



PUBLIC WORKS

Request for Proposal #: 320-021224RPG

Regional Public Transportation Services Management Contract

Contract Period: July 1, 2025 – June 31, 2030

Date of Issue: January 6, 2025

Proposal Opening Date: February 17, 2025

at 02:00 PM ET

Direct all inquiries concerning this RFP to:

Ramona P. Gardner

Purchasing Manager

Email: ramona.gardner@rockymountnc.gov

Phone: 252-972-1228



CITY OF ROCKY MOUNT
Public Works/Tar River Transit

Refer ALL Inquiries regarding this RFP to:
Ramona Gardner
Purchasing Manager

Request for Proposal # 320-021224RPG

Proposals will be publicly opened: 2/17/2025 2:00 pm

Contract Type: Services

EXECUTION

In compliance with this Request for Proposals (RFP), and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein. By executing this proposal, the undersigned Vendor certifies that this proposal is submitted competitively and without collusion (G.S. 143-54), that none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that it is not an ineligible Vendor as set forth in G.S. 143-59.1. False certification is a Class I felony. Furthermore, by executing this proposal, the undersigned certifies to the best of Vendor's knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or the City. As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-Contractors for any Contract awarded as a result of this RFP, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system. G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any City Employee associated with the preparing plans, specifications, estimates for public Contract; or awarding or administering public Contracts; or inspecting or supervising delivery of the public Contract of any gift from anyone with a Contract with the City, or from any person seeking to do business with the City. By execution of this response to the RFP, the undersigned certifies, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

Failure to execute/sign proposal prior to submittal shall render proposal invalid and it WILL BE REJECTED. Late proposals cannot be accepted.

COMPLETE/FORMAL NAME OF VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #12):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:	FAX NUMBER:	
VENDOR'S AUTHORIZED SIGNATURE*:	DATE:	EMAIL:

Offer valid for at least 60 days from date of proposal opening, unless otherwise stated here: days.

ACCEPTANCE OF PROPOSAL

If any or all parts of this proposal are accepted by the City of Rocky Mount, an authorized representative of the City of Rocky Mount Purchasing Office shall affix his/her signature hereto and this document and all provisions of this Request for Proposal along with the Vendor proposal response and the written results of any negotiations shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful Vendor(s).

FOR CITY USE ONLY: Offer accept and Contract awarded this _____ day of _____, 20____, as indicated on the attached certification, by _____, Purchasing Manager

(Authorized Representative of City of Rocky Mount Purchasing Office)

PRE-AUDIT: This instrument has been preaudited in the manner required by the Budget and Fiscal Control Act.

Finance Director

Date

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Tar River Transit / City of Rocky Mount
REQUEST FOR PROPOSALS
For Regional Public Transportation Services
Management Contract

PART I. PROPOSAL REQUIREMENTS

1. INTRODUCTION AND SCHEDULE

- 1.1 The Tar River Transit System Governing Board and City of Rocky Mount, hereafter referred to as the “City”, in association with the Tar River Transit Advisory Committee, hereafter referred to as the “PTAC”, is issuing this Request for Proposal (RFP) to hire a firm, hereafter referred to as “Contractor” to provide Transportation Management services for Human Transportation Service, Rural General Public, ADA demand-response para-transit and fixed route bus service for the City of Rocky Mount as well as Nash and Edgecombe counties. Transportation management services are in connection with the Tar River Transit System, hereafter referred to as the “TRT”.
- 1.2 RFP packages are available electronically by accessing the City of Rocky Mount Purchasing webpage.
- 1.3 The table below shows the intended schedule for this RFP. The City will make every effort to adhere to this schedule.

Event	Responsibility	Date and Time
Issue RFP	City	Monday, 1/6/2025
Virtual Pre-Bid Conference	City	Wednesday, 1/22/2025 2:00 pm
Submit Written Questions Deadline	Contractor	Friday, 1/31/2025 12:00 pm (noon)
Response to Questions/Addendum	City	Friday, 2/7/2025
Submit Proposals	Contractor	Monday, 2/17/2025 2:00 pm
Council Meeting	City	Monday, 3/24/2025
Contract Effective Date	City	7/1/2025

Virtual Urged and Cautioned Pre-Proposal Conference

Email Ramona Plemmer at ramona.gardner@rockymountnc.gov for Microsoft Teams invitation.

- 1.3.1 **Proposal Questions:** Upon review of the RFP documents, Vendors may have questions to clarify or interpret the RFP in order to submit the best proposal possible. To accommodate the Proposal Questions process, Vendors shall submit any such questions by the due date noted in the RFP schedule. Written questions shall be emailed to Ramona.gardner@rockymountnc.gov by the date and time specified above. Vendors should enter “RFP # 320-021224RPG: Questions” as the subject for the email.
- 1.3.2 **Proposal Submission:** Vendor shall bear the risk for late submission due to unintended or unanticipated delay—whether delivered by hand, U.S. Postal Service, courier or other delivery service. It is the Vendor’s sole responsibility to ensure its proposal has been submitted to this Office by the specified time and date of opening. The time and date of

submission will be marked on each proposal when received. Any proposal submitted after the proposal deadline will be rejected. For hand delivered bids please note that the Frederick E. Turnage Municipal Building requires all visitors to sign in with the guard stationed on the first floor. Visitors will only have access through the building accompanied by a City employee.

[By Mail]

Mailing address for delivery of proposal via US Postal Service	Office Address of delivery by any other method (special delivery, overnight, or any other carrier).
PROPOSAL NUMBER: 320-021224RPG Attn: Ramona Gardner City of Rocky Mount PO Box 1180 Rocky Mount NC 27802	PROPOSAL NUMBER: 320-021224RPG Attn: Ramona Gardner City of Rocky Mount 331 S. Franklin Street Rocky Mount NC 27802

2. **GENERAL BID INFORMATION**

2.1 **Project Overview**

- 2.1.1 The Tar River Transit System provides public transportation services to the City of Rocky Mount, Nash County, and Edgecombe County. Services are also provided to surrounding counties as needed. The regional public transportation system will be coordinated as two distinct divisions of service, Urban Transit Services and Rural Transit Services. This request for management services bid will detail how these services will be organized and provided during the contract period.
- 2.1.2 The goals of the Tar River Transit Public Transportation System will include efforts to:
 - a. Increase transportation resources and mobility options;
 - b. Increase coordination and partnering opportunities between agencies, organizations, and local governments;
 - c. Reduce costs, promote the use of the most cost-efficient form of transportation, (fixed route or curb to curb); and
 - d. Enhance the overall quality of transportation services provided to the citizens within the defined region.
- 2.1.3 A System Manager, who is employed and appointed by the City Manager of the City of Rocky Mount, with the concurrence of the County Managers of Nash and Edgecombe County and the City, will oversee TRT. The System Manager and the City will provide fiscal support, planning, and project management for the program, including oversight of transportation studies, grants, contracts, etc.
- 2.1.4 The City will seek the best combination of experience, qualifications, price, and other factors that satisfy the City’s needs. The award of the contract shall be made to the most

responsible bidder whose proposal will provide the best value (technical, price, and other factors included) for the City and potential contracting agencies.

- 2.1.4 All administrative and operations offices will be located on the third floor of the historically restored train station located at 100 Coastline Street, Downtown Rocky Mount. Space for staff parking and for the rural transportation fleet will be provided in proximity. The urban vehicles will continue to be kept at the City of Rocky Mount Fleet Maintenance Facility. All costs associated with leased space will be incurred by the City. The current Urban Transit Services contractor occupies an office located at the City of Rocky Mount Fleet Maintenance Facility and occupies a break room/office that is located at the bus portion of the multi-modal transportation facility. The spaces available to the current urban contractor will remain available for the duration of the contract period defined within this RFP.

3. **GENERAL BID CONDITIONS**

- 3.1 **Management Bid:** Bidders will submit a monthly management fee for the periods defined within this RFP to include all contractor expenses and overhead not directly paid or reimbursed by the City. Attachment 5 has been provided to outline the expenses that will be reimbursed, incorporated within the management fee, or directly paid by the City. Those tasks that are labeled as “Directly Paid by TRT” will be processed internally and shall be the sole responsibility of the City of Rocky Mount’s Accounting Division. Those expenses labeled as “Submit detail for reimbursement” will be reimbursed within 30 days upon receipt of a detailed invoice meeting general accounting principles. The awarded Contractor and the City will determine appropriate levels of detail upon contract activation. Actual payroll records and receipts shall be kept available for up to three years following the last fiscal year of service provision. Those expenses labeled as “Management Fee” shall be included in the awarded contractor’s monthly management fee. The awarded Contractor shall provide a single invoice detailing the monthly management fee for Urban and for Rural Transportation services independently. The segregation of the monthly management fee into an Urban and Rural component is needed for Tar River Transit to apply for and allocate Federal and State funding in support of Rural and Urban Transportation programs. All questions regarding this RFP should be addressed during the Virtual Pre-Bid Conference scheduled for January 22, 2025.

Email Ramona Plemmer at ramona.gardner@rockymountnc.gov for Microsoft Teams invitation.

- 3.2 **Addenda:** Any interpretations of this RFP and any supplemental instructions will be in the form of a written addendum which will be forwarded to all prospective firms on record not later than seven (7) days prior to the date fixed for the opening of bids. All addenda shall become part of the contract documents and must be included in the proposed prices. This is a rebid and addenda from the initial solicitation shall be incorporated herein.
- 3.3 **Bid Components:** Section one of the bid is Technical Information. Part two of the bid is the Price Bid. In order to be considered, a bid must be complete with all information submitted in the format outlined in this RFP. All bidders are cautioned to read the entire RFP and to complete and submit all required forms and information. Failure to provide all required forms and information with the submission package may cause the bid to be rejected.
- 3.4 **Legibility of Bids:** All information must be typed. Any and all corrections and/or erasures on bids must be initialed by the person(s) signing the bid package.

- 3.5 Accuracy and Completeness of Bid: Each bidder shall carefully examine the RFP document and take such reasonable steps as needed to ascertain the nature of the work, the conditions that affect the work, and the cost thereof. Failure to do so will not relieve bidders from responsibility for estimating the cost of successfully performing the work according to the specifications and standards set forth herein. Elaborate bids in the form of brochures or other presentations beyond that necessary to present a complete and effective bid are not desired. All bids should be complete and reflect the most favorable terms available from the bidder.
- 3.6 Modification or Withdrawal of Bid: Bids may be modified or withdrawn prior to the bid due date. All such transactions must be submitted in writing and received prior to the bid due date.
- 3.7 Conditional Bids: Conditional bids are subject to rejection in whole or in part.
- 3.8 Late Bids: No late bids will be accepted or considered. The City will not be responsible for late postal delivery service nor will postmark dates be considered in honoring bids. Late bids will be returned unopened and unread.
- 3.9 Additional Claims: The successful bidder shall make no claims and the City shall not be liable for additional payment or any other concession because of the bidder's misinterpretation or misunderstanding of the RFP, contract, or failure to fully acquaint itself with any conditions relating thereto.
- 3.10 Bid Costs: Neither the City, its Transit Governing Board, nor any contracting agency shall be liable for any pre-contractual expenses incurred by any bidder or by a selected contractor. Bidders shall not include such expenses as a part of its Price Bid. The City, the Transit Governing Board, and contracting agencies shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFP. Pre-contractual expenses are defined as expenses incurred by bidders and the selected contractor, if any, in:
- (a) preparing Technical Information and Price Bids in response to this RFP;
 - (b) negotiations with the City on any matter related to this procurement;
 - (c) costs associated with interviews, meetings, travel, or presentations; and/or
 - (d) other expenses incurred by a bidder/contractor prior to the date performance of the contract begin.
- 3.11 Bids Binding: The bid represents an offer to do work as described in this RFP. By submission of its bid, the bidder represents and warrants that it has sufficiently informed itself in all matters affecting the performance of the work or the furnishing of the labor, services, supplies, materials, or equipment called for in this RFP; that it has checked its bid for errors and omissions; that the prices stated in its bid are correct and as intended by it; and are a complete and correct statement of its prices for providing the labor, services, supplies, materials, or equipment required. A bid which does not comply with some or all terms and conditions of the RFP may be rejected as non-responsive. Once submitted and opened, all bids become the property of the City and will not be returned, regardless of the disposition of this RFP. A bid submitted in accordance with the terms and conditions of this RFP shall be binding upon the bidder for the period of time it takes to award an agreement and execute a contract with the successful firm or for a period of 90 calendar days after the bid due date, whichever is lesser.

- 3.12 Confidentiality of Bid Information and Negotiations: All information relative to the number and identity of bidders shall be kept confidential until after award or rejection of all bids. Subject to applicable laws, financial information submitted with bids to establish financial responsibility, price bids, and other financial data such as costs, overhead, etc., shall be handled as confidential and proprietary information. Other non-proprietary information shall become public information after award or rejection of all bids.
- 3.13 Reserved Rights: The City reserves the right to waive any minor irregularities in any and all bids in whole or in part. The City reserves the right to accept or reject any or all bids and re-solicit or cancel this RFP if deemed by the City to be in its best interest, without indicating any reasons for such rejection(s). Rejection of a bid is not grounds for appeal. The City reserves the right to award services based upon the initial bid without conducting oral interviews and/or without conducting negotiations. The City makes no representations that any contract will be awarded to any bidder responding to this RFP. The City reserves the right to negotiate separately with any firm within or outside of the scope of this RFP in any manner deemed appropriate to serve the best interests of the City.
- 3.14 Modification of Scope of Services/Limitations on Funding: All bidders are notified that the City reserves the right to delete or modify any task from the firms Scope of Services at any time during this bid process or the contract period. All bidders are notified that contracts are contingent upon local, state, and federal appropriations. If funding is eliminated or decreased, the City reserves the right to terminate that contract or suspend or modify it accordingly.
- 3.15 Cancellation of Award: The City reserves the right to cancel the award of the contract before execution if the City deems such cancellation to be in its best interest.

