**Central Oregon Intergovernmental Council**
**Request for Proposals (RFP)**
**For**
**Vanpool Services**
**RFP Number: CET 26-02**

# RFP Title: Coordinated Health Services Transportation Plan

## RFP Number: CET 26-02

Issuer
**Central Oregon Intergovernmental Council**
**1250 NE Bear Creek Rd**
**Bend, Oregon 97701**

| | |
|---|---|
| Issuance | June 3, 2026 |
| Deadline for Questions, Requests for Clarification, etc. | June 17, 2026 |
| Proposal Submission Deadline | July 15, 2026 |
| Expected Notice of Intent to Award | August 14, 2026 |
| Response Submission | via email |
| Contact, Questions, and Submissions | khowell@coic.org |

**DESCRIPTION OF WORK**:

The Central Oregon Intergovernmental Council, hereinafter referred to as "COIC," is soliciting proposals to develop and support an update to the existing 2018 Central Oregon Coordinated Human Services Transportation Plan (CHSTP) update for the Cascades East Transit (CET) service area. COIC, the operator of CET, seeks a qualified consultant or provider with demonstrated experience in public transportation planning, stakeholder engagement, human services coordination, and mobility strategies to deliver a comprehensive, actionable, and regionally responsive update to the existing CHSTP.

This solicitation will support the evaluation, coordination, and enhancement of transportation services for seniors, individuals with disabilities, low-income populations, and other transportation-disadvantaged communities throughout the CET service area. The primary objective of this solicitation is to produce a CHSTP that identifies regional mobility needs, existing transportation resources, service gaps, and strategies to improve coordination among public transit providers, human service agencies, healthcare organizations, local governments, tribal entities, and community stakeholders.

The selected PROPOSER will be responsible for conducting stakeholder outreach and public engagement, analyzing demographic and transportation data, facilitating coordination efforts, identifying funding opportunities, and developing prioritized strategies and implementation recommendations consistent with applicable state and federal guidance. PROPOSERS also should demonstrate how the previously adopted plan information, which remains relevant, can be used to inform the updated plan. PROPOSERS may also offer additional services or innovative approaches that enhance regional mobility coordination and long-term program effectiveness.

Funding for this project comes from a variety of sources, including the State of Oregon and the Federal Transit Administration (FTA).

**PROPOSAL VALIDITY PERIOD**: Sixty (60) days after Proposal Submission Deadline date.

This Request for Proposals (RFP) was published on June 3, 2026, and may be accessed at the following website: https://www.coic.org/open-procurements/. This document must be viewed electronically to access files, forms, provisions, or other documents provided via hyperlinks within this RFP or as separate documents listed with the RFP on the website above.

**Modifications or Addenda.** Any modifications to this RFP or addenda pertaining to this RFP will be published on the https://www.coic.org/open-procurements/ website, and all PROPOSERS are responsible for periodically checking this website for any relevant updates prior to submission of the proposal.

**Accessibility.** Cascades East Transit and the Central Oregon Intergovernmental Council are committed to complying with all statutory requirements to ensure that information is provided in a way that is more accessible to people with disabilities, as required by Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and 36 C.F.R. 1194 Appendix A. This includes information regarding the solicitation process. Please email the contact and questions address in order to request a reasonable accommodation for access due to a disability to information related to this solicitation or the solicitation process, or both. Accommodation requests must be received three (3) business days prior to the Proposal Submission Deadline.

Cascades East Transit and the Central Oregon Intergovernmental Council, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252. 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all PROPOSERS that it will affirmatively ensure that all business enterprises will be afforded full opportunity to submit proposals in response to this solicitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award.

COIC

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COIC

## Section 1: PROPOSAL REQUIREMENTS AND CONDITIONS

1.1 COIC reserves the right to make changes to the solicitation. All changes to the RFP, prior to receipt of proposals, shall be made by an addendum to the RFP, which shall be made available to all firms that have registered for this RFP via the contact information provided in Section 1.2. Following receipt of proposals, any changes to COIC's RFP will be posted to the website by COIC to those PROPOSERS determined to be in the competitive range.

1.2 PROPOSERS must register for written communication about this RFP, submit questions, request clarification, request equal substitutions, or request a change to the RFP no later than the Deadline to Submit Questions, Request for Clarification, Request for Changes, Request for Approved Equals by emailing a written request to Kimberly Howell, COIC Executive Coordinator, at khowell@coic.org. The request shall specify the provision of the RFP in question, and, if a change is requested, contain an explanation for the requested change. COIC may decline to respond to questions or change requests received after the Deadline to Submit Questions, Request for Clarification, Request for Changes, or Request for Approved Equals.

1.3 COIC shall evaluate any question or request submitted but reserves the right to determine whether to respond or accept the requested change. PROPOSERS shall not rely on oral or written representations regarding this RFP unless issued in writing as an addendum by Kimberly Howell, COIC Executive Coordinator.

1.4 PROPOSERS are cautioned that until submission of their proposal, they may have contact with only the COIC representative designated in writing within this RFP. Discussions or communications in any capacity with COIC Managers, COIC employees, other PROPOSERS, or members of the Board of Directors are strictly prohibited. Any violation of this restriction may result in the disqualification of the PROPOSER from further participation in this procurement and from award of any contract or subcontract under this solicitation.

1.5 Paragraph headings and other titles used in this solicitation are for convenience only and are not to be used for interpretation.

1.6 COIC reserves the right to analyze, examine, and interpret any proposal for a period of no more than sixty (60) days, commencing from the Proposal Submission Deadline. Proposals shall not be conditioned to allow for less than a sixty (60) day acceptance period.

1.7 A proposal is late if COIC receives it after the deadline stated in this RFP for the delivery of proposals. A proposal shall be deemed received by COIC when the COIC Executive Coordinator has received the email. Delays due to technical issues, including but not limited to COIC's internal email handling, will not excuse late delivery of a proposal.

1.8 A PROPOSER may submit more than one proposal. Each proposal must be submitted separately, and each shall be complete in all respects. COIC will evaluate each area of each proposal without reference to other proposals submitted by the same PROPOSER. If more than one proposal falls

within the competitive range, COIC may negotiate with the PROPOSER regarding all of them simultaneously.

1.9 COIC reserves the right to award portions of this procurement opportunity to separate PROPOSERS if it is in its interest to do so.

1.10 COIC reserves the right to cancel this solicitation at any time without liability prior to execution of a contract by COIC.

1.11 COIC reserves the right to waive minor irregularities and omissions if the best interest of COIC will be served by doing so. If any proposal indicates minor noncompliance or variance with the RFP, COIC may, but need not, request that the proposal be supplemented. If requested, the PROPOSER may submit a supplement to the proposal responsive to such a request within the time period established in such request, which COIC will receive and evaluate in conjunction with the proposal. Supplements shall not be considered to be Best and Final Offers unless so indicated.

1.12 PROPOSER shall promptly notify the COIC Executive Coordinator in the manner described in Section 1.2 of any ambiguity, inconsistency, or error, which they discover upon examination of this solicitation.

1.13 If this contract is funded in part by the Deschutes County's 5310 2022-2024 Discretionary Fund or the Statewide Transportation Improvement Fund (STIF) Plan, PROPOSER will comply with the guidelines established by Oregon Revised Statutes (ORS) 391.800 and 391.830 and Oregon Administrative Rules (OAR) Chapter 732.

1.14 Prior to award of any contract as a result of this solicitation, COIC, at its sole discretion, may perform, or have performed, a pre-award accounting system review to ascertain the PROPOSER's ability to accurately accumulate and bill program costs under any resulting contract. COIC shall be responsible for only its own costs associated with the pre-award accounting system review. The PROPOSER, by submission of a proposal, agrees to assist COIC or its designated representative(s) in performing the pre-award accounting system review.

1.15 Whenever a particular make of material is shown or specified herein, such make of material shall be regarded as a standard. Any other make of material will be accepted, upon COIC's Executive Coordinator's approval, which is comparably equal to or better than, that specified in formulation, quality, quantity, workmanship, economy in operation, and suitability for the purpose intended.

1.16 PROPOSER may seek administrative remedies under Cascades East Transit Procurement Protest Procedures shown in Exhibit H ("CET Procurement Protest Procedure").

1.17 By submitting a proposal, PROPOSERS certify that they have all requisite authority to perform the work solicited herein.

1.18 COIC shall not, in any event, be liable for any pre-contractual expenses incurred by PROPOSER in the preparation of a proposal. Pre-contractual expenses are defined as expenses incurred by the

PROPOSER in: (i) preparing its proposal in response to the RFP; (ii) submitting the proposal to COIC; (iii) negotiating any matter related to this proposal with COIC; (iv) PROPOSER staff time involved in pre-award accounting system review; or (v) any other expenses incurred by the PROPOSER prior to the date of award, if any, of the proposed contract.

1.19 The following schedule is provided for informational purposes only and is subject to change.

| | |
|---|---|
| Issuance | June 3, 2026 |
| Deadline to Submit Questions, Request for Clarification, Request for Changes, Request for Approved Equals | June 17, 2026 |
| Response Deadline for Questions and Requests as Addendum | June 24, 2026 |
| Proposal Submission Deadline | July 15, 2026 |
| Proposal Evaluation | August 4, 2026 |
| PROPOSER Selection | August 12, 2026 |
| Expected Notice of Intent to Award | August 14, 2026 |
| Contract Award | August 28, 2026 |

1.20 Submission Procedure: Proposals must be submitted in PDF format only via email to Kimberly Howell, khowell@coic.org. Submissions must be timestamped as received no later than the Proposal Submission Deadline. Proposals received after the time and date specified in the RFP will not be accepted for consideration. Submission emails must include in the subject line the PROPOSER name and the RFP number.

1.21 Proposers must submit, at a minimum:

1.21.1 A completed copy of each of the Attachments:

- Attachment 1: Vendor Questionnaire
- Attachment 2: Price Proposal Form
- Attachment 3: Delivery Schedule

1.21.2 A completed copy of each of the following Exhibits:

- Exhibit A: Form for proposal Deviation (but only if the Proposer has any deviations from the requirements)
- Exhibit B: Update to Central Oregon Coordinated Human Services Transportation Plan – 2018
- Exhibit F: Substance Abuse and Testing Policy Statement
- Exhibit G: Affadavit of Non-Collusion
- Exhibit I: Receipt of Addenda
- Exhibit J: Formal Offer Signature Sheet

1.22 Proposals shall be prepared simply and economically, providing a straightforward, concise description of the PROPOSER's capabilities to satisfy the requirements of the RFP. Submission of technical literature, display charts, or other supplemental materials is the responsibility and within the discretion of the PROPOSER. Unnecessarily elaborate submissions beyond those sufficient to present a complete and effective response to this solicitation are neither necessary nor required. PROPOSERS are cautioned not to minimize the importance of an adequate response in any area.

1.23 COIC shall evaluate proposals for award purposes by including the total price for the basic requirement together with any option pricing (i.e., option pricing) will be included in the evaluation for award purposes. Optional items shall not necessarily be purchased under this solicitation.

