, Physicals, Vaccines | | | | | | | | |
| Accounting (Payroll, Etc) | | | | | | | | |
| Start - Up Expenses | | | | | | | | |
| Proposal Bond | | | | | | | | |
| Profit | | | | | | | | |
| Operating Taxes & Licensing | | | | | | | | |
| Staff Training | | | | | | | | |
| Other (Explain) | | | | | | | | |
| Subtotal: | | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| | | | | | | | | |
| LEASE AND RENTALS | | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 |
| Vehicles | | | | | | | | |
| Office Equipment | | | | | | | | |
| Garage Equipment | | | | | | | | |
| Other (Explain) | | | | | | | | |
| Subtotal: | | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| | | | | | | | | |

Attachment 1

Vehicle Inventory

[illegible]