4. **PROPOSAL REQUIREMENTS**

- 4.1 The bid package will consist of two (2) separate components. The first component will consist of Technical Information all attachments and enclosures that are required below. The second component will consist of the Price Bid. Three (3) original copies of the bid package should be provided. One (1) electronic copy of the bid in a PDF or a combination of Word or Excel formats should be included on a USB flash drive.
- 4.1.1 Mailing Address:
City of Rocky Mount
Purchasing Division,
P.O. Box 1180
Rocky Mount, NC 27802-1180
- 4.1.2 Street Address:
City of Rocky Mount
Purchasing Division
331 South Franklin Street
Rocky Mount, NC 27804
- 4.2 The Technical Information shall include the following elements:
- 4.2.1 Cover Letter: The cover letter shall:
- a. State that the bid represents an offer to do work as described in the City's RFP.

- b. State that the bidder declares that all documents included in the RFP and addenda, if applicable, have been received and carefully examined, and that the bidder is familiar with the work to be done and understands the requirements for performing the work.
- c. Identify the services for which the firm is proposing to provide service.
- d. Confirm that the bidder is willing and able to initiate start-up after award and begin performing services by August 1, 2020.
- e. State that the signer(s) represent(s) and warrant(s) that the information submitted in the bid is true and accurate to the best of his/her knowledge.
- f. Be signed and dated by (an) official(s) authorized to bind the bidder, as described in this RFP.

4.2.2 Information on the Bidder: The following information shall be submitted:

- a. Name of Bidder.
- b. Principle Office: Provide Street Address, Mailing Address, City, State, Zip Code, Telephone Number, Fax Number.
- c. Name and Title of Individual to Contact for Further Information: Provide Street Address, Mailing Address, City, State, Zip Code, Telephone Number, Fax Number.
- d. Type of Organization: Identify whether the bidder is an individual, a partnership, a corporation, a joint venture, or a non-profit organization. List all names and addresses of applicable parties.
- e. DBE Firms: Indicate whether the bidder is certified as a Disadvantaged Business Enterprise. Indicate whether the bidder is certified as a DBE by the N.C. Department of Transportation.

4.2.3 Professional Qualifications: The bidder shall provide the following information:

- a. A description of the major business functions and history of the bidder's experience in the provision of transportation services. Include an organizational chart which depicts staffing patterns and the "chain of command" for the entire proposing agency.
- b. A description of the bidder's previous experience on projects of similar size, scope, and complexity. Provide the total number of years the bidder has been providing transportation services of any kind, and of those years, how many years' experience the bidder has had in providing (a) general public (b) paratransit services, and (c) urban fixed route services.
- c. A narrative describing the firm's knowledge of North Carolina's transportation structure.

- d. A list naming at least three (3) agencies or organizations for which the bidder has performed transportation and/or related services that are like the work described in this RFP during the past five (5) years. Include the contact person, current telephone number, type of services provided, and dates of service. Any and all references may be contacted.
- e. A description of the qualifications of key personnel who will be assigned to the project. Emphasis should be placed on the Project Manager.

4.2.4 Financial Stability and Ability: The bidder shall provide the following information:

- a. An operating statement and balance sheet audited financial statement, or other acceptable documentation for the bidder for the period January 1, 2019 - December 31, 2019 or for July 1, 2018 - June 30, 2019 substantiating the current financial condition of the bidder.
- b. A statement from the bidder indicating if the bidder has ever failed to complete a contract for similar services in the last five (5) years. If failure is indicated, provide details.
- c. A letter evidencing the bidder's ability to obtain health insurance (**Part II, Section 4.7**) as described in this RFP from an insurance company authorized to do business in North Carolina.

4.2.5 Technical Qualifications: This description must include a complete overview and understanding of project needs and the service categories for which the bid is being submitted. This section of the bid is limited to a maximum of fifteen (15) single-spaced, typewritten pages (10-character font or greater). The description of the bidder's technical qualifications should include, but is not limited to:

- a. A description of how the bidder plans to provide the service. The description should demonstrate understanding of the program as detailed in this RFP. The description should include the bidder's plan for initiating services, dispatch, computer equipment uses or needs, administration, management structure, and service and system development.
- b. List the names, addresses, and telephone numbers of proposed subcontractors, if any, and the role they will play in the performance of contracts. Indicate whether the subcontractor is certified as a Disadvantaged Business Enterprise.
- d. A description of the bidder's strategy for ensuring service quality, cost efficiency, service effectiveness, and cost effectiveness.
- e. A description of how the bidder will ensure the availability of enough personnel to provide satisfactory service.
- f. A description of proposed hiring strategies, wage rates, benefits, training, safety, and employee incentives, training, etc.

- g. A description of the how the bidder will comply with drug and alcohol testing regulations as applicable based on the services to be provided.
- h. A description of how the bidder plans to provide preventive and corrective maintenance on Rural Transit vehicles. Describe the method for Rural Transit vehicle body repairs. Describe how Rural Transit vehicles will be inspected and cleaned.
- i. A description of communication procedures or practices that will be used in the routing/dispatching functions.
- j. A description of the bidder’s customer service philosophy and methods. Describe how the bidder will ensure that quality customer services will be provided for this project.
- k. A description of the bidder’s accident investigation policies and procedures.

4.2.6 Start Up Plan

- a. Bids must include a detailed start up plan. Contractors must be ready to implement a detailed start up plan immediately after award. The contractor will be fully responsible for all tasks associated with the operation of the service under contract on July 1, 2025.
- b. The contractor will not receive any reimbursement for costs associated with startup activities.

4.3 The Price Bids should be provided on the Bid Forms provided in Section VI of this RFP. The City has requested that the Management Fee be divided between Rural and Urban operations for funding allocation purposes.

5. **EVALUATION AND SELECTION**

- 5.1 Bids may be evaluated by a Bid Evaluation Committee comprised of the City, staff, and members of the Board / City of Rocky Mount’s PTAC.
- 5.2 Bids will be evaluated according to factors including, but not limited to, financial stability and ability, technical ability of the bidder and its staff, experience with similar projects, completeness, relative content, and price. Price Bids will be evaluated on the full terms of the contract period to include the four (4) one-year extension options. Bids should be submitted initially on the most favorable terms possible, from a price and technical standpoint.

Evaluation Criteria	Score	Weight
Qualifications & Experiences	1-10	25
Technical Approach	1-10	20
Start-up Approach	1-10	20
Financial Stability	1-10	10
Price	1-10	25

- 5.3 The bid will be checked for completeness relative to the instructions and information required to be submitted.
- 5.4 The committee will be charged with identifying bidders that it deems to have the financial stability and ability to supply the services needed and to successfully carry out the project. Financial information and references provided in the Technical Information are intended to provide information on the capacity of the bidder. This is vital in assuring stable, high-quality transportation services. Unless a bidder's financial stability and ability can be verified and documented, the City will consider the bid as non-responsive. Bids that are determined to be non-responsive will not be further considered by the City in this bid process.
- 5.5 The committee may elect to conduct oral interviews or request clarification of information presented by qualified bidders who are deemed as being in a technically competitive range. Bidders are cautioned that the committee is not required to conduct oral interviews or request clarification from any bidder.
- 5.6 Price Bids will be checked for completeness relative to the instructions and information required to be submitted.
- 5.7 The Price Bid will be evaluated to determine if the proposed price is fair and reasonable based on price analysis for the services to be provided. If the Price bid is evaluated as being fair and reasonable, the bidder may be selected to enter negotiations.
- 5.8 In the event the City does not reach an agreement with the highest ranked firm, negotiations may be initiated with the second highest ranked competitive bidder(s) until a contract is negotiated. The City will consider all elements of the firm's bid to be negotiable.
- 5.9 Although price is important, the City will seek the best combination of experience, qualifications, price, and other factors that satisfy the City's needs. The award of contracts shall be made to the most responsible bidder whose bid will provide the best value (technical, price, and other factors included) to the City and potential contracting agencies.
- 5.10 The City reserves the right to negotiate separately with any firm within the scope of this RFP in any manner deemed appropriate to serve the best interests of the City.
- 5.11 The City will provide a summary of the findings of the evaluation process to its Governing Board. The City will formally award services and authorize the contractor to proceed.

PART II. CONTRACT REQUIREMENTS

1. GENERAL CONTRACT REQUIREMENTS

- 1.1 Period of Performance/Contract Term: The selected bidder, shall enter into a contract with the City to provide the transit services for a five-year (5-year) term which is anticipated to commence on July 1, 2025, and terminate on June 30, 2030.
- 1.2 Options to Renew: The contract shall provide that the City, at its option, shall have the right to renew the Contract for four (4) separate, additional one-year extension terms exercisable by written notice to the Contractor not less than thirty (30) days prior to the end of the initial five (5) year term, or the first extension term.
- 1.3 Execution of Contract Agreements: The successful bidder shall be required, within ten (10) days after receipt of notice of award of the contract, to deliver to the City all contract agreements, duly executed and its execution duly proved. This RFP, the response from the successful bidder, the terms of the RFP, and the successful bid shall be made a part of each contract for services, incorporated by reference as if fully attached.
- 1.4 Bid Bond: Based on the fact that a final bid award price or contract amount can be determined at the time bid responses are submitted, the bid bond amount that is to accompany each bid is 1% of the five (5) year contract value. The bid bond amount is to accompany each bid at the time the bid is opened. No proposal shall be considered or accepted by the City unless, at the time of its filing, the same shall be accompanied by a bid security deposit of cash, a certified check, or a cashier's check on a bank or trust company insured by the Federal Deposit Insurance Corporation in the amount of \$1,000.00. In lieu of making the cash deposit as above provided such Bidder may file a bid bond executed by a corporate surety licensed under the laws of North Carolina to execute such bonds, conditioned that the surety will upon demand forthwith make payment to the City if the successful Bidder fails to execute the contract within ten days after the award or fails to give satisfactory surety as required herein.
- 1.5 Right to Reject Bids: The City reserves the right to reject any and all bids or to waive any and all informalities herein.
- 1.6 Termination or Cancellation of Contract: The City may terminate or cancel the contract, in whole or in part, if it determines that termination or cancellation is in the best interest of the City's Transit System. A notice of termination shall be delivered to the Contractor, specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective. The Contractor shall be paid for work that has been performed and completed up to the date of termination. The Contractor shall promptly submit its termination claim to be paid. A 30-day notice of termination or cancellation shall be required.
- 1.7 Breach of Contract: If the Contractor fails to make delivery of the equipment, supplies, or services within the specified terms of the contract, or fails to perform within the provisions of the contract, the contract may be terminated by reason of default or breach. A written notice of default or breach of contract shall be delivered to the Contractor within a reasonable period after such failure. The Contractor will only be paid the contract price for equipment delivered and accepted in accordance with the requirements set forth in the contract.

If it is determined that the Contractor had a valid reason for not performing, such as a strike, fire, flood, or events which are not the fault of or are beyond the control of the Contractor, the City, 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.

The City in its sole discretion may, in the case of breach of contract, allow the Contractor a specified period in which to correct the defect. In such case, the notice of termination will state the time period in which the correction is permitted and other appropriate conditions.

If Contractor fails to remedy the breach or default, or the violation of any of the terms, covenants, or conditions of the contract within twenty (20) days after written notice from the City setting forth the nature of said breach or default, the City shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against Contractor and its sureties for said breach or default.

1.10 Resolution of Disputes:

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by an authorized representative of the North Carolina Department of Transportation (the NCDOT). This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the City or the Contractor mails or otherwise furnishes a written appeal to the authorized representative of the NCDOT. In connection with any such appeal, each party shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the authorized representative of the NCDOT shall be binding upon the Contractor and the City.

Performance During Dispute - Unless otherwise directed by the NCDOT or the City, Contractor shall continue performance under the Contract while matters in dispute are being resolved.

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

Remedies - Unless the contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City and the Contractor arising out of or relating to the contract or its breach shall be decided by arbitration if the parties mutually agree to arbitrate, or by a court of competent jurisdiction in Edgecombe County, North Carolina.

Rights and Remedies - The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City, or the Contractor shall constitute a waiver of any right or duty afforded either 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.

- 1.11 Protest Procedures: To ensure that protests are received and processed effectively the City shall provide written bid protest procedures upon request. In all instances information regarding the protest shall be disclosed to the NCDOT. All protest requests and decisions must be in writing. A protester must exhaust all administrative remedies with the City before pursuing remedies through the NCDOT. Reviews of protests by the NCDOT will be limited to the City's failure to have or follow its protest procedures, or its failure to review a complaint or protest. An appeal to

the NCDOT must be received by the Department within three (3) working days of the date the protester knew or should have known of the violation. An appeal to FTA must be received by the cognizant FTA regional or Headquarters Office within five (5) working days of the date the protester knew or should have known of the violation. Violations of Federal law or regulation will be handled by the complaint process stated within that law or regulation. Violations of State or local law or regulations will be under the jurisdiction of State or local authorities.

2. CONTRACT INSURANCE REQUIREMENTS

2.1 Insurance:

2.1.1 The Contractor agrees to obtain and keep in force during the term of this contract and any extension term(s) the insurance coverage described below. Such insurance shall be carried with companies that are satisfactory to the City and licensed to do business in the State of North Carolina. Certificate(s) evidencing such coverage shall be furnished to the City prior to commencing any work under any contract resulting from this RFP. The certificate (s) shall contain a provision that coverage shall not be cancelled, reduced, or permitted to lapse unless at least thirty (30) days' prior written notice has been given to the City. The City reserves the right to examine the contractor's original insurance policies. The contractor's insurance shall name the City as the insured (if applicable). The City will be named as loss payee (if applicable).