1.24 The responsibility for submission of the proposal to COIC on or before the Proposal Submission Deadline will be solely and strictly the responsibility of the PROPOSER. COIC will in no way be responsible for delays in the internet or delay by other occurrences or means of delivery.

1.25 Evaluation Procedure: Proposals properly submitted and received will be opened immediately following the time proposals are due. Proposals will not be publicly opened. Any proposal or modification received after the Proposal Submission Deadline will not be opened or considered.

1.26 Shortlist Procedure: COIC reserves the right, at its sole discretion, to conduct one or more rounds of interviews, presentations, or discussions with shortlisted respondents as part of the evaluation process. Participation in such interviews may be used to clarify proposals, assess qualifications, and support the final selection decision. The organization is not obligated to conduct interviews and may make an award based solely on written submissions.

1.27 Ownership of Proposals: All proposals submitted in response to this solicitation shall become the property of COIC and may be utilized in any manner and for any lawful purpose by COIC. Be advised that proposals and all documents submitted in response to this RFP are subject to public disclosure as required by applicable state and/or federal laws. Any information submitted with a proposal that is confidential, proprietary, or otherwise protected from public disclosure, submit those materials as a separate PDF and (i) clearly identify all such document as confidential or proprietary in the file name; (ii) include a red cover page labeling the PDF as confidential or proprietary; and (iii) each page must provide as follows: "Not Subject to Public Disclosure" in either the header or footer, or both. Where authorized by law, and at its sole discretion, all materials submitted with regard to this RFP become the property of COIC and may be returned only at COIC's option.

1.28 It is the responsibility of the PROPOSER to review the RFP documents carefully to determine the applicability and cost for any Local, City, County, State, Franchise or Income taxes, tariffs, fees, business licenses and special taxes, or licenses that will need to be paid and/or purchased by the successful PROPOSER as part of the performance of this contract or option of this contract. The

PROPOSER is responsible for ascertaining and paying the taxes when due. The total proposed price shall include compensation for all taxes the PROPOSER is required to pay by laws in effect on the Proposal Submission Deadline.

COIC

## Section 2: PROPOSAL EVALUATION AND AWARD

2.1 COIC will award this contract based on the responsiveness of the actual proposals received to the requirements established in the RFP, considering qualifications, experience, resources, proposed services, PROPOSERS' past record of performance, and other relevant factors, as well as responses received from references, interviews, post-RFP submissions, and follow-up questions, if any. Each proposal will be evaluated by COIC's evaluation committee on the basis of the process and scoring established in Section 2.4. Based upon evaluation of the submitted proposals, the evaluation committee may choose to conduct further interviews or discussions with two or more proposers with the highest-scored proposals, as described in Section 2.5.6. Any Interviews may include a requirement for a presentation by the proposer and questions from COIC regarding the proposal and services to be provided. Specific criteria for selection interviews, if any, will be distributed at the time interviews are scheduled.

2.2 Proposals shall be prepared simply and economically, providing a straightforward, concise description of the PROPOSER's capabilities to satisfy the requirements of the RFP. Submission of technical literature, display charts, or other supplemental materials is the responsibility and within the discretion of the PROPOSER.

2.2.1 PROPOSERS are cautioned not to minimize the importance of an adequate response in any area.

2.2.2 Technical proposal documents shall be sectionalized with titles matching the evaluation criteria categories described in Section 2.4.

2.3 COIC will consider all of the PROPOSER's materials to determine whether the PROPOSER's proposal complies with the terms and conditions set forth in this RFP. PROPOSERS must submit all required information in the manner described, unless otherwise waived by COIC, in order for the Proposal to be considered responsive. Any exceptions, conditions, substitutions of equals, reservations or understandings that are explicitly stated on the required form "Form for Proposal Deviation" in Exhibit A will be evaluated for their acceptability. Unacceptable exceptions, conditions, substitutions of equals, reservations or understandings, if not withdrawn by the PROPOSER upon request by COIC, would be cause for the proposal to be rejected.

2.4 Proposal evaluation and scoring will be based on the following criteria:

| Section | Possible Points |
|---|---|
| Program Design, Methodology, and Approach | 35 |
| Marketing and Outreach Plan | 10 |
| Data Management, Recordkeeping, and Reporting | 10 |
| PROPOSER Experience and References | 25 |
| **SUBTOTAL** | |
| Cost Competitiveness and Value | 20 |
| **TOTAL** | **100** |

2.5 **Evaluation Procedure**

2.5.1 An Evaluation Committee will be appointed by the Transportation Director or designee to evaluate proposals.

2.5.2 The Evaluation Committee shall review, score, and rank the combination of Proposals and Virtual Demonstration/Interviews according to the Scoring Criteria set forth in Section 2.4. The Evaluation Committee shall then recommend contract award to the responsive, responsible PROPOSER submitting the proposal, meeting the minimum requirements, deemed the best value to COIC by the Evaluation Committee. Proposal must address each of the items listed in this section and all other requirements set forth in this RFP. PROPOSER shall describe the Goods to be provided or the Services to be performed or both. A Proposal that merely offers to provide the Goods or Services as stated in this RFP may be considered non-Responsive to this RFP and will not be considered further.

2.5.3 Only those proposals that meet the technical specifications provided herein, with acceptable deviations, will be considered for award. An initial screening of proposals for responsiveness, and to verify that minimum COIC requirements are met will be undertaken, COIC will reject as non-responsive any proposal that does not include all required documents or meet the minimum requirements, and no further evaluation of non-responsive proposals will be performed. COIC may reject any proposal not in compliance with the proposal procedures set forth in this RFP or Oregon law and may reject for good cause any and all proposals upon COIC's finding that it is in the public interest to do so.

2.5.4 The successful PROPOSER must equal or exceed the General Standards of Bidder Responsibility criteria set forth in Exhibit C and be able to show evidence of background of such. COIC, in its sole discretion, shall determine whether PROPOSER is a “Responsible Bidder” and meets the standards set forth in ORS 279B.110 and ORS 279B.130. COIC reserves the right to investigate the qualifications of all PROPOSERS under consideration and to confirm any part of the information furnished by a PROPOSER, or to require other evidence of managerial, financial, or technical capabilities considered necessary for the successful performance of the work. The committee shall evaluate and score responsive proposals based on the Proposal Evaluation Criteria described in Section 2.4. The committee shall then determine whether acceptance of the most favorable initial proposal without discussion is appropriate, or whether discussion should be conducted with all responsive PROPOSERS.

2.5.5 COIC reserves the right to make changes to the solicitation during discussions or negotiations. In evaluating the proposals and selecting a contractor, COIC reserves the rights to: (i) reject any and all proposals; (ii) issue subsequent RFPs for the same or similar goods or services; (iii) not award a contract for the requested services; (iv) award multiple contracts if necessary to achieve the objective of the RFP; (v) waive any irregularities or informalities; (vi) accept the proposal which COIC deems to be the most beneficial to COIC and its constituent agencies; (vii) negotiate with any PROPOSER to further amend, modify,

redefine, or delineate its proposal; (viii) negotiate and accept, without re-advertising, the proposal of the next-highest scored PROPOSER, in the event that a contract cannot be successfully negotiated with the selected PROPOSER; (ix) further question any PROPOSER to substantiate claims of experience, background knowledge, and ability. Any changes to the RFP shall be distributed to all responsive PROPOSERS.

2.5.6 **Follow-Up Questions and Discussions**

2.5.6.1 COIC reserves the right to seek clarification as needed to understand the PROPOSER's Proposal.

2.5.6.2 If the committee elects to enter into discussions with responsive PROPOSERS, each responsive PROPOSER will be allowed to submit a final supplement denominated the "Best and Final Offer (BAFO)" at the close of discussions/negotiations. Any changes to the PROPOSER's initial technical or price proposals, including any issues addressed in discussions, must be submitted in writing in the BAFO in order to be considered by the committee. The committee will evaluate the BAFOs utilizing the evaluation criteria set forth under Section 2.5 and make a recommendation for award.

2.5.7 COIC reserves the right to investigate the qualifications of all PROPOSERS under consideration and to confirm any part of the information furnished by a PROPOSER, or to require other evidence of managerial, financial, or technical capabilities, which are considered necessary for the successful performance of the work. COIC reserves the right to visit sites where the PROPOSER has performed work of a similar nature and/or visit the PROPOSER's work facility during the evaluation period.

2.5.8 If award determination is made based upon the most favorable initial proposal(s), the committee reserves the right to perform or have performed a cost analysis of the apparent successful proposal(s) before determining to proceed with a recommendation for award. Allowable costs will be determined in accordance with Federal Acquisition Regulations.

2.5.9 If COIC is unable to make a determination of the best proposal based upon the Proposal Evaluation Criteria, COIC may invite up to three (3) proposers to proceed to an interview stage. If further stages are required, the method adopted for the further stage may be used as the sole method for selecting the PROPOSER.

2.5.10 If only one proposal is received in response to this RFP and it is found by COIC to be acceptable, a detailed price/cost proposal may be requested of the single PROPOSER. A price or cost analysis, or both, possibly including an audit, may be performed by or for COIC, of the detailed price/cost proposal in order to determine if the price is fair and reasonable. The PROPOSER has agreed to such analysis by submitting a proposal in response to this RFP. A price analysis is an evaluation of a proposed price that does not

involve an in-depth evaluation of all the separate cost elements and the profit factors that comprise a PROPOSER's price proposal. It should be recognized that a price analysis through comparison to other similar procurements must be based on an established or competitive price of the elements used in the comparison. The comparison must be made to a purchase of similar services, involving similar specifications and in a similar time frame. Where a difference exists, a detailed analysis must be made of this difference and costs attached thereto. Where it is impossible to obtain a valid price analysis, it may be necessary to conduct a cost analysis of the proposed price. A cost analysis is a more detailed evaluation of the cost elements in the PROPOSER's submission. It is conducted to form an opinion as to the degree to which the proposed costs represent what the PROPOSER's performance should cost. A cost analysis is generally conducted to determine whether the PROPOSER is applying sound management in proposing the application of resources to the contracted effort and whether costs are allowable, allocable, and reasonable. Any such analyses and the results therefrom shall not obligate COIC to accept such a single proposal, and COIC may reject such proposal at its sole discretion.

2.5.11 COIC's Executive Director shall have full authority over COIC's source selection and decision to award.

2.5.12 COIC shall provide all PROPOSERS, successful and unsuccessful, with a written notice of intent to award within the time for acceptance specified in the proposal. Any work performed or expenses incurred by the PROPOSER prior to the PROPOSER's receipt of a purchase order shall be entirely at the PROPOSER's risk.

2.5.13 The RFP is not a contract and alone, shall not be interpreted as such. Rather, this RFP only serves as the instrument through which proposals are solicited. COIC will pursue negotiations with the PROPOSER whose proposal scores highest. If, for whatever reason, COIC and the initial proposer fail to reach consensus on the issues relative to a contract, then COIC may commence contract negotiations with other proposers. COIC may decide at any time to suspend the current RFP process and start the RFP process again.

2.5.14 COIC reserves the right to withdraw the RFP altogether if it is the best interest of COIC to do so.

2.5.15 COIC reserves the right, pursuant to ORS 279B.110 and OAR 137-047-0640(1)(c)(F), to investigate and evaluate, at any time prior to award and execution of the Agreement, the apparent successful PROPOSER's responsibility to perform the Agreement. PROPOSER's submission of a signed Offer shall constitute PROPOSER's authorization for COIC to obtain, and PROPOSER's agreement to produce for COIC's review and copying, any information COIC deems necessary to conduct the evaluation. COIC shall notify the apparent successful PROPOSER, in writing, of any other documentation required, which may include, but is not limited to: (i) recent profit-and-loss history; (ii) current balance

statements; (iii) assets-to-liabilities ratio, including number and amount of secured versus unsecured creditor claims; (iv) availability of short and long-term financing; (v) bonding capacity; (vi) credit information; materials/equipment/inventory; (vii) facility and personnel information; (viii) record of contract performance; or (ix) any other documentation COIC determines relevant to this solicitation. COIC may reject a Proposal, if PROPOSER fails promptly to provide this information. COIC may postpone the award of the Price Agreement after announcement of the apparent successful PROPOSER in order to complete its investigation and evaluation. Failure of the apparent successful PROPOSER to demonstrate Responsibility, as required under ORS 279B.110 and OAR 137-047-0640(1)(c)(F), shall render the PROPOSER non-responsible and shall constitute grounds for Proposal Rejection.

COIC

## Section 3: GENERAL PROVISIONS

3.1 Type of Contract: Compensation for this contract will be fixed price per vehicle. The contract will operate on a base period of one (1) year with four (4) additional one-year renewal options, to be exercised at COIC's sole discretion.

3.2 COIC will pay selected PROPOSER the unit prices set forth in the contract.

3.3 COIC reserves the right to introduce additional terms and conditions at the time the final Agreement is negotiated. Any additional terms and conditions would be limited to those having the effect of clarifying the RFP language and correcting defects, such as omissions or misstatements, which are discovered after the RFP is issued.

3.4 COIC shall pay the selected PROPOSER, upon the submission of proper invoices and deliverables, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. COIC shall pay the selected PROPOSER within thirty (30) days of the receipt of a proper invoice.

3.4.1 Notwithstanding any other additional requirements of this contract, invoices shall contain the date, goods or services furnished, and a description of the goods furnished. All invoices shall be submitted to the following address:

Central Oregon Intergovernmental Council
Attn: Accounts Payable
1250 NE Bear Creek Rd
Bend, Oregon 97701
accounting@coic.org

Failure strictly to comply with this provision may result in a delay in payment.

3.5 The selected PROPOSER shall maintain, and COIC, or an authorized representative of COIC, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times and places engaged in performing the contract. Records shall be maintained in alignment with Exhibit K (FTA Regulations and Required Third-Party Clauses) of this solicitation.

3.6 If the selected PROPOSER has been required to submit cost or pricing data in connection with any pricing action relating to this contract, COIC, or an authorized representative of COIC, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the PROPOSER's records, including computations and projections, related to: (i) the proposal for the contract, subcontract, or modification; (ii) the discussions conducted on the proposal(s), including those related to negotiating; (iii) pricing of the contract, subcontract, or modification; or (iv) performance of the contract, subcontract, or modification.

COIC

3.7 The selected PROPOSER shall make available at its office at all reasonable times the records, materials, and other evidence required for both PROPOSER and COIC to comply with all regulations and requirements governing COIC, CET, or the fulfillment of services detailed in this solicitation.

3.8 To the fullest extent permitted by law, PROPOSER agrees fully to indemnify, hold harmless, and defend COIC, its directors, officers, and employees from and against all claims, damages, losses, attorney fees and expenses incidental to the investigation and defense thereof, based upon or arising out of or incidental to damages or injuries to persons or property, caused by the fault or negligence in whole or in part of PROPOSER, its agents, contractors, subcontractors, or employees from the performance of the work.

3.8.1 This indemnity shall survive the termination of this Contract or final payment hereunder. This indemnity is in addition to any other rights or remedies which COIC and the other parties to be indemnified may have under the law or under this Contract. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, COIC may in its sole discretion reserve, retain, or apply any monies due to the selected PROPOSER under the contract for the purpose of resolving such claims; provided, however, that COIC may release such funds if the selected PROPOSER provides COIC with adequate assurance of the protection of COIC's interests. COIC shall be the sole judge of whether such assurances are adequate.

3.9 It is understood and acknowledged that the Agreement is not a contract of employment between COIC and the selected PROPOSER, or any agents, officers, or employees of PROPOSER. Selected PROPOSER is, and shall at all times be, deemed to be an independent contractor. Selected PROPOSER is not authorized to bind COIC to any contracts or other obligations. Selected PROPOSER is not an agent or employee of COIC and shall at no time represent itself to be such agent or employee. Neither selected PROPOSER nor any of its employees or subcontractors shall be entitled to any benefits accorded to COIC employees, including but not limited to workers compensation, disability insurance, unemployment compensation, retirement benefits, vacation, or sick leave. Selected PROPOSER is an independent contractor for all purposes and is not entitled to compensation from COIC other than that provided by this contract. Selected PROPOSER shall inform COIC of PROPOSER's Federal Internal Revenue Service Employer Identification Number, or, if PROPOSER is an individual with no employer identification number, PROPOSER's Social Security Number. The selected PROPOSER and its officers, employees, and agents are not officers, employees, or agents of COIC as those terms are used in ORS 30.265. The selected PROPOSER, its employees, or its officers shall not hold themselves out either explicitly or implicitly as officers, employees, or agents of COIC for any purpose whatsoever, nor are they authorized to do so.

3.9.1 Selected PROPOSER shall provide and pay for all labor, materials, equipment, utilities, and other goods or services necessary for full contract performance unless this contract specifically provides otherwise. Selected PROPOSER shall supervise and direct contract performance using its best skill and shall be responsible for selecting the means of

contract performance. If, during or after the term of this contract, selected PROPOSER learns of any actual or potential defect in the goods provided under this contract, of any problem associated with the results of contract performance, or of any nonconformance with a provision of this contract or of Federal, state, or local law, selected PROPOSER shall inform COIC immediately in writing with a full description of the defect, problem, or nonconformance.

3.10 COIC must adhere to and be in conformance with the State Statutes (primarily section ORS 279), the Attorney General Model Rules, and the COIC adopted Procurement Policy. In this regard, all protests/disputes will be subject to these rules and policy. Termination or other disputes which may result in judicial review are subject to Sections ORS 279B.400, 279A.065 as applicable, and Attorney General Model Rules Section 137-047-700 (Legal remedies) "Protests and Judicial Review of Special Procurement." These rules state that before seeking judicial review of termination action, or other action, that the affected PROPOSER must file a written protest directed to COIC and must exhaust all administrative remedies. Should any dispute arise between the parties concerning this contract which is not resolved by mutual agreement, it is agreed that it will be submitted to mediated negotiation prior to any party commencing litigation. In such an event, the parties to this contract agree to participate in good faith in a non-binding mediation process. The mediator shall be selected by mutual agreement of the parties, but in the absence of such agreement each party shall select a temporary mediator, and those mediators shall jointly select the permanent mediator. All costs of mediation shall be borne equally by the parties.

3.11 In performing its obligations under this contract, the selected PROPOSER agrees to comply with all applicable state laws including, without limitation, ORS 279B.020, 279B.220 -279B.240, each of which is incorporated herein by reference. In the event of any conflict between the provisions of this contract and the foregoing state statutes, the state statutes shall control. Not every requirement of the foregoing state statutes will apply in each instance to the performance of each party under this particular contract. The nature of the obligations of a party under this contract will determine which requirements of state law will apply. Requirements that do not apply will not be enforced.

3.11.1 PROPOSER acknowledges that the Oregon Government Standards and Practices laws ("Ethics Laws"), as set forth in ORS 244.010 et seq. are applicable to selected PROPOSER when performing certain work on behalf of COIC under contract and that the individual employees and agents of the selected PROPOSER may be treated as public officials under ORS 244.020 (15). Selected PROPOSER agrees to determine whether and under what circumstances it or its agents are subject to the Ethics Laws, as referenced herein and incorporated by reference, and shall comply and ensure compliance by those subject to PROPOSER's control when performing work under this Contract.

3.12 Selected PROPOSER shall not permit any lien or claim to be filed or prosecuted against COIC, its property, or its right-of-way because of any labor or material furnished or any other reason for work arising out of this Contract. If any lien shall be filed, selected PROPOSER shall satisfy and

discharge or cause such lien to be satisfied and discharged immediately at selected PROPOSER's sole expense.

3.13 Notwithstanding any safety provisions elsewhere in this contract, and in addition to PROPOSER's own safety procedures, selected PROPOSER shall implement and enforce all safety requirements that are known standards in the industry and/or that are required by COIC.

3.14 No COIC Board member, officer, employee or agent shall have any direct or indirect interest in this contract or its proceeds during that person's tenure with COIC, except to the extent such interest is permitted and disclosed as may be required under applicable law and COIC policy.

3.14.1 No COIC Board member, officer, employee, or agent shall solicit or accept, and PROPOSER shall not offer or give to any COIC Board member, officer, employee, or agent any gratuities, favors, or anything of monetary value in connection with the administration of this contract, except to the extent permitted by applicable law and COIC policy.

3.15 Termination for Default [Breach or Cause]: If the selected PROPOSER does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the selected PROPOSER fails to perform in the manner called for in the contract, or if the selected PROPOSER fails to comply with any other provisions of the contract, COIC may terminate this contract for default. Termination shall be affected by serving a notice of termination on the selected PROPOSER, setting forth the manner in which the selected PROPOSER is in default. The selected PROPOSER will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. COIC may, by written notice of default to the selected PROPOSER , terminate this contract in whole or in part if the selected PROPOSER fails to: (i) deliver the supplies or to perform the services within the time specified in this contract or any extension; (ii) make progress, so as to endanger performance of this contract; or (iii) perform any of the other provisions of this contract.

3.16 Opportunity to Cure: COIC in its sole discretion may, in the case of a termination for breach or default, allow the selected PROPOSER ten (10) 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. If selected PROPOSER fails to remedy to COIC's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by selected PROPOSER of written notice from COIC setting forth the nature of said breach or default, COIC shall have the right to terminate the Contract without any further obligation to selected PROPOSER. Any such termination for default shall not in any way operate to preclude COIC from also pursuing all available remedies against selected PROPOSER and its sureties for said breach or default.

3.17 Waiver of Remedies for any Breach: In the event that COIC elects to waive its remedies for any breach by selected PROPOSER of any covenant, term, or condition of this Contract, such waiver

by COIC shall not limit COIC's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

3.18 Selected PROPOSER shall maintain a complete set of records relating to this Contract in accordance with generally accepted accounting procedures. Selected PROPOSER shall permit the authorized representatives of COIC, the Oregon Department of Transportation, the Oregon Secretary of State, and the Comptroller General of the United States to inspect and audit all work, materials, payrolls, books, accounts, and other data and records of selected PROPOSER relating to its performance under this contract until the expiration of three (3) years after final payment under this contract.