2.1.2 The minimum insurance coverage which the contractor shall obtain and keep in force is as follows.

- a. Commercial General Liability: Coverage of not less than \$5,000,000 per occurrence and \$5,000,000 aggregate. The City, their officers, agents, and employees shall be included as additional insured. Coverage provided to the additional insured shall be at least as broad as that afforded to the named insured, and limits of insurance afforded to the additional insured shall be the greater of those set forth in the agreement or the policy limits available to the named insured.
- b. Excess/Umbrella Liability Insurance: Coverage of \$5,000,000 per occurrence and \$5,000,000 aggregate over the above required primary limits.
- c. Employers' Liability and Workers Compensation: Covering all personnel and employees of Contractor as required by the North Carolina Workers' Compensation Act, as amended from time to time, with Employers' Liability limits of \$1,000,000 each accident/disease-each employee/disease-policy limit.
- d. The liability coverages required hereunder shall be on an occurrence basis. Claims made policies shall necessitate tail coverage and must be approved in advance by the City of Rocky Mount Finance Department.

Except for Workers' Compensation and any coverage for which it is not permitted, the City must be included as additional insured.

If the Contractor does not meet the insurance requirements specified above, alternate insurance coverage satisfactory to the City may be considered. Any requests for consideration of alternate insurance programs must be presented with Contractor's response to this RFP.

The Contractor will be responsible for the City's deductible with any automobile damage claim. The City's retention on automobile liability is currently \$50,000; therefore, the Contractor will reimburse the City for the first \$50,000 of any claim for damages to a 3rd party's automobile.

The City's deductible for Comprehensive Insurance is currently \$25,000; therefore, the Contractor will reimburse the City for the first \$25,000 of any damage to City owned vehicles.

Upon contract approval, the Contractor will be named on the City's current automobile insurance policy as an "Additional Insurer"; therefore, the Contractor would assume responsibility for reimbursement to the City for any out of pocket expenses in reference to General Liability claims.

Use of subcontractor(s) must be approved in advance and in writing by the City. If the Contractor is permitted to use subcontractor(s) to perform contracted services, the Contractor shall contractually require such subcontractor(s) to meet the insurance requirements of this section, and Contractor shall be and remain liable to the City for all claims, liabilities, actions, or losses resulting from the acts or omissions of any subcontractor(s), notwithstanding the required insurance.

3. **LABOR MANAGEMENT**

3.1 The Contractor shall provide a full range of personnel and labor relation services as may be necessary or applicable, the scope of such services being determined by the Contractor circumstances vis-a-vis its employees and the extent to which its employees are organized. Examples of such services may include, but are not limited to labor relations training, grievance investigation, arbitration services, negotiation preparation, negotiating labor agreements, contract compliance and administration, any training needed or requested relative to contract administration, employee counseling, and general employee relations. The Contractor is responsible for all investigations pertaining to grievances or complaints filed by or against its employees. The Contractor shall fully cooperate with the City in meeting the requirements of the labor protective provisions of Section 13(c) of the Urban Mass Transportation Act of 1964, as amended, (49 U.S.C. 1609) as may be applicable to any contract resulting from this RFP. There is no union in place for employees of the current private operators of the TRT system.

3.2 **Subcontracting:**

3.2.1 The Contractor shall neither assign all or any portion of its interest in the contract, nor shall any of the work or services to be performed under this contract be subcontracted without the prior written approval of the City. No such consent shall be construed as making the City a party to such subcontract or subjecting them to liability of any kind to any subcontractor. No subcontract shall, under any circumstances, relieve the Contractor of its liability and obligation under the contract.

3.2.2 A copy of the proposed subcontract document must be submitted to the City for approval. All subcontractors must meet the same requirements as the Contractor unless exceptions or waivers are specifically granted in writing by the City. The City reserves the right as a condition of approval to require certain clauses be

placed in any subcontracting agreements affecting service provided under this RFP.

4. **SPECIFICATIONS RELATING TO PERSONNEL, TRAINING, ETC.**

- 4.1 Contractor shall employ enough properly qualified personnel to provide the services required. Priority for hiring drivers and staff should be given to qualified drivers and staff who are currently providing this service and who provide quality service. The City will facilitate this effort, but Contractor must make its own determination as to whether the drivers are qualified. The General Manager, office staff, drivers, etc., shall be employees of the Contractor, and the Contractor shall be solely responsible for the driver's acts or omission, including, without limitation, vehicle accidents and personal injuries or property damages flowing therefrom, and for payment of its employees' wages and benefits, as well as for the satisfactory work performance of its employees. The foregoing sentence shall apply to Contractor even if these services are subcontracted out. The Contractor will also ensure that all Contract personnel are trained in accordance with the North Carolina Department of Transportation Minimum Training Standards for Community and Human Service Transportation Code of Federal Regulations/Item 29-1627.3. **Note: The hire date for all existing employees continuing service under contracts awarded pursuant to this RFP shall be their original hire date with the TRT system.**
- 4.2 The Contractor shall maintain the continuity, integrity, and quality of services regardless of changes in personnel, particularly at the management level. The Contractor shall be responsible for ensuring that each employee is properly acquainted with service requirements and his/her responsibilities as an employee. The Contractor shall provide supervision and evaluations as necessary to periodically monitor, manage, and maintain acceptable performance by employees. All employees shall provide their own transportation to/from the Contractor's local office to begin work each day. Employees shall not be allowed to have friends or relatives ride along on vehicles at any time.
- 4.3 The City reserves the right to require removal of any employee from any job if the employee's performance, in the City's reasonable judgment, is detracting from the quality or efficiency of the service.
- 4.4 It is anticipated that the following staff will be needed to perform duties. If these positions presently exist with the Contractor, the Contractor will ensure that all applicable and required obligations under this contract are met. **All direct labor costs, other than the General Manager, shall be passed through to the City without any add-ons, service charges or other increase to the direct labor cost for reimbursement no less than the 15th of the month following the month of service.**
- 4.4.1 **GENERAL MANAGER (GM):** An individual on site responsible for all aspects of the operation. This person must not hold any other position in the operation (e.g., also perform driving responsibilities) and must be free to assume whatever duties are required. The General Manager must have full authority to independently make decisions required for safe and efficient operations. The General Manager shall have experience oriented to serving community needs. The General Manager will be required to meet on a regular basis with the City's System Manager, the Tar River Transit System Governing Board, the PTAC, and City staff to discuss the service. The Contractor shall not remove or re-assign the General Manager at any time after execution of contracts without prior written notice to, and consent by the City. If a project manager is removed or re-assigned,

the contractor shall provide the City with a written summary or resume of the qualifications of the potential replacement project manager for review prior to employment of the person as project manager. **The salary and benefits of the General Manager shall be the sole responsibility of the Contractor and shall be considered as a part of the monthly management fee identified within this bid.**

- 4.42 **ASSISTANT GENERAL MANAGER (AGM):** An individual on site responsible for assisting the GM for all aspects of the operation. This person must not hold any other position in the operation (e.g., also perform driving responsibilities) and must be free to assume whatever duties are required. The AGM will be the direct supervisor for the following positions: Scheduler, Validation/Data Entry Specialist as well as the Medicaid Coordinator. The AGM must have full authority to independently make decisions required for safe and efficient operations in the absence of the General Manager. **The salary for the Assistant General Manager requires the submission of salary detail due to grant requirements.**
- 4.4.3 **OPERATIONS SUPERVISOR(s):** Person(s) responsible for the performance of the fleet and authorized to make operational decisions in the General Manager's absence. An operations supervisor must always be available and within range when vehicles are in service. In association with the General Manager, operations supervisor(s) shall also be responsible for directing how emergencies or other unforeseen operational situations that may arise on a day-to-day basis are to be handled. This individual must be capable of training drivers in applicable subject areas and must be licensed and hold all certificates necessary for their duties. The operations supervisor must also conduct on-road, planned and random supervision of driver performance, investigate accidents and provide road supervision. One operations supervisor shall be on duty for the Urban Transit System during all operational hours. The Rural Transit System shall have an Operations Supervisor available during peak vehicle utilization and no less than eight hours daily.
- 4.4.4 **SCHEDULER:** The Rural Transit Operation must have one full time employee whose duties include the batching / scheduling of all curb to curb transportation requests that fall under the Rural Transit Operation. **The salary for the Scheduler requires the submission of salary detail due to grant requirements.**
- 4.4.5 **VALIDATION / DATA ENTRY SPECIALIST:** The Rural Transit Operation must have one full time employee whose duties include the validation of previous days trips and the tabulation of all operating data associated with the Urban and Rural Transit Systems. **The salary for the Validation / Data Entry Specialist requires the submission of salary detail due to grant requirements.**
- 4.4.6 **MEDICAID COORDINATOR:** The Rural Transit Operation must have one full time employee whose duties include the batching of all Medicaid transportation requests that fall under the Rural Transit Operation. This position will work closely with the County DSS's of Edgecombe and Nash County. **The salary for the Medicaid Coordinator requires the submission of salary detail due to grant requirements.**

- 4.4.7 **DRIVERS:** It is anticipated that approximately 25 full time and 20 part-time or comparable contractor provided drivers will be required to provide services under this RFP. Bidders should determine their own staffing requirements based on the bid submitted.
- 4.4.8 **ESCORTS/AIDES:** Special transportation services (children) may require escorts/aides as necessary to comply with state-mandated ratios. Drivers and staff may be utilized as aides/escorts in alternate positions. Bidders should determine their own staffing requirements based on the bid submitted.
- 4.4.9 **CUSTODIAN:** The City is responsible for the daily upkeep of the facility and grounds of the Bus Transportation Facility. Currently one full time and one part time custodian provide daily cleaning of the grounds and facilities. In addition, the City wishes to maintain its fleet in a pristine condition by providing daily cleaning of all Urban Fixed Route Buses. Currently, one part time Custodian provides cleaning services four (4) hours per day Monday – Friday. A detailed description of custodian duties is provided in Section V.
- 4.5 **Recommended Wages:** The information provided in this section is based on current wages that are paid to employees of the Urban and Rural Transit Systems. The City is recommending that the following wages (as a minimum) be provided by the contractor for existing employees providing services under this RFP. These recommendations are made due to current salaries, and experiences related to the hiring and retention of system employees. The Contractor will represent the City when determining annual increases. In this Section Full Time (FT) shall be considered as any employee who works on average thirty (32) or more hours per week. Part Time (PT) shall be defined as all hours worked less than thirty-two (32) hours per week. The current percentage of full time and part time employees shall be retained but may be altered with the written consent of the City.

<u>Position</u>	<u>Current Wage</u>	<u>No. of Employees</u>	<u>Status</u>
Assistant General Manager	\$65,000.00/Year	1	FT
Scheduler I	\$45,000.00 / Year	1	FT
Scheduler II	\$35,000.00/Year	1	FT
Validation / Data Entry Specialist	\$45,000.00 / Year	1	FT
Medicaid Coordinator	\$45,000.00 / Year	1	FT
Urban Operations Supervisor	\$48,000.00/Year	1	FT
	\$46,000.00/Year	1	FT
Urban Transit Driver	\$25.00 / Hour	1	FT
	\$22.00 / Hour	3	FT
	\$18.00 / Hour	7	FT
	\$16.00 / Hour	7	PT
Rural Operations Supervisor	\$48,000.00 / Year	1	FT

Rural Transit Driver	\$19.00 / Hour	7	FT
	\$16.00/Hour	4	FT
	\$14.00 / Hour	26	PT
	\$13.00 / Hour	9	PT
Custodian	\$ 17.00 / Hour	1	FT
	\$ 15.00 / Hour	1	PT

4.6 Contract Employees shall receive the following benefits:

4.6.1 Full Time Administrative Staff, Urban Operators, Rural Operators, and Custodians shall receive the following benefits.

- 7 Paid Holidays at Eight (8) Hours / Holiday
(New Years, MLK Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day Christmas Day)
- 2 Weeks (10 Days) Paid Vacation at Eight (8) Hours / Vacation Day
- 1 Week (5 Days) Sick Leave at Eight (8) Hours / Sick Leave Day
- Optional 401K Plan

4.6.2 Part Time Urban Operator, Rural Operators, and Custodians shall receive the following benefits.

- 7 Paid Holidays at four (4) Hours / Holiday
(New Years, MLK Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day Christmas Day)
- 1 Week (5 Days) Paid Vacation at Eight (8) Hours / Vacation Day
- 3 Days Sick Leave at Eight (8) Hours / Sick Leave Day
- Optional 401K Plan

4.7 Recommended Health Benefits: **The City requires that group health insurance, or an approved alternate, benefits be provided by the contractor for Full Time employees (32+ hours / week) providing services under this RFP.** The full expense for family coverages will be paid by the employee. These recommendations are made due to past experiences related to the hiring and retention of system employees. Other benefits also may be offered as determined by the Contractor and approved in writing by the City. The bidder will indicate what benefits will be offered in their bid.

4.7.1 It is preferred that the bidder provide a Group Coverage Plan. The plan should provide In-network and preferably Out-of-network options. The Contractor shall provide Group Coverage in the most cost-efficient manner possible. Deductibles and Coinsurance requirements shall be determined by the bidder and shall be detailed within the bid. Alternate insurance plans may be submitted for consideration to the Board / City of Rocky Mount.

a. Prescription Drug Coverage shall be provided at the discretion of the bidder.

4.7.2 The development of a health insurance package for the operations personnel of TRT will require close coordination between the awarded contractor and the City. Final determinations regarding employee health coverage will depend upon current market rates and awarded contractor resources.

4.9 Personnel Requirements: Notwithstanding or limiting other requirements, service specifications, and standards outlined in this RFP, the following requirements also will apply to employees of

the contractor who provide services in relation to this RFP. The Contractor shall conduct whatever investigations are necessary to ascertain compliance with these requirements on all employees prior to employment. Prior to or during the contract period and prior to hiring an employee who cannot meet these requirements, a written request to the City may be made to exempt the particular employee from one or more of the below requirements, if the Contractor feels the employee is justified to be exempted from the requirement(s) given documented findings, such as work record, rehabilitation efforts/success, etc. The City must grant an exemption prior to any employee being hired who cannot meet applicable requirements.

- a. All drivers, operations supervisors, and the project manager shall have a valid Class B license or other designated license as required by the Division of Motor Vehicles for the operation of equipment used in services, including Commercial Drivers License with “P” endorsement if so required.
- b. Each driver, operations supervisor, and the project manager shall have at least five (5) years' driving experience, and all employees shall be at least twenty-one (21) years of age or older.
- c. No driver, operations supervisor, or the project manager shall have more than four (4) accrued points for motor vehicle violations pursuant to Section 20-16 of the North Carolina General Statutes (available upon request) during the two (2) years immediately preceding the date on which the contract is executed.
- d. No driver, operations supervisor, or the project manager shall have committed, been convicted of, or pleaded guilty or no contest to any crime involving the driving of a vehicle resulting in the death of any person.
- e. No driver, operations supervisor, or the project manager shall have been convicted of or pleaded guilty or no contest to driving under the influence of alcohol or a controlled substance during the three (3) years immediately preceding the date on which the contract is executed.
- f. No driver, operations supervisor, or the project manager shall have at any time been convicted of or pleaded guilty or no contest to a charge of driving under the influence of alcohol or a controlled substance while operating a public conveyance.
- g. No employee shall have been convicted of or pleaded guilty or no contest to any other type of crime which would compromise the safety of any passenger.
- h. No employee shall have been convicted of or pleaded guilty or no contest to any crime involving neglect, abuse, or moral turpitude, or who is a habitually excessive user of alcohol or who illegally uses narcotic or other impairing drugs, or who is mentally or emotionally impaired to an extent that may be injurious to any passenger.
- i. All employees shall pass applicable drug and alcohol tests, including pre-employment, reasonable cause, return to duty, post-accident, and random testing.

Note: The Contractor shall provide an annual report to the System Manager showing that all vehicle operators employed by the Contractor are adhering to all applicable requirements associated with vehicle operation via the State Automated Driver’s License System.

4.10 Training/Education: The Contractor shall be responsible for ensuring that each employee is properly acquainted with service requirements. The contractor shall be responsible for scheduling training sessions. The Contractor shall provide the following training through approved programs and show proof of successful completion by all employees as indicated.

4.10.1 General Manager, Operations Supervisors and Drivers:

- a. Minimum Training Standards for Community and Human Service Transportation as listed by the North Carolina Department of Transportation which includes Defensive Driving, ADA, Bloodborne Pathogens and Drug and Alcohol Use. Annual Refresher Training for these standards is required for all contract employees
- b. All training and education about emergency treatment plans including, but not limited to, bloodborne pathogens as required to implement the contractor's Bloodborne Pathogens Exposure Control Plan.
- c. Defensive Driving: Four (4) hours classroom instruction.
- d. Passenger Relations: Importance; Basic Skills; Drivers as Professionals.

4.10.2 General Manager, Operations Supervisors, Drivers, and Escorts/Aides

- a. SNAP (Safety, Needs, and Awareness Program) training program offered through the NCDOT and/or approved local course instruction for SNAP.

4.10.3 All Employees, As Applicable

- a. Anti-Drug and Alcohol Misuse Education Program.
- b. Customer service training.
- c. Any other appropriate training for applicable staff which may be or become required by federal or state government, the City, and/or contracting agencies in order to meet regulatory requirements, including any other specialized sensitivity training as may be requested by and available from some local human service agencies.

4.11 Employee Professionalism: All employees of the contractor must maintain a pleasant, courteous, professional demeanor always. Complaints of rudeness or unprofessional behavior will not be tolerated. If an employee is not serving customers appropriately, the City may require that the employee be removed from service.

4.12 Dress Standards: Contractors are requested to establish a singularly restrictive dress code for drivers and other personnel. This dress code shall be addressed in the firm's bid and meet with the City's final approval. The Dress Standard, should at a minimum, require that all covered personnel wear slacks and a shirt of a common color. Drivers and office personnel shall always appear neat and professional.

5. **SERVICE STANDARDS AND SPECIFICATIONS**

- 5.1 Passenger Assistance and Special Efforts: The Contractor shall understand that passengers with disabilities may need special assistance from time to time which may require special efforts on the part of staff and drivers. The Contractor shall be cognizant of such needs and train and instruct employees to act and respond appropriately under such circumstances.
- 5.2 Behavioral Management: The Contractor will ensure that employees deal with the behavior of any passenger or any passenger's representative(s) in a positive manner. Passengers shall not be subjected to treatment of a physical nature by an employee or by another passenger. Passengers shall not be subjected to treatment of a psychological nature such as humiliation by derogatory, sarcastic, or punitive remarks, harsh or profane language, or actual or implied physical threats by an employee or by another passenger. The Contractor shall contact his direct supervisor, who in turn should inform the System Manager, for assistance if necessary, in resolving any behavioral problems or other problems encountered in serving a passenger.
- 5.3 Fares: Applicable fares for the Urban and Rural Transit system shall be collected by the contractor. Drivers shall carry no change. Contractor should adhere to the City's Fare Collection Policy when collecting fares at the end of each workday.
- 5.4 Vehicle Cleanliness/Appearance: **Rural Transportation Vehicles** must be clean and free of all dirt and litter. The contractor shall ensure by all necessary means that vehicles are kept clean and neat on the interior and exterior. The interior of each vehicle shall be swept, wiped down, and windows cleaned, and trash removed daily. A thorough cleaning and scrubbing of the interior shall be made at least once per week, preferably more. The vehicle exterior must remain clean and free of all dirt and grime. Vehicle exteriors must be washed and scrubbed at least every two (2) weeks. In inclement weather, vehicles may require more frequent washing. Vehicles and cleaning records shall be available for inspection at any time to determine verification of this effort. **The Urban Transit Fleet cleaning requirements are addressed in Part V of this RFP.**
- 5.5 Prohibited Activities on Vehicles: The Contractor shall not allow consumption of food or beverages at any time in a vehicle used to provide services under this RFP. This policy shall apply to drivers, escorts, and passengers on a vehicle. Exceptions to this policy may be made for medical reasons upon appropriate documentation from a health care provider. The Contractor shall prohibit the smoking of any tobacco product or other substance and the carrying of a lighted cigar, cigarette, or pipe at any time in a vehicle used to provide services under this RFP. This policy shall apply to drivers, escorts, and any other passengers on a vehicle. Concealed weapons are prohibited in City facilities, in any vehicle, and on any employee or passenger served through this contract. The Contractor may place appropriate signs on each vehicle stating these policies. The Contractor shall not operate a cell phone at any time in a vehicle used to provide services under this RFP. This policy shall apply to all drivers. See **Attachment # 6**.
- 5.6 Complaints: Complaints or other service concerns shall be reported to the System Manager directly. If any complaints are received by a Contractor, they must be reported to System Manager within twenty-four (24) hours on a TRT complaint report form. The Contractor shall be provided a description of complaints/comments received that are applicable to services provided by the Contractor. The Contractor shall review and provide a response to the System Manager, which shall include an explanation, corrective action, or other response as appropriate. The Contractor must respond to complaints within two (2) working days of receipt.
- 5.7 Accidents/Damage/Incidents: The Contractor shall report all accidents, damage, or incidents which occur in connection with the performance of services, regardless of severity or location, to the System Manager. Initial report of accidents may be made by telephone within twenty-four (24) hours of occurrence. The Contractor shall submit a written accident/damage report form to

the System Manager within 48 hours of occurrence. On monthly reports to the City, the Contractor shall report any collisions resulting in injury or property damage to an apparent extent of \$500 or more. The Contractor shall provide the City with the firm's written policies and procedures regarding accidents and related traffic violations that occur in the provision of services.

- 5.8 Emergency Treatment Plan: Notwithstanding or limiting other requirements, service specifications, and standards or other approved policies and procedures that the contractor may institute, the Contractor shall follow the general guidelines in this section regarding emergency situations that may arise during the performance of transportation services. During the registration/certification process, the Contractor shall obtain and designate on trip manifests information relative to serious or life-threatening medical conditions (seizures, allergies to foods, medications, etc.) of passengers who receive transportation services. (Age and/or physical or mental disabilities may not necessarily constitute a special medical condition.) Drivers shall be instructed to be cognizant of such special medical conditions in the event of an accident, incident, or other emergency that may arise while the passenger is being transported. In the event of an accident, incident, or other emergency situation that occurs while the passenger is Boarding, disembarking from, or riding on a vehicle (regardless of whether or not passenger(s) may have special medical conditions), the driver shall be responsible for employing emergency first aid, CPR, bloodborne pathogens procedures, or other procedures as may be appropriate to the circumstance. The driver shall use radio equipment to contact the office to obtain any information available on the person's medical condition, to call an emergency contact person and/or agency, to call for emergency medical services, and/or to otherwise report the situation or obtain guidance on whether to proceed to the nearest hospital. In the event the driver does not provide and/or follow plans for emergency treatment, the Contractor shall subject the driver to disciplinary action and/or termination of duties.
- 5.9 Service Interruptions: In the event of system difficulty which results in an interruption of service, the System Manager will advise the contractor what actions to take. If any situation or condition which could impact service develops or is expected by the Contractor, the System Manager must be informed immediately. Such potential service interruptions could include, but are not limited to labor disputes, civil disorder, severe weather, significant equipment problems, severe driver shortages, etc. These conditions will not relieve the contractor of their service obligations under the contract. The Contractor shall provide written procedures to the City establishing emergency and "back-up" transportation arrangements. In addition, the Contractor shall coordinate emergency and/or disaster-related services with those established with Emergency Management Services (plan available upon request).
- 5.10 Inclement Weather: The System Manager will make all service delivery decisions relating to inclement weather and will determine whether service will operate or at what level service will operate. In most cases these decisions will be based on agency/facility operation schedules. If severe weather is anticipated, contractors are responsible for taking necessary precautions to ensure that vehicles can be deployed as necessary. Under no circumstances will contractors be permitted to independently decide to suspend service. Drivers can exercise their discretion and good judgment in cases where isolated hazardous road conditions exist.
- 5.11 Confidentiality of Passenger Information: The Contractor shall recognize that the protection of private information and careful professional discretion are tantamount to ethical practice in providing services. Employees of the Contractor may routinely have access to or may overhear information concerning a passenger's personal or family circumstances. Any and all information regarding any passenger served by TRT shall be kept strictly confidential. Neither the Contractor nor employees of the Contractor shall discuss or release such information to any party in any

form, within or outside of the workplace, without the authorization of the individual and/or their parent or guardian, and if applicable, the contracting agency sponsoring the passenger's transportation. The Contractor shall require all employees to sign a statement ensuring their understanding of this policy and agreeing to maintain the confidentiality of passenger information as a condition of employment.

- 5.12 Medical Equipment: Medical equipment is portable equipment utilized by a person for medical-related purposes (e.g. portable oxygen tanks, etc.). The Contractor shall provide transportation services to persons who utilize portable medical equipment in accordance with the following guidelines and procedures:
- 5.12.1 Drivers and other staff are not responsible for the operation of medical equipment transported with and/or used by a passenger during travel.
 - 5.12.2 Riders who request transportation with medical equipment shall (a) be informed of (1) above; (b) may be asked whether the medical equipment must be used during travel and, if not, requested to not use the medical equipment during travel; and/or (c) may be requested (not required) to travel with an escort or personal care attendant on vehicles.
 - 5.12.3 The Contractor shall determine the most appropriate manner to secure medical equipment in place on the vehicle.
 - 5.12.4 Upon review and approval by the System Manager, the contractor may decline to transport medical equipment if the passenger cannot be transported safely with the medical equipment. In such cases, the passenger shall be advised of their need to obtain transportation services by other appropriate means (i.e. convalescent ambulance or ambulance services).
- 5.13 Transportation of Wheelchairs: As defined by the Americans With Disabilities Act, a wheelchair is defined as a mobility aid belonging to any class of three-or-more-wheeled devices, usable indoors, designed or modified for and useable by individuals with mobility impairments, whether operated manually or powered. The Contractor shall safely transport wheelchairs and shall provide services to persons who utilize wheelchairs in accordance with the following guidelines:
- a. The Contractor must carry a wheelchair and occupant if the lift and vehicle can physically accommodate them, unless doing so is inconsistent with legitimate safety requirements. **“Legitimate safety requirements” includes such circumstance as a wheelchair such size that it would block the vestibule or would interfere with the safe evacuation of passengers in an emergency.**
 - b. The Contractor shall use securement systems and any other safety means necessary to ensure that all wheelchairs transported are properly secured. A transit provider cannot limit transportation of wheelchairs and other mobility aids based on inability of the securement system to secure the device. **“Legitimate Safety Requirements” must be based on actual risk, not on mere speculation, stereotypes, or generalization about individuals with disabilities or about the devices they use for mobility purposes.**
 - c. If a device does not meet wheelchair guidelines, the Contractor may refuse to transport the device. The Contractor shall, in its monthly report to the City, identify any situations in which passengers were refused service for this reason.

- d. The Contractor may inform the passenger about any risks of transferring or not transferring from a wheelchair to a vehicle seat. The passenger shall make the decision of whether to transfer.

5.14 Compliance with Standards

5.14.1 Unannounced Inspections: Quality of service is of great importance in the operation of the Transit System. The System Manager reserves the right to make unannounced inspections of records and equipment relating to the safety and quality of service, ride on vehicles, or conduct other monitoring inspections as appropriate. Such inspection will include, but not be limited to, trip records, billing records, customer complaint records, accident records, vehicle maintenance records, all City-owned equipment, customer service and employee training, and performance records.