3.18.1 Selected PROPOSER further agrees to include in all of its subcontracts under this Contract a provision to the effect that the subcontractor agrees that COIC, the U.S. Department of Transportation, and the Comptroller General of the United States, or any of their duly authorized representatives shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and other records of the subcontractor. The term "subcontract" as used in this Section excludes: (i) purchase orders not exceeding $10,000.00; and (ii) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

3.18.2 The periods of access and examination described under Sections 3.18 and 3.18.1 are for records that relate to: (i) disputes between COIC and selected PROPOSER; (ii) litigation or settlement of claims arising out of the performance of this Contract; or (iii) costs and expenses of this Contract as to which exception has been taken by the Comptroller General or any of his or her duly authorized representatives, shall continue until all disputes, claims, litigation, appeals, and exceptions have been resolved.

3.19 Agreement shall be construed and enforced pursuant to the laws of the State of Oregon. Venue for any suits brought under Agreement shall be exclusively vested in the State Courts of the County of Deschutes, or where otherwise appropriate, exclusively in the United States District Court, Eugene, Oregon. The federal statutes, ORS 279 statutes, and the Oregon State Attorney General's Model Public Contract Rules are applicable to this work. If there are any conflicts between federal and state regulations, federal laws, rules, and regulations shall govern and prevail on this project (ORS 279A.030).

3.20 During the term of this contract, the selected PROPOSER shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, or national origin.

3.21 The validity, legality, or enforceability, in whole or in part, of any provision of Agreement shall not affect or impair the validity, legality, or enforceability of other provisions. If any of the provisions contained in this contract are held by a court of law or arbitrator to be illegal, invalid, or

unenforceable, the enforceability of the remaining provisions shall not be impaired, and the parties shall negotiate an equitable adjustment of this contract so that the purposes of this contract are affected. All provisions concerning indemnity survive the termination or expiration of this contract for any cause.

3.22 If this contract is for the supply of goods, the selected PROPOSER shall bear the risk of loss until the goods have been delivered to the site designated by COIC and an authorized COIC employee or agent has taken possession of them. Title to goods shall pass to COIC upon COIC's payment for those goods. If this contract is for the rental or lease of selected PROPOSER's goods, the selected PROPOSER shall bear the risk of loss to selected PROPOSER's goods. Selected PROPOSER agrees to carry insurance to cover any such losses. Title to the selected PROPOSER's goods shall remain with selected PROPOSER while goods are in COIC's possession. If this contract is for the repair or servicing of COIC-owned goods, selected PROPOSER shall bear the risk of loss until the goods have been delivered to the site designated by COIC and an authorized COIC employee or agent has taken possession of them. Title to COIC owned goods shall remain with COIC while goods are in selected PROPOSER's possession. Selected PROPOSER agrees to carry insurance to cover any losses or damages to COIC's goods while in selected PROPOSER's possession.

3.23 Selected PROPOSER shall, upon COIC's request, defend with counsel approved by COIC (which approval shall not be unreasonably withheld), at selected PROPOSER's sole cost and expense, any action, claim, suit, cause of action, or portion thereof which asserts or alleges liabilities resulting from any allegedly negligent act, omission, misconduct, or other legal fault of selected PROPOSER, its officers, employees, sub consultants, subcontractors, or agents in connection with the performance or nonperformance of this contract, whether or not such action, claim, suit, cause of action or portion thereof is well founded.

3.24 Selected PROPOSER agrees that they shall not assign, sell, transfer, or sublet any rights or delegate or subcontract any responsibilities under this contract, in whole or in part, without the expressed written consent of COIC.

3.25 If this contract is for the supply of goods or equipment, then COIC shall be deemed to have accepted goods only after the goods have been delivered by selected PROPOSER, and COIC has had a reasonable opportunity after delivery to inspect the goods. Prior to acceptance, COIC may reject any goods that fail to conform to the requirements of this contract. COIC may revoke its acceptance of goods that fail to conform to this contract if the failure to conform was not reasonably discoverable by ordinary preacceptance inspection or evaluation. Acceptance may be revoked under this Paragraph even if COIC has started using the goods before discovering that they do not conform to the contract. Upon request by COIC, selected PROPOSER shall replace or repair to COIC's satisfaction any goods that have been rejected by COIC or the acceptance of which has been revoked by COIC under this Paragraph. Failure to replace or repair those goods within a reasonable time after COIC's request shall be a material breach of this contract.

3.26 Selected PROPOSER will comply with all applicable federal, state, and local laws, regulations, and ordinances. Selected PROPOSER will obtain and maintain any and all licenses, permits, registrations, and other governmental authorizations required to conduct its business and perform the services described in the Scope of Work.

3.27 Administration of Agreement: Selected PROPOSER's compliance with Agreement shall be supervised and administered by COIC Transportation Director or designee.

3.28 Notice of Deficiencies: COIC's Transportation Director or designee may issue a Notice of Deficiencies to selected PROPOSER, specifying areas of unsatisfactory performance, and specifying what improvements are necessary to correct the deficiency or deficiencies. Such notice shall specify the provision(s) of Agreement that address the issue. Selected PROPOSER shall correct deficiency within reasonable time limits specified by COIC not to exceed thirty (30) days unless agreed to in advance by COIC in writing.

3.29 Notices and other communications shall be made by email or regular US mail to the contacts listed below:

**COIC**:
Transportation Director
Central Oregon Intergovernmental Council
334 NE Hawthorne Avenue
Bend, OR 97701
contracts@coic.org

**Selected PROPOSER**:
TBD

Service of such notices via US mail shall be deemed complete ten (10) business days after deposit in the US Mail.

3.30 Precedence of Agreement Document: In the event of a conflict or ambiguity arising between Agreement documents or any term therein, the document executed later in time shall prevail over the document executed earlier in time. The documents shall control in the following order unless otherwise specifically set forth in the Agreement: State of Oregon Terms and Conditions, the Agreement resulting from this solicitation, the RFP as amended by Addenda, the Proposal and the Virtual Demonstration/Interview.

3.31 Continuity: Agreement is binding upon each of the parties and their respective heirs, shareholders, directors, partners, executors, and successors. Should the selected PROPOSER entity be purchased by another entity or otherwise change its corporate structure during the term of this Agreement, COIC reserves the right to terminate this Agreement and to solicit new vendors for this service.

3.32 Assignment (COIC): COIC reserves the right to assign its responsibilities under the Agreement to any existing or future governmental entity for the provision of public transportation services. The selected PROPOSER hereby approves the assignment and agrees that such assignment shall constitute a complete novation between COIC and selected PROPOSER; and receipt by selected PROPOSER from COIC of sums then due and payable for services rendered pursuant to the Agreement prior to assignment shall constitute a complete accord and satisfaction as between COIC and selected PROPOSER.

3.33 Successors: Agreement shall be binding upon, and shall inure to the parties hereto, and their respective shareholders, partners, directors, agents, personal representatives, successors-in-interest, and assigns. Selected PROPOSER shall not assign, sublet, or subcontract the Agreement without prior written consent from COIC.

3.34 Counterparts: Agreement may be executed simultaneously or in counterparts, and each of the counterparts shall be deemed to be an original, but all such counterparts shall constitute one and the same Agreement.

3.36 Compensation and Invoicing: Selected PROPOSER shall submit invoices concerning the completion of specific work elements. Each Invoice will contain the following information: (i) the defined work element completed; (ii) the date that the work was completed; (iii) deliverables, if applicable, associated with the completed element; and (iv) any other information reasonably requested by COIC. COIC will pay the amount due under each invoice within thirty (30) days after COIC has reviewed and approved the applicable invoice. No compensation will be paid by COIC for any portion of work elements not completed to the satisfaction of COIC. COIC's payment will be accepted by the selected PROPOSER as full compensation for performing the services to which the applicable invoice relates.

COIC

# Section 4: PROJECT SPECIFICATIONS

## 4.1 Project Background

A Coordinated Public Transit Human Services Transportation Plan (CHSTP) is an important tool for community transportation planning. These coordinated plans identify the transportation needs of individuals with disabilities, older adults, and people with low incomes, provide strategies to meet these needs, and prioritize transportation services for funding and implementation. A well-crafted CHSTP provides a systematic way for communities to improve collaboration and communication across human service organizations and transportation providers – plans can improve the access, efficiency, and effectiveness of community transportation systems.

In 2007, the Safe Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) required that projects funded under Individuals with Disabilities, Job Access and Reverse Commute Program (JARC), and New Freedom programs must have a locally developed, coordinated public transit-human services transportation plan. In 2015, the Fixing America's Surface Transportation Act (FAST Act) included recommendations to increase participation by recipients of Federal grants in local planning processes. FTA describes a Coordinated Public Transit Human Services Transportation Plan as a locally created plan that identifies transportation needs among individuals with disabilities, seniors, and low-income groups, offering strategies to address these needs and prioritizing transportation services for funding and execution. Details on plan requirements are available in the Section 5310 Circular, Guidance, and Application Instructions. Currently, Federal law states that projects funded under the Section 5310 program must be included in such a coordinated plan.

## 4.2 Existing Plan

The primary purpose of the Central Oregon CHSTP is to establish regional transportation priorities that guide the allocation of state and federal funding. ODOT Public Transit Division discretionary grant programs and projects funded through State Transportation Fund (STF) local formula allocations must be consistent with, and derived from, the Coordinated Plan. Relevant ODOT discretionary grant programs include the Formula Program for Elderly Persons and Persons with Disabilities (§5310) and discretionary STF funding.

The 2007 CHSTP and 2009 update resulted in separate plans for each county. In 2018, the plans were consolidated into a single regional plan that incorporated shared regional strategies along with additional strategies specific to each county and the Confederated Tribes of Warm Springs. The Central Oregon CHSTP encompasses Crook, Deschutes, and Jefferson counties, as well as the Warm Springs Reservation. A regional approach is appropriate because the area is served by a single coordinated public transportation system, Cascades East Transit, and residents frequently travel across jurisdictional boundaries to access essential health and human services. Accordingly, the Plan identifies region-wide priority strategies to guide transportation investments and coordination efforts.

The current 2018 Central Oregon CHSTP was informed by data analysis, stakeholder expertise and perspectives, and previous planning efforts, including the 2015–2016 Central Oregon Regional

Transportation Coordination Pilot. This CHSTP serves as a blueprint for the use of public transportation funding to address the mobility needs of the Plan's target populations: older adults, people with disabilities, and individuals with low incomes.

The highest priority regional strategies identified in the 2018 CHSTP update are as follows:

#1: Improve Affordability. Provide subsidized fares for low-income clients and veterans needing access to health and human services.

#2: Ongoing Coordination. Establish a structure for ongoing dialogue on coordination needs and opportunities among public transportation providers and the human and health services communities. This includes a proposal to explore developing one regional STF Committee for Central Oregon with members from Crook, Deschutes, and Jefferson Counties and the Confederated Tribes of Warm Springs, and to use this group for high-level regional coordination activities.

#3: Expand Public Transportation Services. Work with human and health services stakeholders to identify priorities for expansion of services to later in the evenings and when/where to provide weekend services.

#4: Education and Outreach. Develop a comprehensive marketing and awareness campaign. Provide more information to riders, the public, communities, and elected officials and leaders about the benefits of public transit and existing transit services.