5.14.2 Service Assessments: Performance of the Contractor and compliance with the terms and conditions of this RFP and resultant contracts shall be assessed throughout the contract period by the City, the PTAC, and/or its contracting agencies or designees. Further, the System Manager shall perform an in-depth assessment of the Contractor's compliance with standards on a bi-annual basis or more often if necessary. The Contractor shall be provided a thirty (30) day written notice of such assessments. The Contractor shall have an opportunity to respond to the results of such assessments. In the event of noncompliance with the terms and conditions of this RFP and resultant contracts hereto, the City shall impose such contract sanctions and/or penalties as it may determine to be appropriate, including but not limited to: (a) terms, conditions, and deadlines for achieving compliance; (b) authorization to withhold payments under contract until compliance is achieved; and/or (c) recommendation for cancellation, termination, or suspension of contract in whole or in part. If the Contractor subcontracts for any service provision or administrative service, the subcontracting agency must agree to be assessed and monitored by the Contractor and/or the City as appropriate and applicable.

5.15 Safety/Inspections: The System Manager reserves the right to inspect vehicles, equipment, and records associated with vehicles and equipment at any time in order to ensure proper maintenance and safe operating conditions. The Contractor shall perform pre-trip and post-trip safety inspections of vehicles prior to beginning and ending daily service. Forms for these purposes are available from the System Manager. Daily inspections shall include, but not be limited to, (a) physical damage report; (b) exterior checks (wipers, mirrors, tires, lights, cleanliness, etc.); (c) interior checks (seat belts, accessibility and securement equipment, emergency and safety equipment, horn, lights, heating/air conditioning, brakes, cleanliness, vehicle registration and inspection, etc.); and (d) engine checks (oil, battery, radiator, wiper wash, belts, hoses, etc.). For passenger comfort, the heating and air-conditioning units on all vehicles must be kept in proper working order. Vehicles failing the daily inspection will not be used in service until the reason for failure is corrected. All practices, materials supplies, and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any applicable federal, state and/or local safety or environmental codes.

5.16 Vehicle Usage/Storage: Vehicles leased to the contractor shall be used solely for the provision of services authorized through the City. Personal usage and/or use for any other purpose is prohibited. Vehicles shall be locked and stored at a secure location as directed by the City / System Manager.

- 5.17 Communications Equipment: As a part of the contract, the Contractor shall agree to properly utilize and maintain City-Owned communications equipment. Communications equipment shall include the radio base station and power supply, mobile radios microphones, and antennas. An inventory of communications equipment shall be maintained by the System Manager. The Contractor shall supply comparable communications equipment for contractor-supplied vehicles. The Contractor shall properly train all employees in the use of communications equipment. Passenger confidentiality shall be maintained while utilizing communications equipment.
- 5.18 On-Board Equipment:
- 5.18.1 Bloodborne Pathogens Kits: The City shall provide bloodborne pathogens kits and any other items required to comply with OSHA's bloodborne pathogens standard. Such on-Board equipment shall be provided for all vehicles used in performing services. On-Board equipment supplied for bloodborne pathogens control shall be monitored for compliance relative to the contractor's Bloodborne Pathogens Exposure Control Plan. The Contractor shall provide the same in equipment supplied by the contractor.
- 5.18.2 Fire Extinguishers/First-Aid Kits: All City-Owned vehicles have fire extinguishers and first-aid kits on Board. The Contractor shall provide fire extinguishers and first-aid kits for all vehicles supplied by the Contractor.
- 5.18.3 Cleaning, Maintenance, and Replacement of On-Board Equipment: As a part of its lease agreement for vehicles, the contractor shall agree to utilize and maintain all on-Board equipment owned and provided by the City for use in performing services. An inventory of City-Owned equipment shall be maintained by the System Manager. The Contractor shall be responsible for maintaining the inventory of on-Board equipment.
- 5.19 Facilities and Equipment
- 5.19.1 Office Space: The Contractor will be supplied with a suitable facility to serve as a depot for this service.
- 5.19.2 Telephones/Equipment: The Contractor shall supply all telephone lines for scheduling services and administrative purposes and for call back service if applicable. The Contractor shall be provided at least one (1) additional separate phone line for fax transmissions and shall be provided an answering machine and a plain paper fax machine.
- 5.19.3 All furnishings and supplies necessary for this service will be supplied by the City.

6. **MONTHLY MANAGEMENT REPORT:**

- 6.1 This report is due to the System Manager on or by the tenth (10th) working day following the end of the month for which service is provided. The report shall consist of Rural Transit and Urban Transit components:
- 6.2 Narrative Report: This section provides detailed information on the following:

- (1) Staff tenure and turnover report listing staff members performing work for this service, including hire date, position, changes in employment status (promotions, terminations, separations, etc.).
- (2) Staff training report listing all staff, their position, their hire date, all required training areas, the date training was provided to each employee, and the date future training courses are scheduled.
- (3) Vehicle repairs, state inspections, and preventative maintenance performed on Rural Transit vehicles.
- (4) Report on accidents (specified as preventable or non-preventable), damage, and incidents, including the date of occurrence, vehicles involved and amount of apparent damage, description, passengers on board and injuries, if applicable. Include traffic violations that occurred in the performance of services associated with the RFP.

6.3 Rural Transit Reports & Urban Transit Reports shall contain the following data:

- (1) One-way trips per
Total vehicle hour
- (2) Total vehicle miles consumed per
One-way trip
- (3) Total vehicle hours consumed per
One-way trip
- (4) Total passenger miles;
- (5) Percent deadhead miles an hour;
- (6) Accidents/incidents per 100,000 miles of operation;
- (7) Breakdowns per 100,000 miles of operation;
- (8) Road calls per 100,000 miles of operation;
- (9) Percent of denied trips to total requested;
- (10) Percent of no-shows to total trips provided;
- (11) Percent of cancellations to total trips provided; and
- (12) Complaints by type (*e.g.* driver, vehicle, timeliness, etc.).

6.4 The Contractor shall keep all records on file three (3) years and three (3) months from the end of each fiscal year. In the case of any audit exception, records must be retained until the exception is settled. Such records shall include but not be limited to manifests, dispatch records, billing records, accident reports, etc. These records must be surrendered on demand if requested and/or at the end of the contract period at no cost to the City.

7. **SPECIFICATIONS RELATED TO REPORTING AND BILLING**

- 7.1 Accounting Procedures: The Contractor shall utilize general recognized accounting practices for this project.
- 7.2 Records, Reports, Reporting Procedures
- 7.2.1 The Contractor agrees that all books and records maintained by the contractor pertaining to contracts resulting from this RFP will be open and made available to the City, PTAC, contracting agencies, and/or their representatives, for purposes of inspection or audit during normal business hours and upon reasonable notice. Any program or case files maintained by the contractor to document the provision of services to passengers shall be kept in locked files.
 - 7.2.2 The City is required to report certain administrative and operational information in accordance with requirements by the North Carolina Department of Transportation - Public Transportation Division. The Contractor will be required to provide applicable information in whatever form is necessary to comply with state and/or federal reporting requirements.
 - 7.2.3. The Contractor must collect all service-related data and information required by the City. Such data will include but not necessarily be limited to actual service performed, passengers transported, passengers scheduled but not transported and why, revenue/driver hours, no-show trips, vehicle utilization and mileage.
 - 7.2.4 The Contractor must enforce driver collection of all information required on vehicle manifests. Manifests will be designed by the System Manager. It is imperative that all required manifest information be collected accurately and completely.
 - 7.2.5 The Contractor shall maintain detailed personnel records on each employee providing service under this RFP, including but not limited to: employment application, employee certifications for drug and alcohol requirements, confidentiality, etc., copy of driver's license, training certificates, etc., and any other information necessary to substantiate compliance with applicable requirements of this RFP.
- 7.3 Other record keeping requirements may be prescribed as necessary.

8. **INDEMNITY AND HOLD HARMLESS:**

8.1 **INDEMNITY**

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the City, its elected and appointed officials, employees, agents, and subcontractors from and against all claims, payments, damages, loss, and expenses, regardless of whether attributable to bodily injury, sickness, disease, or death, or to injury or destruction of property, including, but not limited to, attorney fees and cost, arising out of, or in any way related to, or alleged to arise out of or be related to, an act or omission of the Contractor, its employees, agents, or subcontractors in the performance of its duties under the contract with the City for transit services, regardless of whether such claims,

damages, loss, and expenses are caused in part by any person or entity indemnified hereunder. This indemnity specifically includes a duty to defend the City and the persons and entities indemnified hereunder with attorneys acceptable to the City in its reasonable discretion. This indemnity includes and applies to all acts or omissions of drivers operating City own transit vehicles, regardless of whether the drivers are employed by the Contractor or a subcontractor or other agent of the Contractor.

PART III: URBAN FIXED ROUTE TRANSIT SERVICES

1. PROJECT DESCRIPTION - URBAN TRANSIT DIVISION

- 1.1 TRT operates a seven bus, ten route urban fixed route transit system using seven (7) twenty-eight (seated) passenger Low Floor transit buses and two (4) 25-foot light transit vehicles. Service is provided five (5) days weekly from 6:45 AM to 6:45 PM and on Saturdays from 9:15 AM to 5:45 PM. The Urban Transit System currently operates 65.0 revenue hours per weekday and 33.5 revenue hours per Saturday.
- 1.2 The Urban Transit system observes the following holidays: New Years Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
- 1.3 The City shall furnish buses, all mechanical maintenance, services, and fuel.
- 1.4 The City will furnish seven (7) buses for each weekday and four (4) for each Saturday of scheduled service. The buses will be available in the parking lot of the City's Fleet Maintenance Division at 106 East Grand Avenue Rocky Mount, NC.
- 1.5 The City will directly provide all mechanical maintenance for the buses, as well as fuel. The buses will be maintained and fueled at the City's Fleet Maintenance Division.
- 1.6 The City will furnish approximately 2,500 square feet of office space in the transit transfer facility. The office will be supplied with desks and chairs, a lockable filing cabinet, two telephone lines, and lockers for the Urban Transit driver's belongings.
- 1.7 The City will also furnish a supervisor's office at the fleet maintenance facility. The contractor will have access to keys to the Fleet Maintenance Facility and the Bus Transfer Facility to allow access as necessary.
- 1.8 The City will be responsible for counting and handling the revenues from the fareboxes. Farebox revenue will be delivered to the City of Rocky Mount's Collections vault every Monday – Friday by the Urban Operations Supervisor.
- 1.9 The City will determine the routes and schedules to be operated, the fares to be charged, and the standing policies governing the level and quality of service provided.

2. SERVICES SUPPLIED BY THE CONTRACTOR

- 2.1 The Contractor shall furnish operators sufficient to operate all scheduled transit services. The Contractor shall be responsible for the operators regardless of whether they are employed by the Contractor or a subcontractor or other agent. The Contractor is responsible for establishing the work schedules for the operators. The operators are responsible for completing all information on the bus log and defect reports. All information on these reports must be correct.
- 2.2 In accordance with Section 13 (c) no bid will be awarded that worsens the conditions and benefits of the current operators.

- 2.3 The operator is responsible for collecting cash fares, tokens, passes, and transfers from all riders and for recording this information by trip.
- 2.4 Transfers are issued to riders on request. The operator must issue the transfer to a specific route.
- 2.5 For a transfer to be accepted from a rider in lieu of a cash fare, token, or a pass, the following conditions must be met:

The passenger must be at the downtown transfer center or Oakwood Shopping Center,

The transfer must have been issued from another route to the accepting route,

The date must correspond to the date on the transfer, and

The route must be the next available from the time the transfer was issued.

If any of these conditions are not met, the transfer slip is not valid and should not be accepted as fare payment. Transfer slips will be kept until the end of each day and will be turned in to the supervisor along with other paperwork.

- 2.6 A defect report form is always to remain on the buses. The purpose of the form is to inform service personnel of something unusual about the operation of the bus. A defect report form is to be completed each day. If something unusual is detected, the driver should fill out the report, writing the bus number, the date, the area(s) of problem and sign the form. If nothing unusual is detected, the driver should write the bus number, the date, write “no problem” and sign the form. The driver is to give this form to the contractor’s supervisor, who in turn will give the form to the city’s fleet maintenance supervisor. The fleet maintenance supervisor will take appropriate actions regarding any defects.
- 2.7 In efforts to ensure compliance with ADA, operators are responsible for verbally announcing major stops.
- 2.8 The buses are equipped with wheelchair ramps. Operators are responsible for operating the ramp and securing the belts onto the frame of the wheelchair. All operators must be trained to proficiently operate the ramp and securement systems.
- 2.9 The Contractor shall provide a part time employee (Approximately 4 hours / day) who shall clean all Urban Transit vehicles after every weekday of operation. This person shall be compensated as reflected in Part II of this RFP and shall follow the cleaning requirements outlined in **Attachment # 4**. All cleaning supplies and materials will be provided.

3. **ACCIDENTS AND INCIDENTS**

- 3.1 The Contractor agrees to require the drivers to report any accident, collision, or incident whether it results in damage to any bus or injury to any person immediately as it occurs.
- 3.2 The System Manager is responsible for investigating all accidents and incidents. Accidents and incidents are to be reported on City provided forms.

4. **INCLEMENT WEATHER**

- 4.1 In the event bus service is canceled before service is scheduled to begin on any given day because

of inclement weather or other factors beyond the City's control, the City shall authorize pay for two employee hours, if during the week or on Saturday, provided that the employee scheduled to go out on the first run reported for work in person on time at Fleet Maintenance.

- 4.2 In the event bus service is canceled after service has begun on any given day because of inclement weather or other factors beyond the City's control, the City authorizes a minimum of two hours employee pay or the actual employee hours of service completed that day.