#5: Create a Dedicated Local Public Fund for Transit. Identify priority geographies/communities and develop a local public tax base to provide additional services.

## 4.3 Project Overview

The Central Oregon CHSTP recognizes that transportation needs often overlap across population groups and emphasizes coordination among public, private, and nonprofit providers. It promotes the efficient use of available resources to minimize duplication, enhance service delivery, and achieve cost-effective outcomes. The Central Oregon CHSTP also considers relevant regional planning efforts to identify opportunities for alignment and collaboration.

The purpose of the current update is to further improve transportation services for these target populations by:

1. Identifying opportunities to better coordinate existing resources and services;
2. Establishing strategies to guide the investment of financial resources; and
3. Supporting the pursuit and acquisition of future grant funding.

The coordinated plan update may include strategies that address the unique needs of specific populations; however, it also recognizes that transportation needs frequently overlap across population groups and that individuals may fall within multiple categories. The Plan should therefore address coordination among transportation providers and human service organizations, including general public transportation services available within the region, in order to minimize duplication of effort, enhance service delivery, and promote the most cost-effective

transportation solutions feasible. To the maximum extent practicable, the Plan should also consider and align with related regional planning efforts to identify broader opportunities for coordination and service integration.

Portions of the current 2018 CHSTP remain useful and relevant and should be reviewed and incorporated, as appropriate, into the updated Plan.

Regulatory Requirements. Beginning in FY 2007, as a condition of Federal assistance, the ODOT Public Transit Division must certify to the U.S. Secretary of Transportation that projects selected for funding derive from locally developed coordinated plans. Also in 2007, Oregon statute requires that Special Transportation Fund (STF) Agencies—including Central Oregon counties and the Confederated Tribes of Warm Springs—must complete a plan for their STF programs. These two planning requirements are very similar in intent and timing. To meet these planning requirements, STF Agencies must complete a single coordinated plan that meets the state and federal requirements.

The following are definitions for common terms used in this plan. The definitions are in alignment with the Oregon Department of Transportation terminology:

a. Public Transportation: Any form of passenger transportation by car, bus, rail or other conveyance, either publicly or privately owned, which provides service to the general public on a regular and continuing basis. Such transportation may include services designed to meet the needs of specific user groups, including the elderly, people with disabilities, and for purposes such as health care, shopping, education, employment, public services, and recreation. This planning process does not seek to address needs or priorities related to transportation system infrastructure, such as roads, streets, highways, or bridges.
b. Coordination: Cooperation between government, providers, businesses, individuals, and agencies representing people unable to drive, low-income, the elderly, and/or people with disabilities, to more effectively apply funding and other transportation resources to meet common transportation needs. Coordination actions may reduce duplication of services, reduce cost, increase service levels, or make services more widely available in communities.
c. Special or Target Populations: Low-income individuals and households, seniors, and people with disabilities.

## 4.4 General Requirements

Through this solicitation, COIC seeks service proposals from experienced and qualified PROPOSERS capable of developing an update to the 2018 CHSTP that establishes a framework for the use of public transportation funds to address the mobility needs of priority populations, including older adults, people with disabilities, and individuals with low incomes.

The selected PROPOSER must:

- Support existing Health Services programs.

- Maintain all permits, licenses, insurance, and registrations required by law to conduct its business and perform the Services, including, but not limited to, all appropriate operating certificates from the State and/or Federal governments. PROPOSER shall comply with all applicable laws, regulations, and industry best practices, including but not limited to safety, insurance, accessibility, labor, and nondiscrimination requirements. Services shall be delivered in a professional, equitable, and customer-focused manner. PROPOSER must maintain required insurance coverage throughout the duration of the contract awarded.
- Assume responsibility for ensuring that COIC receives all data necessary for reporting to oversight agencies. Data must be submitted in a timely, accurate, and complete manner to meet all regulatory and contractual reporting obligations. Selected PROPOSER must be responsive to evolving reporting requirements and shall promptly adjust data collection, formatting, and submission processes as needed to support COIC in meeting any changes in oversight agency requirements that occur during the term of the contract.

Selected PROPOSER may also include value-added services.

### 4.5 Project Management, Implementation, and Compliance

As part of the proposal, please submit the following information:

4.5.1 Project Approach: Briefly describe how PROPOSER would carry out the major activities of this project in context with the scope of work.

4.5.2 Project Management Plan: Provide a comprehensive management plan that the PROPOSER intends to follow. Illustrate how the plan will serve to coordinate and accomplish the work.

4.5.3 Implementation: Provide a comprehensive implementation plan that the PROPOSER intends to follow, including benchmarks for when key implementation criteria will be accomplished.

### 4.6 Geography, Schedule, and Pricing

Geography. Central Oregon counties of Crook, Deschutes, and Jefferson, and the Confederated Tribes of Warm Springs.

Delivery Schedule. A completed update to the 2018 CHSTP must be delivered to COIC no later than six (6) months following contract award, unless an extension of time is mutually agreed by the PROPOSER and COIC and granted in writing by COIC.

Pricing. Provide a budget that includes billable hours, cost per hour, and hours per task for each individual on the PROPOSER team.

COIC

## Attachment 1: Vendor Questionnaire

Please complete the following questionnaire for review by the Evaluation Committee. If additional details are necessary, use Section E of this Vendor Questionnaire to provide further details to contextualize your response, including the section letter and question number at the beginning of your comment.

| Section | | Response | |
|---|---|---|---|
| **A** | **About PROPOSER Organization** | | |
| 1 | Legal business name | | |
| 2 | Business address | | |
| 3 | Type of business | ☐ Corporation<br>☐ Limited Liability Company<br>☐ Partnership<br>☐ Sole Proprietorship<br>☐ Other | |
| 4 | Year of establishment | | |
| 5 | Number of employees | | |
| 6 | Primary contact for proposal | Name:<br>Title:<br>Phone:<br>Email: | |
| 7 | Describe your organization. | | |
| 8 | Does your organization have experience serving public transportation agencies? | Y/N | |
| 9 | How many years of experience does your organization have working with public transportation agencies? | | |
| 10 | Does your organization have experience serving municipal government agencies? | Y/N | |
| 11 | How many years of experience does your organization have working with municipal government agencies? | | |
| 12 | Will your organization subcontract any part of this project? | Y/N | |
| 13 | If yes, describe the general nature and scope of work that would be undertaken by subcontractor(s). | | |
| **B** | **Overview of Proposed Solution** | | |
| 1 | Does your organization have demonstrated experience developing CHSTP or comparable transit planning efforts consistent with the needs of this solicitation? | Y/N | |
| 2 | How many years of experience does your organization have in developing a CHSTP or comparable materials? | | |
| 3 | Describe and demonstrate knowledge of applicable federal requirements for FTA-funded procurements and planning activities, including (as applicable) Section 5310 coordinated | | |

| | | | |
|---|---|---|---|
| | planning expectations, Title VI, ADA, and nondiscrimination requirements. | | |
| 4 | Describe the project procedures your organization would employ to produce the required products to complete the work detailed in this solicitation. | | |
| 5 | Describe the methodological approach(es) your organization would deploy to develop a CHSTP. | | |
| 6 | Elaborate on how the methodological approach(es) your organization would deploy might differ when developing an update to an existing CHSTP. | | |
| 7 | Describe the quality control process or quality assurance procedures that will be observed in the methodology deployed to complete the development of a CHSTP update. | | |
| 8 | Describe marketing materials, outreach campaigns, or promotional support your company can provide. | | |
| 9 | Describe organizational capacity to produce accessible outreach materials and engagement methods, including ability to provide materials in English, Spanish, and Mandarin consistent with the Scope of Services. | | |
| 10 | Does your organization have experience providing transit programs with the data required to fulfill NTD requirements? | Y/N | |
| 11 | Describe your organization's ability to share data with transit agencies for reporting and compliance purposes. | | |
| **C** | **Pricing Structure** | | |
| 1 | Describe your proposed pricing structure. | | |
| 2 | Describe any additional services or innovations your organization can provide to improve program performance or outcomes. | | |
| **D** | **Past Performance**<br>Provide three (3) references from current or former client organizations for projects of comparable size and scope performed within the last five (5) years. | | |
| 1 | Organization | | |
| | Contact | Name:<br>Title:<br>Phone:<br>Email: | |
| | Contract date | | |
| | Description of services provided | | |
| | Link to product example | | |
| 2 | Organization | | |
| | Contact | Name: | |

| | | |
|---|---|---|
| | | Title:<br>Phone:<br>Email: |
| | Contract date | |
| | Description of services provided | |
| | Link to product example | |
| 3 | Organization | |
| | Contact | Name:<br>Title:<br>Phone:<br>Email: |
| | Contract date | |
| | Description of services provided | |
| | Link to product example | |
| **E** | **Additional Comments**<br>*If you have additional comments regarding the above, please record them below, referencing the section letter and question number:* | |
| | | |
| | | |

COIC

# Attachment 2: Price Proposal Form

Proposers must complete this Price Proposal Form in its entirety in response to this RFP. All pricing should be clearly stated, inclusive of all applicable costs, fees, and expenses necessary to deliver the proposed goods and/or services. Any assumptions, exclusions, or conditions related to pricing must be clearly identified. Failure to provide complete and accurate pricing information may result in the proposal being deemed non-responsive.

**Estimated Project Pricing**

| **Cost Component** | | | | **Total** |
|---|---|---|---|---|
| Project Team | Hourly Rate | Estimated Hours | Total Estimated Cost | |
| Name, Title | $ | | $ | |
| Name, Title | $ | | $ | |
| Name, Title | $ | | $ | |
| | | | **Project Team Estimated Cost Subtotal** | $ |
| Overhead/Indirect Costs | | | | $ |
| Report Publication | | | | $ |
| Administrative Fees | | | | $ |
| Other (please specify) | | | | $ |
| | | | **TOTAL** | **$** |

**Pricing Stipulations**

Provide any assumptions, exclusions, or conditions related to pricing this proposal:

| |
|---|
| |

**Pricing Validity**: This pricing proposal shall remain valid for a period of ninety (90) days from the Proposal Submission Deadline.

Authorized Signature: _____

Name (printed): _____

Title: _____

Date: _____

COIC

# Attachment 3: Delivery Schedule

Proposers shall complete this Delivery Schedule to demonstrate a proposed timeline for project delivery. The schedule should reflect a realistic and achievable timeline to complete the work and services as specified in this request and described in the PROPOSER'S response to this solicitation.

**Implementation Schedule**

| Milestone Activity | Estimated Delivery Date | Notes |
|---|---|---|
| Contract Execution | | |
| Project Kick-off Meeting | | |
| Program Set-up & Planning | | |
| Assessment of transportation needs for individuals with disabilities, older adults, and people with limited income | | |
| Inventory of available services, identifying areas of redundant service and gaps in service | | |
| Develop strategies to address identified service gaps | | |
| Identification of coordination actions to eliminate or reduce duplication in services and strategies for more efficient utilization of resources | | |
| Prioritization of implementation strategies | | |
| Publication | | |

**Additional Milestone Activity**

List any milestone activities PROPOSER would undertake that are not listed above, including the estimated delivery date for that milestone activity:

| |
|---|
| |

**Assumptions & Constraints**

List any assumptions, dependencies, or constraints that may affect proposed delivery schedule:

| |
|---|
| |

Authorized Signature: _____

Name (printed): _____

Title: _____

Date: _____

COIC

## Exhibit A: Form For Proposal Deviation

The following form shall be completed for each condition, exception, reservation or understanding (i.e., deviation) in the proposal according to the proposal evaluation criteria contained within this solicitation.