5. **URBAN TRANSIT OPERATIONS SUPERVISOR**

- 5.1 The Contractor will furnish competent supervisory staff to supervise the operators. At a minimum, the supervisor(s) is to perform the following duties:
- 5.1.1 Dispatch buses in the morning. Assure that all buses depart from fleet maintenance on schedule, but no sooner than 20 minutes before the first scheduled departure from the transfer center.
 - 5.1.2 Always maintain contact with bus operators and the System Manager.
 - 5.1.3 Deliver farebox vaults to the Collection's office daily.
 - 5.1.3 Meet with the General Manager daily, delivering previous day's paperwork and reporting any incidents or unusual situations.
 - 5.1.4 Conduct regular route and schedule checks. The supervisor shall conduct a minimum of 25 schedule adherence checks each weekday and 10 schedule adherence checks each Saturday. The checks shall be evenly distributed throughout the day.
 - 5.1.5 Constantly monitor driver performance.
 - 5.1.6 Investigate any complaints received by the System Manager.
 - 5.1.9 Assist in local bus rodeo, if one is planned.
 - 5.1.10 Arrange for operator coverage in case of absence from duty.
 - 5.1.11 Accept buses in the evening.
 - 5.1.12 Secure all bus logs and farebox shift end reports. Restock buses with bus logs, defect reports, schedules.
 - 5.1.13 Secure farebox vaults used during the day and replace them with empty vaults.
 - 5.1.14 Forward defect reports to the fleet maintenance supervisor.
 - 5.1.15 Assist in data collection.
 - 5.1.16 Perform monthly bus shelter and bus stop sign inspections.
 - 5.1.17 Other tasks as may be needed.

PART IV: RURAL TRANSPORTATION SERVICES

1. PROJECT DESCRIPTION – RURAL TRANSIT DIVISION

- 1.1 Rural Transportation Services shall be available Monday through Saturday, 5:00 a.m. to 7:00 p.m.
- 1.2 Service will not be provided on the following holidays: New Year's Day, Martin Luther King Jr, Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. The contractor shall post supplied notices of each holiday on all vehicles at least one (1) week prior to each holiday closing. Other holidays may be observed by agencies to which passengers are transported thereby negating the need for transportation to those specific agencies on holidays.
- 1.3 The Contractor shall ensure that services provided to persons with disabilities, including persons who use wheelchairs, is equivalent to the level and quality of service offered to individuals without disabilities. Such service, when viewed in its entirety, shall be provided in the most integrated setting feasible and shall be equivalent with respect to: (1) response time; (2) fares; (3) geographic service area; (4) hours and days of service; (5) restrictions on trip purpose; (6) availability of information and reservation capability; and/or (7) constraints on capacity or service availability. The contractor shall inform the System Manager of any circumstances or situations whereby services are not provided on an equivalent basis.
- 1.4 The Contractor shall ensure that each person receiving transportation services is certified by a contracting agency and that the trip scheduled is eligible for reimbursement to the City. In some instances, it is possible for a passenger to be certified by multiple contracting agencies, depending on trip purposes, eligibility requirements, and availability of funding. The Contractor shall ensure that various trips are billed to appropriate accounts and contracting agencies. The Contractor shall determine any special needs of clients including, but not limited to, the need for lift-equipped vehicles or other special assistance, shall determine if personal care attendants or escorts will be accompanying clients, and shall schedule adequate time in providing the service for addressing such needs.
- 1.5 The Contractor will accept reservation calls between the hours of 8 am to 5 pm Monday through Friday. An answering machine will be available for after-hours and weekends. Occasionally same-day trips may be needed for special passenger needs. Contractors shall not provide same-day service without authorization from the System Manager.
- 1.6 The Contractor will maintain trip requests on a Reservations Log. The Contractor will objectively assign trips based on common origin / time and vehicle needs (lift equipped versus standard), distance, and any other factor that may contribute to choosing the most efficient option for a passenger.
- 1.7 Schedules may require last-minute or same-day additions or modifications based on service requests and when the requests are made. The Contractor will work with the System Manager to develop procedures that will facilitate this process.
- 1.8 Passengers who give a pick-up time will be scheduled for that specified time. Passengers who give an appointment time are generally scheduled for pick-up sixty (60) minutes prior to their appointment time. Many passengers, particularly those with medical appointments, do not know what time they will be ready to return and will be scheduled as a call back. These passengers will

call the contractor when they are ready to return, the contractor has sixty (60) minutes to respond to the pick-up.

2. SCHEDULING SOFTWARE

- 2.1 The Contractor will schedule all trips through a computerized routing and scheduling system provided by the City. This software will manage all client data and trip requests. The software will also handle all billing for TRT.
- 2.2 The Contractor should be open to new billing and routing strategies. The Contractor will adopt the software and billing strategies chosen by the City. The Contractor will be expected to receive training on the new software system and successfully implement any software chosen by the City.
- 2.3 The Contractor shall back up all client reservation databases nightly and retain one copy of the database at an off-site location. All data must be kept confidential and should be stored under lock and key. Any personnel overtime incurred due to lost data as a result of the failure to properly perform daily back-ups may be refused for reimbursement.

3. RIDERSHIP STATISTICS

- 3.1 Ridership and mileage statistics for FY 2024 are provided in **Attachment # 1**. These statistics represent services provided through the rural transit system. It is anticipated that agencies and organizations that currently contract with TRT for transportation services will do so in the future. Further, we anticipate that the implementation of new initiatives soon will encourage and enhance the provision of additional service opportunities.

4. SERVICE STANDARDS AND SPECIFICATIONS

- 4.1 Service Quality, Efficiency and Effectiveness: The Contractor shall design services, perform trips, and utilize vehicles in such a manner that demonstrates cost efficiency, service effectiveness, cost effectiveness, and service quality in meeting the service demands. The contractor shall provide services in such a manner as to avoid any undue delays, and services shall be provided by the shortest and/or safest route. The Contractor shall ensure that deadhead miles are limited to a minimum. Contractors will be required to meet any and all service standards and specifications described in this RFP. All standards and specifications described in this RFP are designed to provide maximum efficiency and quality of service and must always be complied with. The service standards and specifications outlined in this section represent minimum standards. Out stationed vehicles will be utilized whenever feasible to reduce deadhead miles and hours.
- 4.2 Response Time: The Contractor shall honor all next-day service requests and reservations of up to thirty (30) days in advance of a requested trip. Next-day service shall include those service requests made before/after reservation hours, on weekends, and on holidays. If the Contractor receives requests for same-day service which can be honored, the contractor shall be required to serve such requests.
- 4.3 Negotiation of Pick-Up Time: The Scheduler may negotiate pick-up times but shall schedule services within one hour of the requested time of pick-up (at either end of the trip).

- 4.4 On-Time Service/Wait Time: All trips must be completed as close to on-time as possible. The on-time window is not to be construed as “extra time”. Drivers must arrive within twenty (20) minutes before or after a scheduled pick-up time. Actual pick-up and drop-off times shall be recorded on each trip manifest. If necessary, drivers may sound a short blow on the vehicle horn immediately upon arrival. If the passenger does not come out within five (5) minutes the trip shall be recorded as a no – show. If no response is received the driver should notify dispatch. The driver may not depart until instructed by the dispatcher. Dispatchers are required to maintain a record of all such activity, and drivers must also mark the trip manifest with the appropriate code (no-show, cancelled, etc.), as directed by the dispatcher. Passengers who are call back returns shall be picked-up within sixty (60) minutes of receipt of their return call.
- 4.5 Ride Times: Ride times shall be maintained at the lowest possible rate while maintaining productivity.
- 4.6 Curb to Curb Service and Passenger Assistance: TRT operates as a curb to curb service. Drivers shall assist passengers curb to curb. Drivers are not permitted to assist passengers beyond the curb for any reason, except for in an extreme emergency. Drivers must render assistance to passengers who use the wheelchair lift. Drivers are also expected to render assistance while passengers Board or disembark from vehicle and to passengers who need help getting seated and secured. Passengers can bring as many "grocery bag size" packages on the vehicle as they can carry themselves. Guide animals and passengers requiring the use of oxygen tanks are allowed on all vehicles.
- 4.7 Safety of Passengers: The Contractor shall ensure the safety of passengers by any and all means necessary, including, but not limited to, driver training, retraining and monitoring; use of seat belts by the drivers and passengers at all times; use of child restraint devices as required by law; vehicle maintenance; maintaining order in and around vehicles; providing safety and emergency procedures, etc. Drivers (or the aide/escort if one is required) shall visually check each passenger to make sure seat belts are fastened and/or that child restraint devices are properly secured. Passengers should not leave the driver’s sight; vans should not be left running if the driver is not behind the wheel; and other common-sense approaches to safety will be taken. The Contractor shall contact the System Manager for guidance if safety problems are encountered in serving a passenger.
- 4.8 Passenger Assistance and Special Efforts: The Contractor shall understand that passengers with disabilities may need special assistance from time to time which may require special efforts on the part of staff and drivers. The Contractor shall be cognizant of such needs and train and instruct employees to act and respond appropriately under such circumstances.
- 4.9 Attendants/Escorts: The Contractor shall allow any passenger certified for specialized transportation services to have one attendant/escort, if so requested and authorized during trip scheduling.

5. SPECIFICATIONS RELATING TO VEHICLES, EQUIPMENT, AND FACILITIES

5.1 City - Owned Vehicles

- 5.1.1 See Attachment #2 for a list of vehicles available. It is anticipated that the vehicles described in this RFP (including expansion vehicles) are enough to provide services if the vehicles are utilized to their maximum potential. The

Contractor shall make their own determination based on their own experience and bids to perform the services required under this RFP.

- 5.1.2 The City will allow use of vehicles at no cost to the Contractor.
 - 5.1.3 The System Manager may elect to change the fleet composition at any time to accommodate service demands. Vehicles will be replaced at a time and of a type to be determined by the System Manager.
 - 5.1.4 Vehicles shall be replaced and/or disposed of by the System Manager in conjunction with the City's Capital Improvements Schedule and approved grant applications. The contractor shall advise the System Manager of any information necessary to determine and document the condition of vehicles in order to adequately assess the need for and justify the request for replacement and expansion vehicles. No vehicle may be retired from service without the System Managers permission.
- 5.2 Back-Up Vehicles: The System Manager shall ensure by all necessary means that enough fleet and back-up vehicles are available to meet service requirements and state guidelines (one backup vehicle for every five vehicles).
- 5.3 Fuel and Tires: In order to reduce service costs, the contractor will use the City's fuel purchase system. The Contractor will be required to utilize the City's fuel purchase system in purchasing fuel for operation of City-Owned vehicles. The Contractor shall be responsible for assuring that the Rural Transit fuel cards are used within established guidelines and shall be responsible for maintaining all records necessary to use the City's fuel purchase system. The Contractor shall work with the System Manager in utilizing the fuel card system. The City will pay for all approved fuel consumption. The Contractor will use the City's tire contract in order to purchase tires for all City vehicles. The Contractor will be provided with information related to the installation of tires. The City will directly pay for all approved tire replacements; this shall include tires, installation, balance, wheel alignments, and tire disposal fees. Any other suspension related expenses will be reimbursed by the City.
- 5.4 Vehicle Maintenance: The Contractor shall maintain all rural vehicles and provide towing service for all vehicles used to provide Rural Transit services. Maintenance practices shall include both preventative maintenance and corrective maintenance programs. Such programs shall be designed in accordance with the manufacturer's specifications, warranties, and/or in accordance with the state's preventative maintenance guidelines at a minimum (available upon request). Where duplicate standards exist, the Contractor shall be required to maintain vehicles in accordance with the stricter standards. The Contractor shall use its best efforts to schedule maintenance at times which do not interfere with normal passenger service. The Contractor shall maintain a comprehensive maintenance record for each vehicle and shall provide a monthly report to the City describing all maintenance, repairs, and expenditures made for each vehicle. A complete record of warranty or recall repairs performed on each vehicle must be maintained. This information must be included in the regular maintenance history of the vehicle. It is the Contractor's responsibility to establish arrangements for warranty service at the appropriate dealership of choice. The City will not routinely become involved in warranty repairs claims. The City reserves the right to specify the location(s) at which maintenance shall be performed and/or vendors that perform maintenance services. The Contractor will be reimbursed for all maintenance charges upon receipt of actual expenditures by the City. Historical data detailing the actual maintenance costs per mile provided by vehicle has been provided in **Attachment # 3.**

6. CONTRACTOR BILLING

- 6.1 The Contractor will prepare all Rural Transportation System invoices.
- 6.2 Contractors are required to determine proper fare collection procedures for collecting fares and tickets.
- 6.3 Contractors shall not bill trips for any approved escort or personal care attendant who travels with a passenger. The approval of a passenger traveling with an escort or personal care attendant will be determined at the time of scheduling.
- 6.4 All return trips shall be billed according to the sponsoring agency.
- 6.5 The Contractor will bill for a no-show trip if a passenger does not go on an authorized, dispatched trip as described in these specifications. If a passenger is a no-show for a pick-up, the return trip (if scheduled) shall be cancelled and may not be billed as a no-show unless the passenger specifically indicates that they will still need the return trip. The Contractor shall bill only one no-show trip if more than one passenger did not show for scheduled trip from the same pick-up point. The Contractor shall not bill for a no-show trip if one or more passengers did not show for scheduled trips from the same pick-up point, but one or more passengers from that pick-up point were transported as scheduled.
- 6.6 The Contractor shall not bill for any trip which has been cancelled prior to dispatching a vehicle. If a passenger cancels a pick-up, the return trip also will be cancelled unless the passenger specifically requests the trip to continue being reserved.
- 6.7 Contractors must submit monthly invoices and statements to the System Manager in the design prescribed by the System Manager. Monthly invoices and statements are due no later than the seventh (7th) day of the month following the month being billed. The contractor shall provide a detailed (by each passenger trip) statement. **Statements shall be provided by funding source.** Statements shall reflect the passenger name, date of service, origination, destination, number of trips, total vehicle miles, client share miles, cost per client, and monthly totals for the above. Total miles and cost per passenger shall not be carried to more than four (4) decimal places.
- 6.8 The System Manager or contracting agencies will verify actual trips performed, no-show trips, fares, etc. The contractor may be penalized for excessive errors and or omissions from monthly invoices.
- 6.9 It will be the responsibility of the System Manager, with assistance of the General Manager, to bill the agencies and to collect all payments.
- 6.10 The Contractor will receive one monthly reimbursement within thirty (30) days after submission of monthly invoices, statements, and other required information.
- 6.11 Each contracting agency shall have the right to review and verify costs billed. The System Manager shall have the authority to authorize adjustments and credits to Contractor's bills. If excessive adjustments or credits are made to an invoice due to Contractor error, the System Manager may deduct them from the next monthly payment to the Contractor.