RFP #: _____ Page: _____ Section: _____

PROPOSER: _____

Deviation #:

Complete Description of Deviation: _____

_____

_____

_____

_____

Rationale (Pros & Cons): _____

_____

_____

_____

_____

COIC

# Exhibit B: Central Oregon Coordinated Human Services Transportation Plan – 2018

To be considered for contract award, a PROPOSER must provide an update to the current Central Oregon CHSTP.

The current Central Oregon Coordinated Human Services Transportation Plan (2018) can be accessed online through the State Library of Oregon Digital Collections:

> Central Oregon Coordinated Human Services Transportation Plan - 2018: A Plan to Coordinate Funding and Transportation Services to Improve Access to Vital Destinations in Central Oregon (https://digitalcollections.library.oregon.gov/nodes/view/205583)

COIC

# Exhibit C: Minimum Responsibility Requirements

To be considered for contract award, a PROPOSER must be determined responsible in accordance with applicable federal, state, and local requirements, including guidance from the Federal Transit Administration and the U.S. Department of Transportation. Responsibility determinations are based on the proposer's demonstrated ability to successfully perform the contract, including financial capacity, technical qualifications, compliance with regulatory requirements, and a satisfactory record of integrity and performance.

Proposers must meet all of the following minimum responsibility requirements to be eligible for award:

- Neither the firm nor its principles show up on the Federal government's debarment and suspension website, www.sam.gov. This site denotes those individuals and firms that currently are prohibited from participating in Federally funded contracts;
- Financial resources adequate to perform the contact, or the ability to obtain them;
- Ability to meet the required delivery or performance schedule, taking into consideration of all existing commercial and governmental business commitments;
- A satisfactory performance record;
- A satisfactory record of integrity and business ethics;
- The necessary organization, experience, accounting, operational controls, and technical skills, or the ability to obtain them;
- Compliance with applicable licensing and tax laws and regulations;
- The necessary production, construction, and technical equipment and facilities, or the ability to obtain them;
- Compliance with Affirmative Action and Disadvantaged Business Program requirements; and,
- Other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.

COIC

# Exhibit D: Statutory Contract Requirements

This Exhibit establishes statutory and contractual requirements PROPOSERS must follow to be eligible for this solicitation and any resulting contract. All applicable provisions of Oregon Revised Statutes (ORS) Chapters 279A, 279B, and 279C are incorporated herein by reference, along with other state and federal requirements relevant to publicly funded procurements, including those associated with the U.S. Department of Transportation and, where applicable, the Federal Transit Administration.

By submitting a proposal, proposers agree to comply with the procurement protest procedures and all applicable legal, labor, tax, and contracting requirements set forth in this Exhibit. These provisions shall be binding upon the selected Contractor and any subcontractors engaged in the performance of the contract.

A. Prompt Payment for Labor and Services. If the Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished in connection with this Contract as such claim becomes due, COIC may pay such claim and charge the amount against funds due or to become due to the Contractor. Such payment shall not relieve the Contractor or its surety from responsibility for unpaid claims.
B. Workers' Compensation Compliance. The Contractor and its subcontractors, if any, shall comply with Oregon Workers' Compensation Law, including ORS 656.017, and shall maintain required coverage unless exempt under ORS 656.126. The Contractor shall ensure all subcontractors remain in compliance.
C. Proof of Coverage. The Contractor shall, upon request, provide COIC with written proof of workers' compensation insurance coverage and shall provide at least thirty (30) days' written notice prior to cancellation of such coverage.
D. Recycled Products. The Contractor shall use recyclable products to the maximum extent economically feasible in the performance of the Contract.
E. Independent Contractor Status. The Contractor is engaged as an independent contractor and is responsible for all applicable federal and state taxes related to payments under this Contract.
F. Corporate and Legal Compliance. The Contractor certifies that it is in good standing and properly licensed to do business in the State of Oregon and shall comply with all applicable Oregon laws in performing its obligations under this Contract.
G. Payment and Claims Obligations. The Contractor shall:
    a. Make prompt payment to all persons supplying labor and materials for the work;
    b. Pay all contributions due to the State Accident Insurance Fund incurred in performance of the Contract;
    c. Not permit any lien or claim to be filed against COIC arising from the provision of labor or materials; and
    d. Pay to the Oregon Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
H. Payment for Employee-Related Services. The Contractor shall promptly pay all amounts due for medical, surgical, hospital, or other care provided to its employees, including any amounts deducted from employee wages for such purposes.

I. Overtime Compliance. The Contractor shall pay employees for overtime work in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act (29 USC 201 et seq.).

J. Employee Work Hour Notice. The Contractor shall provide written notice to employees, at the time of hire or prior to commencing work on the Contract, or by posting in a location frequented by employees, stating the required daily and weekly working hours.

K. Procurement from Qualified Nonprofits. The Contractor shall comply with ORS 279.835 et seq. regarding the procurement of products and services from qualified nonprofit agencies serving individuals with disabilities.

COIC

# Exhibit E: Contractor Insurance Requirements

PROPOSER must maintain insurance in compliance with applicable federal, state, and local laws. Proposers shall review these requirements carefully and certify their ability to obtain and maintain all required insurance coverage. Coverage shall be maintained at the Contractor's sole expense for the duration of the contract and any authorized extensions. All policies shall be issued by insurers licensed or authorized to do business in the applicable jurisdiction and shall meet industry-accepted financial strength standards. PROPOSER shall comply with all applicable federal requirements related to risk allocation and liability, and shall ensure that required endorsements are in place, including provisions naming the procuring agency and, where applicable, the federal government as additional insureds, consistent with FTA guidance.

Prior to contract execution, the Contractor shall furnish certificates of insurance and any required endorsements demonstrating compliance with these requirements. Coverage shall not be canceled, reduced, or allowed to lapse without advance written notice in accordance with the contract terms.

Any exceptions, deviations, or limitations to these insurance requirements must be clearly identified in the proposal. Failure to demonstrate the ability to meet these requirements may result in the proposal being deemed non-responsive.

GENERAL.

Contractor (including its subcontractors, agents, etc.) shall i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION, and CERTIFICATES OF INSURANCE before performance under the contract commences, and ii) maintain the insurance in full force, through annually renewing policies, throughout the duration of the contract. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are reasonably acceptable to State. Contractor shall not start work described herein until the insurance is in full force.

TYPES AND AMOUNTS.

i. WORKERS COMPENSATION. Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers' liability insurance with coverage limits of not less than $500,000 per accident, $500,000 policy limit for bodily injury by disease and $500,000 each employee for bodily injury by disease must be included.
ii. COMMERCIAL GENERAL LIABILITY. Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are reasonably satisfactory to State. This insurance shall include personal injury liability, products, and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by State:

Bodily Injury, Death and Property Damage: $2,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence), $4,000,000 General Aggregate and $2,000,000 Products/Completed Operations Aggregate.

iii. AUTOMOBILE Liability Insurance: Automobile Liability. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles. This coverage may be written in combination with Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by State: Bodily Injury, Death, and Property Damage:

$2,000,000 per accident (for all claimants for claims arising out of a single accident or occurrence).

iv. PROFESSIONAL LIABILITY INSURANCE. Professional liability insurance with limits of not less than $1,000,000 per claim, and $2,000,000 in the aggregate.

ADDITIONAL INSURED. The Commercial General Liability Insurance, Automobile Liability and any Umbrella/Excess Liability insurance must include the Central Oregon Intergovernmental Council, its officers, employees, and agents as Additional Insureds but only with respect to the contractor's activities to be performed under this Agreement. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the Contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Agreement, for a minimum of twenty-four (24) months following the later of: (i) the Contractor's completion and COIC's acceptance of all Services required under this Agreement or, (ii) the expiration of all warranty periods provided under this Agreement. Notwithstanding the foregoing 24-month requirement, if the Contractor elects to maintain "tail" coverage and if the maximum time "tail" coverage reasonably available in the marketplace is less than the twenty-four (24) month period described above, then the Contractor may request and COIC may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If COIC approval is granted, the Contractor shall maintain "tail" coverage for the maximum period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR NON-RENEWAL. Contractor or its insurer must provide thirty (30) days' written notice to COIC before cancellation of or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) OF INSURANCE. Contractor shall provide COIC a certificate(s) of insurance for all required insurance before the Contractor performs under the Contract. The certificate(s) or an attached endorsement must specify all entities and individuals who are endorsed on the policy as Additional Insured.

COIC

## Exhibit F: Substance Abuse and Testing Policy Statement

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

The undersigned authorized official attests that the PROPOSER organization meets the substance abuse and testing policy requirements of this solicitation.

Executed this _____ day of _____, of 20 _____

Signature of Authorized Official: _____

Printed Name: _____

Title of Authorized Official: _____

COIC

# Exhibit G: Affidavit of Non-Collusion/Conflict of Interest

I hereby swear (or affirm) under penalty for perjury:

1. That I am Offeror (if the Offeror is an individual), a partner in the offer (if the Offeror is a partnership), or an officer or employee of the Offeror corporation having the authority to sign on behalf (if the Offeror is a corporation);
2. That the attached offer has been arrived at by the Offeror independently, and has been submitted without collusion, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in this procurement document, designed to limit independent bidding or competition;
3. That the contents of the offer have not been communicated by the offeror or its employees or agents to any person not an employee or agent of the offer or it's surety or any bond furnished with the offer, and will not be communicated to any such person prior to the official awarding of this procurement; and,
4. The Contractor shall not offer or provide gifts, gratuities, favors, entertainment or any other gratuities of monetary value to any official, employee or agent of COIC during the period of this contract or for one year thereafter.
5. Personal/Organizational conflict arises when (1) an employee, officer, agent or board member, (2) any member of his/her immediate family, (3) his/her partner, or (4) an organization that employs, or intends to employ any of the listed, participate in selection, award or administration of state funded contracts and have financial or other interest in a firm competing for or selected for award. To the best of my knowledge and belief, no affiliation exists relevant to possible organizational or personal conflicts of interest.
6. The Offeror shall disclose, to the best of his/her knowledge, any Local, State or Federal employee, COIC employee, or member of the State legislature, Elected County or City officials within the service area of COIC, or any relative of such who is an officer or director of, or has a material interest in, the Offeror's business, who is in a position to influence this procurement.

| Name | Relationships |
|---|---|
| | |
| | |
| | |

That I have fully informed myself regarding the accuracy of the statement made in the affidavit.

Firm Name: _____

Address: _____

Authorized by: _____

Signature: _____

Title: _____

Date: _____

Subscribed and sworn to me this _____day of _____, 20____.