PART V: CUSTODIAL SERVICES

2. PROJECT DESCRIPTION – TAR RIVER TRANSIT CUSTODIAL SERVICES

- 1.1 The Contractor is responsible for the daily upkeep of the Rocky Mount Bus Transportation Facility as well as the Rocky Mount Train Station. The cleanliness of these facilities is required seven days per week, fifty-two (52) weeks per year. Currently one full time Custodian is employed to provide custodial services Monday through Friday. A part time Custodian provides custodial services on Saturdays, Sundays, and Holidays. The full-time Custodian averages forty (40) hours per week and the part-time custodian averages eight (8) hours per week.
- 1.2 The Contractor maintains the daily cleanliness of Seven (7) Low Floor Buses and Five (5) Cutaway Buses. To accomplish this task Tar River Transit now contracts for the services of one (1) part time Custodian to clean the vehicles and maintain them in a pristine condition. The part time Custodian in charge of bus cleaning averages twenty (20) hours per week. The part time Custodian in charge of bus cleaning observes the same holidays as the Urban Fixed Route transit system.
- 1.3 The City will supply all supplies and materials required to perform the duties associated with Facility and Bus rolling stock upkeep.
- 1.4 A detailed description of the activities required for this section is enclosed as “**Attachment #4**”.

PART VI: MONTHLY MANAGEMENT FEE

1. **URBAN TRANSIT DIVISION**

1.1 Urban Transit Division Management Fee / Month –

YEAR	QTY.	UOM	DESCRIPTION	MTH PRICE	ANNUAL PRICE
1	12	MTH.	FY26 Urban Transit Division: monthly management fees	\$_____	\$_____
2	12	MTH.	FY27 Urban Transit Division: monthly management fees	\$_____	\$_____
3	12	MTH.	FY28 Urban Transit Division: monthly management fees	\$_____	\$_____
4	12	MTH.	FY29 Urban Transit Division: monthly management fees	\$_____	\$_____
5	12	MTH.	FY30 Urban Transit Division: monthly management fees	\$_____	\$_____
OPTIONAL EXTENSION					
			YEAR 1	\$_____	\$_____
			YEAR 2	\$_____	\$_____
			YEAR 3	\$_____	\$_____
			YEAR 4	\$_____	\$_____

2. **RURAL TRANSIT DIVISION**

2.1 Rural Transit Division Management Fee / Month –

YEAR	QTY.	UOM	DESCRIPTION	MTH PRICE	ANNUAL PRICE
1	12	MTH.	FY26 Rural Transit Division: monthly management fees	\$_____	\$_____

2	12	MTH.	FY27 Rural Transit Division: monthly management fees	\$_____	\$_____
3	12	MTH.	FY28 Rural Transit Division: monthly management fees	\$_____	\$_____
4	12	MTH.	FY29 Rural Transit Division: monthly management fees	\$_____	\$_____
5	12	MTH.	FY30 Rural Transit Division: monthly management fees	\$_____	\$_____
OPTIONAL EXTENSION					
			YEAR 1	\$_____	\$_____
			YEAR 2	\$_____	\$_____
			YEAR 3	\$_____	\$_____
			YEAR 4	\$_____	\$_____

3. **BID CERTIFICATION**

3.1 **Exceptions:** (If you have any exceptions to the requirements of this bid request, please state them here):

ATTACHMENT 1: RURAL TRANSIT OPERATING STATISTICS

Rural Transit Division Operating Statistics July 1, 2023 – June 30, 2024

Vehicle Revenue Miles:	2,124,594
Vehicle Revenue Hours	58,345
Total Passenger Trips	120,871
Subscription	65.4%
Demand Response	34.6%
Average Trips/Day	519
Average Miles/Day	6,212
Average Hours/Day	141

Urban Transit Division Operating Statistics July 1, 2023 – June 30, 2024

Annual Vehicle Revenue Miles:	317,950
Annual Vehicle Revenue Hours	20,647
Annual Total Passenger Trips	200,895

- Statistics include two Shuttles serving Nash Community College, Little Easonburg, Battleboro, and Goldrock.

ATTACHMENT 2: RURAL FLEET INVENTORY

(Vehicles in Maintenance Program)

<u>Year</u>	<u>Make</u>	<u>Vin Number</u>	<u>Vehicle Type</u>	<u>Max cap</u>	<u>WCH Cap</u>	<u>Fuel</u>
2011	Dodge	2D4RN5DG5BR629262	Mini Van	7	0	Gas
2019	Ford	1FDVU4XM1KKA21033	Lift	9	2	Gas
2019	Ford	1FDVU4XM5KKA29197	Lift	9	2	Gas
2019	Ford	1FDVU4XM7KKA29198	Lift	9	2	Gas
2019	Ford	1FDVU4XM9KKA29199	Std	8	2	Gas
2019	Ford	1FDUV4XMOKKA31441	Std	8	2	Gas
2019	Ford	1FDVU4XM2KKA31442	Std	8	2	Gas

2020	Ford	1FDVU4X83LKA02200	Lift	8	2	Gas
2020	Ford	1FDVU4X80LKA02199	Lift	8	2	Gas
2020	Ford	1FDVU4X85LKA02201	Lift	8	2	Gas
2020	Ford	1FDVU4X87LKA02202	Lift	8	2	Gas
2020	Ford	1FDVU44X89LKA02203	Lift	9	3	Gas
2020	Ford	1FDVU4X80LKA02204	Lift	9	3	Gas
2021	Ford	1FBVU4X85MKA66488	Lift	9	3	Gas
2021	Ford	1FBVU4X87MKA66489	Lift	9	3	Gas
2021	Ford	1FBVU4X86MKA40627	Lift	9	3	Gas
2024	Ford	1FDVU4X86RKB21304	Lift	9	3	Gas
2024	Ford	1FDVU4X87RKB21845	Lift	9	2	Gas
2024	Ford	1FDVU4X82RKB21882	Lift	9	2	Gas
2024	Ford	1FDVU4X8XRKB21046	Lift	9	2	Gas
2024	Ford	1FDVU4X82RKB20795	Lift	9	3	Gas
2024	Ford	1FDVU4X84RKB21124	Lift	9	3	Gas
2024	Ford	1FDVU4X83RKB21485	Lift	9	3	Gas
2024	Ford	1FDVU4X84RKB21477	Lift	12	0	Gas
2024	Ford	1FDVU4X81RKB21095	Lift	9	3	Gas
2024	Ford	1FDVU4X85RKB21388	Lift	12	0	Gas
2024	Ford	1FDVU4X80RKB21377	Lift	12	0	Gas

Vehicles are owned by Tar River Transit.

ATTACHMENT 3: URBAN FLEET INVENTORY

<u>Year</u>	<u>Make</u>	<u>Vin Number</u>	<u>Vehicle Type</u>	<u>Max Cap</u>	<u>WCH Cap</u>	<u>Fuel</u>
2012	Dodge	2C4RDGBG9CR324833	Mini Van	7	1	Gas
2013	Chevrolet	1GB6G5BL4D1149123	Bus	17	2	Diesel
2013	Chevrolet	1GB6G5BL0D1148017	Bus	17	2	Diesel
2015	Champion	1FDFE4FS3FDA34586	Bus	17	2	Gas
2015	Champion	1FDFE4FS5FDA34587	Bus	17	2	Gas
2015	Champion	1FDFE4FS6GDC12265	Bus	17	2	Gas
2017	Gillig	15GGE2718H1093195	Bus	30	2	Diesel
2017	Gillig	15GGE271XH1093196	Bus	30	2	Diesel
2017	Gillig	15GGE2711H1093197	Bus	30	2	Diesel
2017	Gillig	15GGE2715H1093199	Bus	30	2	Diesel
2017	Gillig	15GGE2713H1093198	Bus	30	2	Diesel
2017	Gillig	15GGE2718H1093200	Bus	30	2	Diesel

2017	Gillig	15GGE271XH1093201	Bus	30	2	Diesel
2018	Gillig	15GGE2715J3093410	Bus	30	2	Diesel
2018	Ford	1FDFE4FS2JDC24128	Bus	17	2	Gas
2018	Ford	1FDFE4FS2JDC24131	Bus	17	2	Gas

Vehicles are owned by Tar River Transit.

ATTACHMENT 4: CUSTODIAL FACILITY SERVICE DAILY DUTIES

Facility Daily

Custodial Facility Service Daily Duties

Please check completed tasks.

Bus Station

Grey Hound Office Area

- Empty wastebaskets. Change liners if dirty.
- Dust and clean fingerprints from all exposed furniture tops
- Clean and sanitize telephone with a damp cloth using disinfectant.
- All windows, both inside and outside are to be spot cleaned daily.
- Sweep floors.
- Wash tile floor surfaces (Monday, Wednesday, Friday)
- High dust all areas above the six-floor height to remove cob webs, dust, etc. (Monday only)
- Dust picture frames (Friday)

Bus Station Lobby Area

- Clean the restrooms
- Sweep and mop all floor tiles meeting all safety requirements to prevent accidents.
- Clean and Sanitize all drinking fountains.
- Empty and clean ashtrays and trash containers
- Spot clean sliding glass doors and rear doors.
- Clean benches inside and outside. Remove gum from the bottom of the benches (Tuesday)
- Wipe down and dust all vending machines (Tuesday)
- Wipe down the railings and scale on the loading dock. (Thursday)
- Dust the vents on the air duct pipe to prevent dust and dirt buildup. (Tuesday)
- High dust areas above 6' for cobwebs, dust, etc. (Tuesday)
- Dust picture frames and area fixtures.
- Sweep the loading dock floor. Use damp mop, if necessary. (Thursday)
- Wash windows above door height inside and outside. (Tuesday)

Surrounding Areas of Bus Station

- Pick-up debris surrounding the bus station, the Tar River Transit bus bays, the Greyhound bus bays, the entrance road, the parking lot on the South side of the YMCA, the dumpster area on the South side

of the YMCA, and all adjacent landscaped areas.

____ All trash cans are to be emptied daily and can liners replaced. The outside of the trash cans shall also be wiped down as needed.

I certify the following tasks with checkmarks have been completed.

Signature of Employee

Signature of Urban Supervisor

Train Station

First Floor Lobby Areas

- ____ Clean the restrooms
- ____ Clean, sanitize and polish drinking fountains, brass rail, and revolving door.
- ____ Empty and clean waste receptacles and reline them.
- ____ All glass and framing on entrances (Monday, Wednesday, Friday)
- ____ Wipe down and dust vending machines and display cases.
- ____ Wipe down all inside benches, all radiators and all grilled radiator covers.
- ____ Wipe clean all elevator surfaces inside and outside at all floor levels.
- ____ Clean up gum and other adhesives from the benches, floors, etc
- ____ High dust areas for cobwebs, etc. inside and outside under the canopied entrances to the building (Monday)
- ____ Wash transom glass inside and outside including the atrium area (Monday)
- ____ Wash exterior windows inside and outside. (Monday)
- ____

Amtrak Ticket and Baggage Area

- ____ Empty wastebaskets and re-line them as needed.
- ____ Clean restrooms
- ____ Dust and clean the ticket counter from both sides including the glass.
- ____ Dust and clean fingerprints from exposed furniture tops, including desks, chairs, tables, lamps, filing cabinets, shelves, sills and ledges from a height of six feet or below. This task should be accomplished in a manner that does not disturb any of the objects that are on the surface. A complete cleaning and polishing of the surface shall be done any time the surface is clear of all objects.
- ____ Clean and sanitize telephones with a damp cloth using disinfectant. Extreme care must be used not to spray or drip or drip any water or cleaning products into or onto the telephone.
- ____ All windows, both inside and outside, are to be spot cleaned daily with window blinds, if installed, dusted and spot cleaned as needed.
- ____ Vacuum any upholstered surfaces on an as needed basis.
- ____ Sweep out baggage room and baggage loading area.
- ____ Wash tiled floor surfaces (weekly)
- ____ High dust all areas for cob webs, dust etc.(weekly)
- ____ Dust window blinds.(weekly)
- ____ Dust/clean ceiling fan blades in AMTRAK lobby as needed. (weekly)

Tar River Transit Driver's Lounge

- ___ Empty wastebaskets. Change liners if dirty.
- ___ Dust and clean fingerprints from all exposed furniture tops
- ___ Clean and sanitize telephone with a damp cloth using disinfectant.
- ___ All windows, both inside and outside are to be spot cleaned daily.
- ___ Sweep floors.
- ___ Wash tile floor surfaces (Wednesday)
- ___ High dust all areas above the six-floor height to remove cob webs, dust, etc. (Monday only)

2nd and 3rd Floors

- ___ Clean restrooms
- ___ Clean elevator surfaces
- ___ Sweep and dust mop hallway floor surfaces
- ___ Dust window ledges, radiators and any other surfaces up to door height
- ___ Remove trash set out by the elevator by tenants.
- ___ Vacuum hallway runners and mats
- ___ Mop hallway floor surfaces
- ___ High dust
- ___ Clean window blinds

Surrounding Areas

- ___ Empty trash receptacles and cigarette urns daily.
- ___ Pick-up debris in the surrounding areas of the train station, including the area between the bus station and the train station, the area under the canopy in front of the station, the rural van parking lot, the northside parking lot with the dumpster, and the east side between the tracks and train station, especially under the canopy

I certify the following tasks with checkmarks have been completed.

Signature of Employee

Signature of Rural Supervisor

Bus Cleaning -Daily

Custodial Bus Service Daily Duties

Cleaning Requirements

Normally, there are six (6) buses every day that must be cleaned Monday through Friday. The contractor awarded the contract will be responsible for ensuring the cleanliness and appearance of the buses. The duties of the contractor are as follows:

Daily

- Sweep and mop interior of buses
- Clean windows and door glass
- Wipe down and condition dashboard
- Clean seats
- Wipe down stanchions and handrails
- Clean interior dome lights
- Wash exterior of all buses that ran on route that day
- Keep supply locker and wash bay areas clean
- Check interior signs and put up signs inside the buses as needed

Biweekly

- Polish bus rims
- Wash roof of bus

The contractor is NOT to hose out the interior of the bus.

As the Board / City of Rocky Mount will be providing the needed supplies and materials, usage will be monitored.

Cleaning Hours and Location

Buses are cleaned Monday through Friday evenings.

All buses are to be cleaned in the wash bay of the Fleet Maintenance facility.

The facility closes at 11:30 p.m.

Each night before leaving, the cleaner must ensure that the wash bay is clean and all cleaning materials and supplies are properly stored.

ATTACHMENT 5: EXPENSE ALLOCATION

Expense	Managed By:	Payment Processed By:
Payroll and Related		
Drivers & Attendants	Contractor	SDR
Bus Cleaning labor	Contractor	SDR
Facility Cleaning labor	Contractor	SDR
Office Staff	Contractor	SDR
Payroll taxes -FICA	Contractor	SDR
Payroll taxes - Unemployment	Contractor	SDR
Payroll taxes - Federal unemployment	Contractor	SDR
Health plan (Negotiated Terms) Employee Only	Contractor	SDR
Workers compensation	Contractor	SDR
Vehicle and Maintenance Related		
Fuel	TRT	DPT
Rural Vehicle Maintenance	Contractor	SDR
Urban Vehicle Maintenance	TRT	DPT
Insurance - Liability, Collision, Property Damage	Contractor	SDR
Vehicle licenses	TRT	DPT
Personal Property Tax on Vehicles	TRT	DPT
Vehicle Inspections	Contractor	SDR
Bus Wash and Cleaning Supplies	Contractor/TRT	DPT
Facility and Grounds Maintenance		
Facility Rent	TRT	DPT
Utilities	TRT	DPT
Facility Maintenance	TRT	DPT
Property Tax	TRT	DPT
Facility Cleaning Supplies and Materials	Contractor/TRT	DPT
Other		
Driver Uniforms	Contractor	SDR
Driver Appreciation - Dinners, etc	Contractor/TRT	SDR & DPT
Drug Testing	Contractor/TRT	SDR
Education & Seminars / Not General Manager	Contractor	SDR & DPT
Equipment Rental	Contractor	SDR
Miscellaneous	Contractor	SDR & DPT
Office Products	TRT	DPT
Business Use of Staff Personal Cars - IRS Mileage Rate	Contractor	SDR
Physicals (DOT Renewals)	Contractor	SDR
Postage / Shipping	Contractor	SDR
Printing and Copying	TRT	DPT
Radio Repairs and Related	TRT	DPT
Safety and Training Materials/Supplies	Contractor	SDR
Service Agreements - Copier, Network, Software, etc.	TRT	DPT
Software	TRT	DPT
Telephone (Service Charge & Equipment)	TRT	DPT
Temporary help	Contractor	SDR

Management Fee

Corporate Overhead - Includes		
General Manager Salary & Benefits	Contractor	MF
Liability and Comprehensive Insurance	Contractor	MF
Corporate Accounting	Contractor	MF
Cost of Payroll Processing	Contractor	MF
All Corporate Travel Related to Contract	Contractor	MF
Travel Related to Benefits Enrollment	Contractor	MF
Conferences - GM and Corporate	Contractor	MF
Contractor Internal Forms and Printing	Contractor	MF
Corporate Travel and Entertainment	Contractor	MF
Start Up Costs	Contractor	MF
Contractor Profit	Contractor	MF
Physicals (Pre-Employment)	Contractor	MF
Miscellaneous Personnel - Flowers, etc.	Contractor	MF
Recruiting - Newspaper Ads	Contractor	MF
Contractor Dues/Subscriptions	Contractor	MF
Education & Seminars - General Manager	Contractor	MF
Contractor Owned and Operated Admin. Vehicles	Contractor	MF

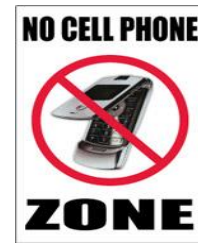
Legend

SDR - submit detail for reimbursement

DPT - direct paid by TRT

MF - management fee

ATTACHMENT 6: TAR RIVER TRANSIT CELL PHONE POLICY



Effective Date: February 10, 2020

Employees are prohibited from using cellular telephones while operating a Tar River Transit vehicle. Transit employees may have cell phones within their possession; however, cell phones must not be in use while the Transit vehicle is in motion. All cell phones must be stowed away and out of reach of vehicle operators while on duty. If an employee must use a cell phone while on duty, they must pull over to a safe location and use the phone in a passenger seat or outside the vehicle. Employees must not use cell phones at any time while sitting in the driver's seat of the vehicle.

1st Offense: Per the City of Rocky Mount, any violation of the above stated Cell Phone Policy will result in immediate termination.

As a reminder, section 4.19 of the Policy and Procedures Handbook outlines Transit Management of Rocky Mounts Cell Phone standard:

For Operators operating a revenue vehicle, cellular/mobile telephones or any type of electronic device shall not be used when their vehicle is in motion. The Operator may have their cellular/mobile telephone in their possession but the use of it should only be for contacting their supervisor or General Manager in case of emergency or when their radio is not operational. All van operators must ensure that their vehicle is not in motion while using cell phones. Any violation of this policy will result in immediate termination.

ATTACHMENT 7: ACCEPTANCE OF FEDERAL AND STATE REQUIREMENTS

Special Conditions for Operations and Management Contracts

*Access this document by visiting the link here: <http://www.rockymountnc.gov/services-finance-bids/>

The undersigned, _____ (name), being the _____ (title), of the business named on the Execution Page, do hereby agree to the terms and conditions of the Federal and State Requirements and Special Conditions for Operations and Management Contract document.

Associated documents:

- Attachment A: Certification Regarding Lobbying
- Attachment B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier covered Transaction
- Attachment C: Certificate of Compliance with Buy America Rolling Stock Requirements
- Attachment D: Certificate of Non-Compliance with Buy America Rolling Stock Requirements
- Attachment E: Affidavit of Compliance with N.C. E-Verify Statutes

ACCESS TO RECORDS AND REPORTS

- a. **Record Retention.** The Contractor will retain and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records.
- b. **Retention Period.** The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. 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.
- c. **Access to Records.** The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract in accordance with 2 CFR § 200.337.
- d. **Access to the Sites of Performance.** The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract 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 Updated March 2023 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 [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 100% 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 100 percent of the Updated March 2023 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 StandBy 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 Updated March 2023 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.

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, the U.S. Department of Transportation, and FTA. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

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 nonresponsive. For more information, please see the FTA's Buy America webpage at:

<https://www.transit.dot.gov/buyamerica>

RESTRICTIONS ON LOBBYING

Conditions on use of funds.

(a) 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. Updated March 2023

(b) 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.

(c) 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 non-appropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.

(d) Each person who requests or receives from 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.

(e) 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, Updated March 2023

(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 \$150,000; or,
- (4) 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 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.

CARGO PREFERENCE REQUIREMENTS

The contractor agrees:

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

CHARTER SERVICE

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

may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

1. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;
2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or
3. Any other appropriate remedy that may apply. The contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

CIVIL RIGHTS LAWS AND REGULATIONS

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

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

- a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.
- b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

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

3 **Nondiscrimination on the Basis of Age.** The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

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

Civil Rights and Equal Opportunity

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof. Updated March 2023

1. **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA may issue.
4. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
5. **Promoting Free Speech and Religious Liberty.** The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting Updated March 2023 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.” Updated March 2023

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).

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 onehalf 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 Updated March 2023 responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section. (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

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. Updated March 2023

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.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

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 Updated March 2023 requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Agency deems appropriate, which may include, but is not limited to:

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

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

Finally, for contracts with defined DBE contract goals, each FTA Recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency’s written consent; and that, unless the Agency’s consent is provided, the contractor

shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

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).

EQUAL EMPLOYMENT OPPORTUNITY

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

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

contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a Updated March 2023 subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

NOTICE TO THIRD PARTY PARTICIPANTS

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..

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.

NOTIFICATION TO FTA

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an Updated March 2023 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.

PATENT RIGHTS AND RIGHTS IN DATA

Intellectual Property Rights

This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, 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

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

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.

SOLID WASTES

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.

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(1) 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.

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

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

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

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

PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS

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

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

2. Special Warranty. When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.

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

SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use

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

Distracted Driving

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

SCHOOL BUS OPERATIONS

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

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

If Contractor violates this School Bus Agreement, FTA may:

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

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

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

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).)

SPECIAL DOL EEO CLAUSE

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

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

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

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

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

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed,

or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction

work: Provided, That if the applicant so participating is a State or local government, the above Updated March 2023 equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

Applies to States –

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

SUBSTANCE ABUSE REQUIREMENTS

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

TERMINATION

Termination for Convenience (General Provision)

The Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Agency's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination.

The Contractor shall promptly submit its termination claim to Agency to be paid the Contractor. If the Contractor has any property in its possession belonging to Agency, the Contractor will account for the same, and dispose of it in the manner Agency directs.

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

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Agency that the Contractor had

an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)

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

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

Waiver of Remedies for any Breach

In the event that Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Agency shall not limit Agency's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract. Termination for Convenience (Professional or Transit Service Contracts) The Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Agency's interest. If this contract is terminated, the Agency shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default (Supplies and Service)

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

Termination for Default (Transportation Services)

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

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

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

Termination for Default (Construction)

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

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

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

Termination for Convenience or Default (Architect and Engineering)

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

If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency.

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

Termination for Convenience or Default (Cost-Type Contracts)

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

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

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

VETERANS HIRING PREFERENCE

Veterans Employment - Recipients and subrecipients 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. Updated March 2023

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.

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.

FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

(1) 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 Updated March 2023

(b) Was not convicted of the felony criminal violation under any Federal law within the preceding 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.

ATTACHMENT A
CERTIFICATION REGARDING LOBBYING

(To be submitted with all bids or offers exceeding \$100,000; must be executed prior to Award)

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding to any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for 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 this Federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

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

Date

Signature of Contractor's Authorized Official

Name and Title of Contractors Authorized Official

Subscribed and sworn to before me this ___ day of _____, 20___, in the State of ____;
and the County of _____.

Notary Public _____
My Appointment Expires _____

ATTACHMENT B
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY and VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTION
(To be submitted with all bids or offers exceeding \$25,000.)

(1) The prospective lower tier participant (Bidder/Contractor) certifies, by submission of this bid or proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) The prospective Bidder/Contractor also certifies by submission of this bid or proposal that all subcontractors and suppliers (this requirement flows down to all subcontracts at all levels) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(3) Where the prospective lower tier participant (Bidder/Contractor) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid or proposal.

The lower tier participant (Bidder/Contractor), _____, certifies or affirms the truthfulness and accuracy of this statement of its certification and disclosure, if any.

SIGNATURE _____

TITLE _____

COMPANY _____

DATE _____

State of _____

County of _____

Subscribed and sworn to before me this_ day of _____, 20 __.

Notary Public _____

My Appointment Expires _____

ATTACHMENT C
CERTIFICATE OF COMPLIANCE
WITH BUY AMERICA ROLLING STOCK REQUIREMENTS

*(To be submitted with all bids/proposals of \$150,000 or more. A bid, which does not include this certification or the certification under Attachment D, **will not** be eligible for award.)*

The bidder hereby certifies that it will comply with the requirements of 49 U.S.C. Section 53230), and the regulations in 49 CFR Part 661.11.

DATE _____

SIGNATURE _____

TITLE _____

COMPANY _____

State of _____

County of _____

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

Notary Public _____

My Appointment Expires _____

ATTACHMENT D
CERTIFICATE OF NON-COMPLIANCE
WITH BUY AMERICA ROLLING STOCK REQUIREMENTS
(To be submitted with all bids/proposals of \$150,000 or more. A bid, which does not include this certification or the certification under Attachment C, will not be eligible for award.)

The bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. Section 53230), but may qualify for an exception to the requirement consistent with 49 U.S.C. Section 5323U)(2)(C), and regulations in 49 CFR 661 .7.

DATE _____

SIGNATURE _____

TITLE _____

COMPANY _____

State of _____

County of _____

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

Notary Public _____

My Appointment Expires _____

ATTACHMENT E

STATE OF NORTH CAROLINA
COUNTY OF _____

AFFIDAVIT OF COMPLIANCE WITH N.C. E-VERIFY STATUTES
(Must be completed and submitted for all bids/quotes requiring service)

I, _____ (hereinafter the "Affiant"), duly authorized by and on behalf of
_____ (hereinafter the "Employer") after being first duly sworn deposes and
says as follows:

1. I am the _____ (President, Manager, CEO, etc.) of the Employer and possess the full authority to speak for and on behalf of the Employer identified above.
2. Employer understands that "E-Verify" means the federal E-Verify program operated by the United States Dept. of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law.
3. Employer employs 25 or more employees and is in compliance with the provisions of N.C. General Statute §64-26. Employer has verified the work authorization of its employees through E-Verify and shall retain the records of verification *for* a period of at least one year.

 Employer employs fewer than 25 Employees and is therefore not subject to the provisions of N.C. General Statute §64-26.
4. All subcontractors engaged by or to be engaged by Employer have *or* will have likewise complied with the provisions of N.C. General Statute §64-26.
5. Employer shall keep the State of North Carolina informed of any change in its status pursuant to Article 2 of Chapter 64 of the North Carolina Statutes.

This ____ day of _____, 20 ____ .

Signature of Affiant

Printed Name and Title

State of _____

County of _____

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

Notary Public _____

(SEAL)

My Appointment Expires _____