If the Offeror is unable to complete this form then it needs to disclose and attach to this form a detailed statement fully disclosing any exceptions and why it believes, in light of the interest(s) identified that performance of the proposed contract can be accomplished in an impartial and objective manner. COIC reserves the right to request more information, to disqualify the Offeror, to contract with the Offeror if it is in COIC's best interest and include appropriate provision to mitigate or avoid such conflict in the contract awarded. Refusal to provide the disclosure or representation or any additional information required, may result in disqualification of the Offeror for award. If nondisclosure or misrepresentation is discovered after award, the resulting contract may be terminated. If after award the Contractor discovers a conflict of interest with respect to the contract awarded as a result of this solicitation, which could not reasonably have been know prior to award, an immediate and full disclosure shall be made in writing to COIC. The disclosure shall include a full description of the conflict, a description of the action the contractor has taken, or proposes to take, to avoid or mitigate such conflict. COIC may, however, terminate the contract for convenience if he or she deems that termination is in the best interest of COIC.

(Failure to complete this form and to submit it with your offer may render this offer non-responsive.)

COIC

# Exhibit H: CET Procurement Protest Procedures

Under certain circumstances, an interested party to a procurement may protest to COIC the award of a contract, which may or may not involve the direct application of public funds. COIC will make protest procedures accessible to bidding parties. These procedures are intended to ensure that valid complaints are properly handled and responded to. These procedures apply to all types of procurement actions, including sealed bids, requests for proposals, etc.

The term protest is utilized to describe the controversies that arise usually during the contract information process as an objection to a contract award or to a decision on a specific bid. The protests are challenges to actual or proposed actions of the contracting officers on specific procurements. These objections are brought by offerors, prospective offerors, or other interested parties who contend that they have been improperly treated in the procurement process. All protests must be submitted in writing.

COIC Level One Protest Procedures – General Conditions

COIC's review of any protest will be limited to violations of state or local laws or regulations, violations of COIC's purchasing procedures, violations of COIC's protest procedures, or failure to review a complaint or protest. Protests based on restrictive or severely defective specifications, or improprieties in any type of solicitations that are apparent prior to bid opening or closing date for proposals, must be received by COIC within a reasonable time in advance of scheduled bid opening but no later than 5 days after receipt of the RFP/IFB by the proposer/bidder. All other protests must be received by COIC within 5 days of the action on which the protest is based.

The initial protest filed with COIC shall be in writing and shall:

(b) Include the name, address, and telephone number of the protestor and the name of a contact person.
(c) Identify the number, date, and description of the solicitation.
(d) Contain a statement of the grounds for protest and any supporting documentation. The grounds for the
(e) protest must be supported to the fullest extent feasible. Additional materials in support of an initial
(f) protest will be considered only if filed within the time limits specified.
(g) Indicate the ruling or relief desired from COIC.

A protest may be considered, even if the initial filing is late, under the following circumstances:

a) Good cause based on compelling reasons beyond the protestor's control, whereby the tardiness is due to the fault of COIC in the handling of his/her protest submission.
b) COIC determines the protest raised issues significant to a procurement practice or procedure.
c) COIC is directed by a relevant grantee to either consider or reconsider a protest.
d) A court of competent jurisdiction expresses interest in COIC's decision.

No formal briefs or other technical forms of pleading or motion are required, but a protest and other submissions should be concise, logically arranged, clear, and legible. Any additional information requested

or required by COIC from the protestor, or interested parties shall be submitted as expeditiously as possible, but in no case later than five (5) days after the receipt of such request unless specifically stated by COIC.

Confidentiality

Materials submitted by a protestor will not be withheld from any interested party outside of COIC or from any government agency that may be involved in the protest, except to the extent that the withholding of information is permitted or required by law or regulation. If the protestor considers that the protest contains proprietary materials that should be withheld, a statement advising of this fact may be affixed to the front page of the protest document and the alleged proprietary information must be so identified wherever it appears.

Furnishing of Information on Protests

COIC shall, upon request, make available to any interested party, information bearing on the substance of the protest, including:

(a) Any other documents that pertain to the protest, including correspondence with the bidders.
(b) A statement by COIC explaining its actions and the reasons for them.

A conference on the merits of the protests with members of COIC protest review panel (defined below) may be held at the request of the protestor. The request for a conference should be made in a timely manner so as not to interfere with the resolution of the protest and not later than twenty (20) days after the initial protest was filed.

Withholding of Award

When a protest has been filed before the opening of bids, COIC will not open bids prior to the resolution of the protest. When a protest has been filed after the opening of bids but before the contract award, COIC will not make an award for five (5) days following its decision on the protest. When a protest has been filed after the award but prior to the execution of a contract, COIC will not proceed with the execution of the contract prior to the resolution of the protest. Exceptions to the above may occur if COIC determines that:

(a) The items to be procured are urgently required;
(b) Delivery or performance will be unduly delayed by failure to either make the award promptly or to
(c) continue with the procurement; or,
(d) Failure to make prompt award or to continue with the procurement will otherwise cause undue hardship to COIC or other local, state, or federal governments.

If government agency funds are involved, COIC will notify the appropriate agency in a timely manner and keep the agency apprised of the status of the protest.

Protest Review – Level One

Upon receipt of a protest, the Executive Director will appoint an ad hoc COIC protest review panel to review all relevant materials associated with the protest. The panel shall be comprised of at least two representatives of COIC appointed by the Executive Director. The panel shall determine the validity of the protest and what actions will be taken.

The panel will be directed to prepare a report within fifteen (15) days. The panel will notify the protestor and any interested parties of their findings and actions and of the procedures for requesting reconsideration. The report shall include the following:

(a) Copies of all relevant documents;
(b) A copy of the invitation for bid or request for proposal, including pertinent provisions of the specifications; and,
(c) A copy of the abstract of bids.

Protest Review – Level Two

Reconsideration of a decision by COIC may be requested by the protestor or any interested party. The request for reconsideration shall contain a detailed statement of the factual and legal grounds upon which reversal or modification is deemed warranted, specifying any errors of law made or information not previously considered.

The request for reconsideration of COIC's protest review panel decision shall be filed no later than ten (10) days after the panel issues its written report and shall be filed with the Executive Director. Upon receipt of the request for reconsideration, the Executive Director shall schedule an informal administrative hearing with protestor and the COIC protest review panel. The hearing shall be held not later than fifteen (15) days after receipt of the request for reconsideration.

The Executive Director has the authority to make the final decision on all protests. The Executive Director shall issue in writing COIC's final determination of the reconsidered protest within five (5) days of the administrative hearing. The appellate process ends with the Executive Director's decision; however, the aggrieved party has those remedies afforded by the state courts.

Effect of Judicial Proceedings

COIC may refuse to decide any protest where the matter involved is the subject of litigation before a court of competent jurisdiction or has been decided on the merits by such a court.

COIC

# Exhibit I: Receipt of Addenda

ADDENDA RECEIVED (If none received, write "None Received"):

Addendum No. _____ Date Received _____

Addendum No. _____ Date Received _____

Addendum No. _____ Date Received _____

Addendum No. _____ Date Received _____

Addendum No. _____ Date Received _____

Addendum No. _____ Date Received _____

Date: _____

Signature: _____

Name (Print): _____

Title: _____

COIC

# Exhibit J: Formal Offer Signature Sheet

The undersigned PROPOSER submits this proposal in response to COIC's Request for Proposal #CET 26-01 for the contract named above.

The PROPOSER warrants that it has carefully reviewed the RFP and that this proposal includes a statement of all of the PROPOSER's objections to any provisions of the RFP or contract. The PROPOSER agrees that, if this proposal is accepted by COIC, the PROPOSER will enter into a contract with COIC in substantially the form of the contract language included in this RFP to provide all necessary labor, materials, supervision and other means required to complete the work in accordance with the requirements of this RFP and contract.

Except as otherwise expressly provided in this proposal, this proposal incorporates by reference, as if fully set forth in the proposal, the full content of the RFP and contract.

All documents required by the RFP are attached to this Proposal Form.

The person signing this proposal form for the PROPOSER certifies that he or she is authorized by the PROPOSER to sign this proposal on the PROPOSER's behalf.

Name of PROPOSER _____

Business address _____

_____

_____

Phone _____

Date _____

Authorized Signature: _____

Title: _____

COIC

# Exhibit K: FTA Regulations and Required Third-Party Clauses

This solicitation is subject to and governed by the following FTA regulations.

## ACCESS TO RECORDS AND REPORTS

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, leases, subcontracts, arrangements, other third-party Contracts of any type, and supporting materials related to those records.

Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information, including such records and information the contractor or its subcontractors may regard as confidential or proprietary, related to performance of this contract in accordance with 2 CFR § 200.337.

Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors' access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

## AMERICANS WITH DISABILITIES ACT (ADA)

The contractor 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.

## BOND REQUIREMENTS

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
(b) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract.
(c) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

It is also understood and agreed that if the bidder should withdraw any part or all of their bid within ninety (90) days after the bid opening without the written consent of the Agency, or refuse or be unable to enter into this Contract as provided above, or refuse or be unable to furnish adequate and acceptable Performance and Payment Bonds, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, it shall forfeit its bid guaranty to the extent Agency's damages occasioned by such withdrawal, or refusal, or inability to enter into a Contract, or provide adequate security thereof.

It is further understood and agreed that to the extent the defaulting bidder's bid guaranty shall prove inadequate to fully recompense Agency for the damages occasioned by default, then the bidder agrees to indemnify Agency and pay over to Agency the difference between the bid guarantee and Agency's total damages so as to make Agency whole.

The bidder understands that any material alteration of any of the above or any of the material contained herein, other than that requested will render the bid unresponsive.

Performance Guarantee. A Performance Guarantee in the amount of one hundred (100) percent of the Contract value is required by the Agency to ensure faithful performance of the Contract. Either a Performance Bond or an Irrevocable Stand-By Letter of Credit shall be provided by the Contractor and shall remain in full force for the term of the Contract. The successful Bidder shall certify that it will provide the requisite Performance Guarantee to the Agency within ten (10) business days from Contract execution. The Agency requires all Performance Bonds to be provided by a fully qualified surety company acceptable to the Agency and listed as a company currently authorized under 31 C.F.R. part 22 as possessing a Certificate of Authority as described hereunder. Agency may require additional performance bond protection when the contract price is increased. The increase in protection shall generally equal one hundred (100) percent of the increase in contract price. The Agency may secure additional protection by directing the Contractor to increase the amount of the existing bond or to obtain an additional bond.

If the Bidder chooses to provide a Letter of Credit as its Performance Guarantee, the Bidder shall furnish with its bid, certification that an Irrevocable Stand-By Letter of Credit will be furnished should the Bidder become the successful Contractor. The Bidder shall also provide a statement from the banking institution certifying that an Irrevocable Stand-By Letter of Credit for the action will be provided if the Contract is awarded to the Bidder. The Irrevocable Stand-By Letter of Credit will only be accepted by the Agency if:

1. A bank in good standing issues it. The Agency will not accept a Letter of Credit from an entity other than a bank.
2. It is in writing and signed by the issuing bank.
3. It conspicuously states that it is an irrevocable, non-transferable, "standby" Letter of Credit.
4. The Agency is identified as the Beneficiary.
5. It is in an amount equal to 100% of the Contract value. This amount must be in U.S. dollars.
6. The effective date of the Letter of Credit is the same as the effective date of the Contract
7. The expiration date of the Letter of Credit coincides with the term of the contract.
8. It indicates that it is being issued in order to support the obligation of the Contractor to perform under the Contract. It must specifically reference the Contract between the Agency and the Contractor the work stipulated herein.

The issuing bank's obligation to pay will arise upon the presentation of the original Letter of Credit and a certificate and draft to the issuing bank's representative at a location and time to be determined by the parties. This documentation will indicate that the Contractor is in default under the Contract.

Payment Bonds. A Labor and Materials Payment Bond equal to the full value of the contract must be furnished by the contractor to Agency as security for payment by the Contractor and subcontractors for labor, materials, and rental of equipment. The bond may be issued by a fully qualified surety company acceptable to (Agency) and listed as a company currently authorized under 31 C.F.R. part 223 as possessing a Certificate of Authority as described thereunder.

## BUS TESTING

The Contractor [Manufacturer] agrees to comply with the Bus Testing requirements under 49 U.S.C. 5318(e) and FTA's implementing regulation at 49 C.F.R. part 665 to ensure that the requisite testing is performed for all new bus models or any bus model with a major change in configuration or components, and that the bus model has achieved a passing score. Upon completion of the testing, the contractor shall obtain a copy of the bus testing reports from the operator of the testing facility and make that report(s) publicly available prior to final acceptance of the first vehicle by the recipient.

## BUY AMERICA REQUIREMENTS

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 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 C.F.R. § 661.7.

Build America, Buy America Act. Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget's "Buy America Preferences for Infrastructure Projects," 2 CFR Part 184. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b). In accordance with 2 CFR § 184.2(a), the Recipient shall apply the standards of 49 CFR Part 661 to iron, steel, and manufactured products.

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 C.F.R. § 661.11. Domestic preferences for procurements.

The bidder or offeror must submit to the Agency the appropriate Buy America certification. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as non-responsive. For more information, please see the FTA's Buy America website.

## CARGO PREFERENCE REQUIREMENTS

The contractor agrees:

(a) to use privately owned United States-Flag commercial vessels to ship at least fifty (50) percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available. 46 U.S.C. § 55305, and U.S. Maritime Administration regulations, "Cargo Preference – U.S.-Flag Vessels," 46 CFR Part 381.

(b) to furnish within twenty (20) days following the date of loading for shipments originating within the United States or within thirty (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 46 CFR § 381.7(a)(1) shall be furnished to both the recipient (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590; and

(c) to 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.

## CHANGES TO FEDERAL REQUIREMENTS

Federal requirements that apply to the Recipient 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 Recipient'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.

## CHARTER SERVICE

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

1. Federal transit laws, specifically 49 U.S.C. § 5323(d);
2. FTA regulations, "Charter Service," 49 C.F.R. part 604;
3. Any other federal Charter Service regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

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

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

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

## CIVIL RIGHTS LAWS AND REGULATIONS

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

The Contractor and any subcontractor agree to comply with all the requirements prohibiting discrimination on the basis of race, color, or national origin of the Title VI of the Civil Rights Action of 1964, as amended 52 U.S.C 2000d, and U.S. DOT regulation "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of the Title VI of the Civil rights Act, "49 C.F. R. Part 21 and any implementing requirement FTA may issue.

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), 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, Title VI of the Civil Rights Act of 1964," 49 CFR Part 21, and 49 U.S.C. § 5332, prohibits discrimination in employment on the basis of race, color, religion, sex, or national origin.
3. Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.
4. Nondiscrimination on the Basis of Age. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

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

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

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

1. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. Equal Employment Opportunity. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, et seq.; and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements, without regard to their race, color, religion, national origin, or sex (including sexual orientation). In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA may issue.
4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

## CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

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

Clean Air Act

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

Federal Water Pollution Control Act

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

## CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(a) Applicability. This requirement applies to all FTA grant and cooperative agreement programs.

(b) Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II.

(c) Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

(d) The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(e) The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

Compliance with the Contract Work Hours and Safety Standards Act.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. Withholding for unpaid wages and liquidated damages. The agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

## DAVIS BACON ACT AND COPELAND ANTI-KICKBACK ACT

For all prime construction, alteration or repair contracts in excess of $2,000 awarded by FTA, the Contractor shall comply with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. Under 49 U.S.C.

§ 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In accordance with the statute, the Contractor shall 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, the Contractor agrees to pay wages not less than once a week. The Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States." The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

## DEBARMENT AND SUSPENSION

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. 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 C.F.R. part 180. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

(a) Debarred from participation in any federally assisted Award;
(b) Suspended from participation in any federally assisted Award;
(c) Proposed for debarment from participation in any federally assisted Award;
(d) Declared ineligible to participate in any federally assisted Award;
(e) Voluntarily excluded from participation in any federally assisted Award; or
(f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, 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.

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## DISADVANTAGED BUSINESS ENTERPRISE (DBE)

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

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

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

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 C.F.R. § 26.29(a).

Finally, for contracts with defined DBE contract goals, the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency's written consent; and that, unless the Agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

## DOMESTIC PREFERENCES FOR PROCUREMENTS

(a) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.

(b) For purposes of this section:
   1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
   2. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR 184.

## 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).

## FLY AMERICA

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

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

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

(d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:
   Statement of Unavailability of U.S.-Flag Air Carriers. International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

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

## INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

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.

## NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Recipient 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 Recipient, 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.

## NOTICE TO FTA AND U.S. DOT INSPECTOR GENERAL OF INFORMATION RELATED TO FRAUD, WASTE, ABUSE, OR OTHER LEGAL MATTERS

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

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

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## PATENT RIGHTS AND RIGHTS IN DATA

Intellectual Property Rights. If this Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant the Agency intellectual property access and licenses deemed necessary for the work performed under this Contract and in accordance with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT.

The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Contract and shall, at a minimum, include the following restrictions: Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution.

For purposes of this Contract, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

1. The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.
    (a) Any subject data developed under the Contract, whether or not a copyright has been obtained; and
    (b) Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.
2. Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.
3. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and

expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall not be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

4. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
5. Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.
6. The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

## 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 C.F.R. part 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 C.F.R. part 663 and related FTA guidance.

## 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 modified, except to identify the subcontractor who will be subject to the provisions.

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## PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

(a) Recipients and 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.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also § 200.471.

## 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 thirty (30) days after the contractor's receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

The contractor must promptly notify the Agency whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not

terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent from the Agency.

## PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS

The Contractor agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b): U.S. DOL Certification. Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.

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.

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.

## RESTRICTIONS ON LOBBYING

Conditions on use of funds. No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay 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 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.

Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.

Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form if such person has made or has agreed to make any payment using nonappropriated 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.

Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, whether that person has made or has agreed to make any payment to influence or attempt 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 that loan insurance or guarantee.

Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form if that person has made or has agreed to make any payment to influence or attempt 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 that loan insurance or guarantee.

Certification and disclosure.

(a) Each person shall file a certification, and a disclosure form, if required, with each submission that initiates agency consideration of such person for:
    1. Award of a Federal contract, grant, or cooperative agreement exceeding $100,000; or
    2. An award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding $150,000.

(b) Each person shall file a certification, and a disclosure form, if required, upon receipt by such person of:
    1. A Federal contract, grant, or cooperative agreement exceeding $100,000; or
    2. A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding $150,000,

Unless such person previously filed a certification, and a disclosure form, if required, under paragraph (a) of this section.

(c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraphs (a) or (b) of this section. An event that materially affects the accuracy of the information reported includes:
    1. A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
    2. A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
    3. A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(d) Any person who requests or receives from a person referred to in paragraphs (a) or (b) of this section:
    1. A subcontract exceeding $100,000 at any tier under a Federal contract;
    2. A subgrant, contract, or subcontract exceeding $100,000 at any tier under a Federal grant;
    3. A contract or subcontract exceeding $100,000 at any tier under a Federal loan exceeding
    4. $150,000; or,
    5. A contract or subcontract exceeding $100,000 at any tier under a Federal cooperative agreement,

Shall file a certification, and a disclosure form, if required, to the next tier above.

(e) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (a) or (b) of this section. That person shall forward all disclosure forms to the agency.

(f) Any certification or disclosure form filed under paragraph (e) of this section shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31, U.S. Code.

(g) For awards and commitments in process prior to December 23, 1989, but not made before that date, certifications shall be required at award or commitment, covering activities occurring between December 23, 1989, and the date of award or commitment. However, for awards and commitments in process prior to the December 23, 1989 effective date of these provisions, but not made before December 23, 1989, disclosure forms shall not be required at time of award or commitment but shall be filed within thirty (30) days.

(h) No reporting is required for an activity paid for with appropriated funds if that activity is allowable under either subpart (b) or (c).

## SAFE OPERATION OF MOTOR VEHICLES

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

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

## SCHOOL BUS OPERATIONS

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

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

If Contractor violates this School Bus Agreement, FTA may:

(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 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.

## 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 Department of Transportation (DOT) Seismic Safety Regulations 49 C.F.R. part 41 and will certify to 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, is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.

## SIMPLIFIED ACQUISITION THRESHOLD

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317–200.327. The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America's eligibility and process requirements apply to any procurement in excess of $150,000. 49 U.S.C. § 5323(j)(13).

## SOLID WASTES (RECOVERED MATERIALS)

A Recipient that is a state agency or agency of a political subdivision of a state 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 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.

## SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:

1. The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;

2. The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and
3. The amount of federal assistance FTA has provided for a State Program or Project.

The State agrees to provide the information required under this provision in the following documents:

(a) applications for federal assistance,
(b) requests for proposals or solicitations,
(c) forms,
(d) notifications,
(e) press releases, and
(f) other publications.

## SUBSTANCE ABUSE REQUIREMENTS

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

## TERMINATION

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

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

Opportunity to Cure (General Provision). The Agency, in its sole discretion, may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which

to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions.

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

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

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

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

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

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

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

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

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

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

(a) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and
(b) The Contractor, within ten (10) days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract.
(c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Agency.

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

If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contact or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency.

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

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

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

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

## VETERANS HIRING PREFERENCE

Veterans Employment - Construction contracts 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.

## VIOLATION AND BREACH OF CONTRACT

Disputes: Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the agency. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the agencies 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 agencies authorized representative shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance during Dispute: Unless otherwise directed by the agencies' authorized representative, contractor shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages: Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within 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 agencies authorized representative and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Agency is located.

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

## CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards pursuant to 23 CFR § 940. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

## FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

The contractor certifies that it:

a. Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
b. Was not convicted of the felony criminal violation under any Federal law within the preceding twenty-four (24) months.

If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third-Party Agreement with the Third-Party Participant without FTA's written approval.

2. Flow-Down. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

## SEVERABILITY

The Contractor agrees that if any provision of this agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect.

## TRAFFICKING IN PERSONS

The contractor agrees that it and its employees that participate in the Recipient's Award, may not:

(a) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;
(b) Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or
(c) Use forced labor in the performance of the Recipient's Award or subagreements thereunder.